



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**T# 26/19-20**

### **Re-Invitation to Bid**

The Securities & Exchange Commission of Pakistan invites sealed bids from the service providers, suppliers and the principal's authorized dealers/distributors/partners/resellers (where applicable) based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

### **Hosting of SECP Web Services**

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

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before **January 16, 2020** by 1030Hrs and will be opened on the same day at 1100Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-437/444) during office hours (Monday to Friday excluding Public Holidays)

**Deputy Director (Admin)**

NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

## **Terms and Conditions for Bids and Bidders**

1. Tender Identification Number: **TENDER # 26/19-20**

The Procurement Agency is:

Securities and Exchange Commission of Pakistan  
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,  
Islamabad.

2. The Securities and Exchange Commission of Pakistan invites sealed bids from the principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

### **Hosting of SECP Web Services**

through

#### **SINGLE STAGE TWO ENVELOP METHOD.**

3. 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.
4. The Bid Bond to be enclosed in a **SEPARATE ENVELOPE**, labelled as **“BID BOND”**, and should be **SEALED** and enclosed in the main envelop.
5. BID Bond should not be ENCLOSED in the envelope of financial OR technical proposal.
6. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. 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 technically unsuccessful bidders will be returned.
8. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to 2% 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.
9. Bids not accompanied by bid bond/security or with less amount of bid bond/security will not be entertained.
10. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
11. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission. **Bids of all those suppliers not found on ATL shall be rejected.**

12. If any supplier is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
13. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
14. 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/>
15. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
16. The bid validity period shall be 150 days.
17. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the SECP, Islamabad.
18. The language of the bid is English and alternative bids shall not be considered.
19. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
20. 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.
21. The rates must be quoted strictly in accordance with our documents and Annex(s).
22. 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.
23. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
24. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bided price MUST be inclusive of all applicable taxes.
25. The bidder is hereby informed that the Commission shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the Commission.
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.
27. Selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated bidder. In case selected bidder is not willing to supply/provide services on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Commission.

28. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
29. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
30. Bidder must submit following undertakings (on stamp paper of Rs. 100):
  - a) Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and in that case legal action is liable on that bidder.
  - b) Affidavit that the bidder has never been blacklisted by any National/International organizations.
31. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
32. All software-based items contain installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
33. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
34. The quantities may increase/decrease according to SECP requirement.
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.
36. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid.
37. Payment shall be made after delivery, installation and commissioning of complete equipment/licenses/services/renewals. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
38. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
39. Only sealed bids will be accepted/opened and unsealed bids will be rejected.
40. Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.
41. Clarification if any on the requirements may be obtained from:  
[ubaidullah.khalid@secp.gov.pk](mailto:ubaidullah.khalid@secp.gov.pk)
42. The bid bond/security of successful bidder will be retained and returned after delivery, installation and commissioning of complete equipment/licenses/services/renewals of ordered items. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.

43. During the retention period the bid bond/security no interest / markup will be provided on this amount by Commission to bidder at the time of refund/release of bid bond/security.
44. Successful bidders shall be bound to provide the required items/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.
45. In case 1<sup>st</sup> lowest bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 2<sup>nd</sup> lowest evaluated bidder. In case 2<sup>nd</sup> lowest evaluated bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 3<sup>rd</sup> lowest evaluated bidder.
46. Bid bond/security of the bidder who is unable to supply ordered items/services shall be forfeited in favor of the Commission.
47. The Commission reserves the right either to issue a Purchase Order or sign an agreement with the successful bidder OR PO & Agreement both will be executed.
48. The bids received after the due date and time will not be entertained.
49. 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.
50. To facilitate comparison of bids, bidders should submit proposals in a format that corresponds to the following:
- a. Bid Cover Sheet- signed by an officer of the Bidder
  - b. Bid must include a table of contents listing all sections:
    - i. Section 1: Introduction and general information about the bidder (including years in business)
    - ii. Section 2: Staffing and technical manpower with experience and qualification
    - iii. Section 3: Support Matrix, escalation matrix
    - iv. Section 4: Existing Clients along contact numbers
    - v. Section 5: List bidder's financials
    - vi. Section 6: Cost
51. Bids received will be evaluated as per evaluation criteria given in the TORs.
52. The place of bid destination is:

