



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 28/19-20

Invitation to Bid

The Securities & Exchange Commission of Pakistan invites sealed bids from the services providers 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:

Audit & Certification of ISO 27001:2013 ISMS

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 30, 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 # 28 /19-20**
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 invites sealed bids from the service provider 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

Audit & Certification of ISO 27001:2013 ISMS

through

SINGLE STAGE TWO ENVELOP METHOD.

4. **Pre-Bid Meeting:** In order to obtain full understanding of the Scope of Work/Functional Requirements, a meeting of the bidders is scheduled on **January 21, 2020 at 1430Hrs** at SECP Office. Those who wish to attend/ participate should inform the undersigned.
5. **Clarification** if any on the technical requirement may also be obtained by sending an email at ubaidullah.khalid@secp.gov.pk.
6. 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.
7. The Bid Bond to be enclosed in a **SEPARATE ENVELOPE**, labelled as **“BID BOND”**, and should be **SEALED** and enclosed in the main envelop.
8. BID Bond should not be ENCLOSED in the envelope of financial OR technical proposal.
9. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** shall be retained.
10. After the evaluation and approval of the technical bid/proposal, financial bids of the technically accepted bids/proposals 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.
11. 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.
12. Bids not accompanied by bid bond/security or with less amount of bid bond/security will not be entertained.
13. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
14. Only registered suppliers/service providers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.

15. If any supplier/service provider 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.
16. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
17. 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/>
18. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
19. The bid validity period shall be 150 days.
20. 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.
21. The language of the bid is English and alternative bids shall not be considered.
22. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
23. 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.
24. The rates must be quoted strictly in accordance with our documents and Annex(s).
25. 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.
26. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
27. 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. 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.
28. 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.
29. 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 on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Commission.
30. 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.
31. In case 1st lowest bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 2nd lowest evaluated bidder. In case 2nd lowest evaluated bidder is unable to supply ordered items/services then the Commission reserve the right to award the

contract to 3rd lowest evaluated bidder.

32. Bid bond/security of the bidder who is unable to supply ordered items/services shall be forfeited in favor of the Commission.
33. 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.
34. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
35. Bidder must submit following undertaking/affidavit (on stamp paper of Rs.100), failing which the bid shall be rejected:
 - 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 Government / Semi Government / any regulatory authority/Autonomous organization
 - c. Affidavit that no legal action has been taken by law enforcement agencies i.e. NAB, FIA etc. against the bidder.
36. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
37. All software-based items contains installation and configuration and end user orientation which is responsibility of the supplier/service providers (if support is not provided by the Principal).
38. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
39. The quantities required may increase/decrease according to SECP requirement.
40. 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)
41. For all tests and measurements, the bidder will use dedicated & certified equipment/tools in the form of hardware, associated licensed software, probes etc. to ensure accuracy of the results and their acceptability. The bidder