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

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

Bid for:	<b>Hosting of SECP Web Services</b>
Bidder Name:	XYZ
Attention:	M. Ubaidullah Khalid Deputy Director, Admin, 4th Floor, NICL Building, 63 Jinnah Avenue Blue Area, Islamabad

54. The deadline for the submission of bids is:

Date: January 16, 2020  
Time: 1030Hrs

55. The bid opening shall take place at

Securities and Exchange Commission of Pakistan  
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad  
Date: January 16, 2020  
Time: 1100Hrs

56. A statement “Not to be opened before 1100 Hrs. on January 16, 2020” shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as under:

- Scope of Work and Technical Evaluation Criteria      **Annex “A”**
- Sample Agreement      **Annex “B”**

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

**Scope of Work****Hosting of SECP Web Services on Dedicated Servers/ Cloud**

**Dedicated Servers/ Cloud hosting proposals are solicited with following minimum requirements.**

Interested parties with **local presence and having their datacenter in Pakistan only** are required to submit bids for migrating and hosting ESXi based virtual machines, on dedicated servers/ cloud hosting solution for SECP. The generic requirement of the hosted VMs are as follows:

**Option-1: Cloud Hosting Proposal**

S. No.	Generic Service Name	OS Platform	Disk (in GB)	Memory (in GB)	No. of CPUs	CPU Frequency (in GHz)
1.	DB Server	Linux	100	08	04	2.5 or Higher
2.	DB Staging Server	Linux	100	08	04	2.5 or Higher
3.	Portal Server	Linux	150	16	08	2.5 or Higher
4.	Portal Staging Server	Linux	150	16	08	2.5 or Higher
5.	Simulator Server	Windows <sup>1</sup>	200	08	08	2.5 or Higher
6.	Simulator Staging Server	Windows	200	08	08	2.5 or Higher
7.	Webinar Server	Linux	100	08	02	2.5 or Higher
8.	Webinar Staging Server	Linux	100	08	02	2.5 or Higher
9.	Mail Gateway Server	Windows	150	12	08	2.5 or Higher
10.	Website Server	Linux	150	16	08	2.5 or Higher
11.	TMG Server	Windows	150	08	08	2.5 or Higher

Table-1: Requirements for Cloud Hosting Proposal

<b>Evaluation Criteria for Cloud Hosting Proposal</b>		
S. No.	Description	Evaluation
1.	Data Center in Pakistan only (mention complete address of data center)	MUST
2.	Daily incremental, weekly full backups with one-month retention	MUST
3.	VM recovery from backup within 04 hours	MUST
4.	Web Application Firewall (WAF) protection for 02 VMs	MUST
5.	Dedicated cPanel for hosting website VMs	MUST
6.	Class-3 SSL certificates for 02 domains	MUST
7.	DDoS Protection	MUST
8.	Next Generation Firewall (NGFW) protection for all hosted VMs	MUST
9.	Service Level Agreement (SLA) with 99.995% availability	MUST
10.	Compliance against specifications mentioned in table-1 above	MUST
11.	DNS record hosting for 02 domains and migration of existing DNS zones if required	MUST
12.	DNS records addition and modification (within 02 hours) as and when required	MUST
13.	At least ten (10) IPv4 usable public IP addresses	MUST
14.	At least 01Gbps upload and download with monthly traffic volume of 15 TB	MUST
15.	SSD disk for all hosted VMs	MUST

<sup>1</sup> All Windows operating systems are Windows Server OS Instances

16.	24x7 technical support with escalation matrix to be shared with the bid	MUST
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**NOTE:**

- Service provider must have a call center with 24x7x365 availability and a UAN for complaint logging and escalation
- Exact timelines for server provisioning and availability must be clearly mentioned in the proposal
- The hosting data center must be located in Pakistan
- Penalties will be charged for non-compliance of availability as per signed SLA
- Bids NOT in compliance with MUST items in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation

**Option-2: Dedicated Servers Hosting Proposal (QTY-03)**

S. No.	Technical Specifications
1.	CPU: Intel based 8x cores with 2.5 GHz CPU or higher (02 sockets per server minimum)
2.	RAM: 64GB minimum or more
3.	Disks: SSD disks 2x 1.0 TB with RAID 1 (i.e., 01TB usable SSD disk per server)
4.	Network cards: 2x Gigabit Ethernet cards
5.	Bandwidth: At least 01Gbps upload and download
6.	Traffic Volume: 15TB per month
7.	Data Center: DC located in Pakistan (mention complete address of data center )
8.	PSU: Redundant hot-pluggable power supply units in servers

Table-2: Dedicated Servers Hosting Proposal

Evaluation Criteria for Dedicated Servers Proposal (Server Quantity – 03)		
S. No.	Description	Evaluation
1.	Data Center located in Pakistan (mention complete address of data center)	MUST
2.	CPU Intel based 8x Cores with 2.5 GHz CPU or higher (02 sockets per server min.)	MUST
3.	RAM 64GB minimum or more per host	MUST
4.	SSD 2x 1.0 TB with RAID 1 (01TB usable SSD disk per server)	MUST
5.	NIC 2 x Gigabit Ethernet cards	MUST
6.	Daily incremental, weekly full backups with one month retention	MUST
7.	VM recovery from backup within 04 hours	MUST
8.	Web Application Firewall (WAF) protection for 02 VMs	MUST
9.	Dedicated cPanel for hosting website VMs	MUST
10.	Class-3 SSL certificates for 02 domains	MUST
11.	DDoS Protection	MUST
12.	Next Generation Firewall (NGFW) protection for all hosted VMs	MUST
13.	Service Level Agreement (SLA) with 99.995% availability	MUST
14.	Compliance against specifications mentioned in table-2 above	MUST
15.	DNS record hosting for 02 domains and migration of existing DNS zones if required	MUST
16.	DNS records addition and modification (within 02 hours) as and when required	MUST
17.	At least ten (10) IPv4 usable public IP addresses	MUST
18.	At least 01Gbps upload and download with monthly traffic volume of 15 TB	MUST
19.	24 x 7 redundant power backup (UPS and Genset)	MUST
20.	High-speed datacenter uplink for accessing the hosted servers	MUST



21.	Hardware compatible with VMware ESXi 6.7	MUST
22.	24x7 Technical support with escalation matrix to be shared with the bid	MUST

**NOTE:**

- Cost per individual server must be mentioned in the bid
- Service provider must have a call center with 24x7x365 availability and a UAN for complaint logging and escalation
- Exact timelines for server provisioning and availability must be clearly mentioned in the proposal
- The hosting data center must be located in Pakistan
- All VMware, Windows, and Linux Servers licenses will be managed by SECP
- Penalties will be charged for non-compliance of availability as per signed SLA
- Bids NOT in compliance with MUST items in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation

**Financial Evaluation Criteria:**

- Bids compliant with MUST requirements of the technical evaluation and quoting lowest cost shall be selected.

**SERVICE LEVEL AGREEMENT (SLA)**

This Agreement is made at Karachi on this \_\_\_\_\_ day of \_\_\_\_\_ (“Agreement”)

**BY AND BETWEEN**

**Securities and Exchange Commission of Pakistan**, NICL Building, 63 Jinnah Avenue, Islamabad (hereinafter referred to as the “**Customer**” which expression shall include its successors in interest and permitted assigns), of the one part;

**AND**

Service Provider Details, a private limited company functioning under the laws of Pakistan and having its office at Complete Address (hereinafter referred to as the “**Supplier**” which expression shall include its successors in interest and permitted assigns), of the other part;  
The Customer and the Supplier shall individually be referred to as the “Party” and collectively as the “Parties” **WHEREAS**,

A.The Customer wishes to acquire ‘Hosting of SECP Web Services on Dedicated Server’ (“Services”).

B.The Supplier represents and warrants that it has the requisite expertise and sources to provide the support and services for the Cloud Servers required by the Customer.

C.The Customer is desirous of acquiring from the Supplier, and the Supplier is desirous of providing to the Customer, the required Services upon the terms and subject to the conditions laid out in this Agreement.

**1. 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: **TERM**

This Agreement shall start from \_\_\_\_\_ and shall be valid till \_\_\_\_\_ (the “Term”)

This Agreement shall be effective from the date of execution via both Parties and shall remain in effect for a period of three (03) year or until terminated in accordance with clause 14 of this Agreement. Provided 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 for such further period of time as mutually agreed in writing by the Parties. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

**2. PAYMENT**

The total payment against web services to be made by the customer to the supplier for three (03) years shall be PKR /- which shall be made on quarterly basis (at the end of each quarter) commencing from the effective date till the end of Term. The quarterly payment is PKR /-.

**3. CONTEMPLATION**

- 3.1 It is agreed between the Parties that the cost of the services being provided under this Agreement shall be:

Specifications: Three (03) Year Plan

**Hosting of SECP Web Services on Cloud Model**

S. No.	Description
1.	Data Center in Pakistan only (mention complete address of data center)
2.	Daily incremental, weekly full backups with one-month retention
3.	VM recovery from backup within 04 hours
4.	Web Application Firewall (WAF) protection for 02 VMs
5.	Class-3 SSL certificates for 02 domains
6.	DDoS Protection
7.	Next Generation Firewall (NGFW) protection for all hosted VMs
8.	Service Level Agreement (SLA) with 99.995% availability
9.	Compliance against specifications mentioned in RFP
10.	DNS record hosting for 02 domains and migration of existing DNS zones if required
11.	DNS records addition and modification (within 02 hours) as and when required
12.	At least ten (10) IPv4 usable public IP addresses
13.	At least 01Gbps upload and download with monthly traffic volume of 15 TB
14.	SSD disk for all hosted VMs
15.	24x7 technical support with escalation matrix

**OR**

**Hosting of SECP Web Services on Dedicated Server**

S. No.	Description
1.	Data Center in Pakistan (mention complete address of data center)
2.	CPU Intel based 8x Cores with 2.5 GHz CPU or higher
3.	RAM 64GB minimum or more per host
4.	SSD 2x 1.0 TB with RAID 1 (01TB usable SSD disk per server)
5.	NIC 2 x Gigabit Ethernet cards
6.	Daily incremental, weekly full backups with one month retention
7.	VM recovery from backup within 04 hours
8.	Web Application Firewall (WAF) protection for 02 VMs
9.	Class-3 SSL certificates for 02 domains
10.	DDoS Protection
11.	Next Generation Firewall (NGFW) protection for all hosted VMs
12.	Service Level Agreement (SLA) with 99.995% availability
13.	Compliance against specifications mentioned in RFP
14.	DNS record hosting for 02 domains and migration of existing DNS zones if required
15.	DNS records addition and modification (within 02 hours) as and when required
16.	At least ten (10) IPv4 usable public IP addresses
17.	At least 01Gbps upload and download with monthly traffic volume of 15 TB
18.	24 x 7 redundant power backup (UPS and Genset)
19.	High-speed datacenter uplink for accessing the hosted servers
20.	Hardware compatible with VMware ESXi 6.7
21.	24x7 Technical support with escalation matrix

#### **4. INADEQUACY OF LIABILITY**

- 4.1 It is agreed between the Parties that neither party shall be accountable for any incidental, consequential or unusual damages of any kind or for any damages resulting from loss of user data, or profits arising out of or in association with this concurrence.
- 4.2 It is agreed between the Parties that the Supplier shall take due care to avoid any data loss in case of substitute and protection of hardware. The supplier is also responsible for data backup.

#### **5. SERVICES**

- 5.1 Support Process
- 5.1.1 The Customer will call and send an email to point of contact at Service Provider for any issue, support and/or services.

**Supplier's 24x7 online support helpdesk details UAN and email**

#### **6. DISPUTE RESOLUTION**

- 6.1 It is agreed between the Parties that any or all disputes and differences arising out of or relating to this Agreement including elucidation of its terms will be determined through mutual negotiations of the officers of the concerned Parties. Any dispute, differences or inquiry that are not determined through mutual discussions, within fifteen (15) days of having arisen, shall be referred for arbitration to a mutually acceptable sole arbitrator within a period of ten (10) days.
- 6.2 The arbitrator shall be appointed by mutual consent of both Parties or by the court having jurisdiction in case the Parties do not agree to the appointment of arbitrator. The arbitrator shall be a retired judge of a High Court in Pakistan. The arbitrator will have no authority to award or make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.
- 6.3 The place of arbitration shall be Islamabad, the Arbitration Act, 1940, shall govern the arbitration and the language of the arbitration shall be English.

#### **7. OTHER TERMS AND CONDITIONS**

- 7.1 In case the Customer is not satisfied with the quality and level of services provided by the Supplier, the Customer shall call upon the concerned customer relationship officer to discuss and highlight report problems. The Customer shall also provide a brief write up on the problems being faced by the Customer to the liaison officer as “**Service Escalation Memo**” and the Supplier shall respond to problems within twenty four (24) hours and update the customer accordingly.
- 7.2 It is decided among the Parties that all correspondence shall be made in the name of “**Service Provider Name**”.

#### **8. CONFIDENTIALITY**

- 8.1 The Parties agree to keep the contents of this Agreement as sternly secret and that these contents shall not be disclosed to anyone until and unless required by law. In case either Party is required to disclose the contents of this Agreement to anyone under any law, the Party disclosing this Agreement shall inform the other Party of such disclosure in writing with the reason for disclosing such information.

#### **9. REPRESENTATION AND WARRANTIES**

- 9.1 Each of the parties hereto warrants to the other that it has the power and authority to enter into this Agreement, perform its obligations hereunder and has obtained all essential approvals to do so. The Supplier warrants and represents that its services shall

comply with all relevant and applicable laws of the Islamic Republic of Pakistan and that it will obtain and maintain during the Term all necessary license and permissions for providing services as contemplated under this Agreement. The Supplier understand and agree that all payment by the Customer shall be subject to deduction of withholding tax as per the applicable law(s) of the Islamic Republic of Pakistan.

## **10. NOTICE**

10.1 Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand at, or by sending the same by prepaid first class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parties may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), the first Working Day next following the day of sending (if sent by telex or facsimile) and the second Working Day next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party to which a notice is given does not acknowledge the same by the end of the third Working Day next following the day of delivery by sending, the Party giving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.

10.2 Notices for correspondence shall be sent as follows:

### **In respect of the Customer:**

Administration Department

PABX:

### **In respect of Supplier:**

**Complete name and address of supplier**

## **11. AMENDMENT OR WAIVER**

11.1 No provision of this Agreement may be amended or waived except with the prior written consent of each of the Parties hereto. No failure or hindrance on part of any Party hereto in exercising any right, influence or privilege hereunder or under any other document delivered in association herewith and no itinerary of dealing between the Parties shall operate as a waiver of any such right, power, or privilege. Any single or partial exercise of any rights, powers or privilege hereunder or under any other document delivered in connection herewith shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers, and remedies herein in association herewith are cumulative and not exclusive of any rights, powers or remedies that would otherwise be accessible to any Party hereto.

## **12. PENALTIES**

The penalties under the Agreement for service availability are classified herewith. In the event of a failure to render the services in conformance to the SLA as defined below, the Supplier shall be liable to refund amounts by adjusting the amounts against its quarterly invoices as follows.

Failure to conform to desired availability:

**(Quarterly Service Charges for the service to SECP) Multiplied by (4x No. of hours of non-availability of service during a quarter) Divided by (No. of hours of committed service availability during the quarterly period)**

**OR**

**10% of the quarterly payment amount which is due against hosting services whichever is less.**

The maximum penalty under this clause shall not exceed 10% of the quarterly payment due for the hosting services.

### **13. FORCE MAJEURE**

- 13.1 If the fulfillment by any party hereto of any of its obligation hereunder is prevented, restricted or interfered with e.g. by reason of floods, fire, explosion, accidents, either lack of or failure of source of supply of labor, or of power, or by reason of war, revolution, civil commotion, act of public enemies, blockades or embargo or any law and order proclamation, regulation, ordinance, demand or requirement of the Government, or any or other cause, similar to those above enumerated (“Force Majeure”),
- 13.2 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 Clause 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.
- 13.3 In particular, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, nor non-performance due to any Force Majeure of which it has notified the other Party and the time for performance of that obligation shall be extended accordingly.
- 13.4 The Parties agree that, if such inability to perform any obligations under this Agreement shall continue for a period of (one (01) month, the Party other than the Affected Party shall have the right to terminate this Agreement by Notice to the Affected Party at any time thereafter. Provided additional that in case of termination under this clause, the Supplier shall immediately refund any advance payment made by the Customer to the Supplier.

### **14. TERMINATION**

- (i) Either Party may terminate this Agreement without cause by giving a 60 (sixty) days’ notice to the other Party.
- (ii) In case the Supplier becomes insolvent or unable to pay its debts or perform its obligations in ordinary course of its business and/ or the Supplier becomes subject to any voluntary or involuntary proceedings in bankruptcy, liquidation, dissolution, receivership, attachment or composition, or makes a general assignment for the benefit of creditors, this Agreement shall stand terminated immediately and the Supplier shall become liable to immediately refund any advance payment made by the Customer with respect to this Agreement.
- (iii) In case one party commits a breach of any of its responsibilities or obligations under this Agreement, the other party shall send a written notice specifying the breach and requiring it to be remedied within fifteen (15) business days of the receipt of a written notice.

- (iv) If the breaching party failed to remedy the breach within fifteen (15) business days of the receipt of the written notice date, then the other party may terminate this Agreement at any time on 15 business days' written notice to the breaching party.
- (v) Prior to the effective date of termination, the Customer shall have a right to migrate its data and the Services being obtained under this Agreement to any other vendor of its choice. The Supplier shall cooperate fully with the Customer and the new vendor to ensure smooth transfer of data and services for the Customer in manner which shall not cause any hindrance or obstacle for the Customer to carry on its business.

## **15. ASSIGNMENT**

- 15.1 Neither this Agreement nor any right hereunder may be transferred, subcontracted, assigned or delegated by the contractor without the preceding written consent of the Customer.

## **16. GOVERNING LAWS AND JURISDICTION**

- 16.1 This Agreement and any amendment hereto shall be governed by the laws of the Islamic Republic of Pakistan and the Courts at Islamabad will have non-exclusive jurisdiction.

## **17. SUPPORT REQUEST MECHANISM**

- Support team will be available 24 x 7
- Support call can be logged through following method
  - Email to: [email@address.com](mailto:email@address.com)
  - Call to: UAN Number
- Response time:
- Resolution Time:

## **18. RELATIONSHIP**

- 18.1 The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

## **19. SEVERABILITY**

- 19.1 Each of the clauses of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not thereby be affected or impaired in any way.

## **20. AMENDMENT**

- 20.1 No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties.
- 20.2 This Agreement shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.

## **21. APPLICABLE LAW AND JURISDICTION**

- 21.1 This Agreement is governed by the laws of the Islamic Republic of Pakistan.

- 21.2 Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.
- 21.3 Stamp Duty:  
This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Supplier.

## **22. Integrity Pact**

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

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

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

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

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

*Notwithstanding any rights and remedies exercised by GoP in this regard, (Successful Bidder) agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by (Successful Bidder) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.*

## **23. ANNEXURE(S):**

The Annexure(s) to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this contract through their respective attorneys / authorised representatives on the day, month and year first above written.



**FOR AND ON BEHALF OF**

**FOR AND ON BEHALF OF:**

**Vendor Details**

**Securities & Exchange  
Commission of Pakistan**

**Name:**

**Name:**

**Designation:**

**Designation:**

In presence of the following  
Witnesses:

In presence of the following  
Witnesses:

**Signature:**

**Signature:**\_\_\_\_\_

**Name:**

**Name:**

**CNIC No.:**

**CNIC No.:**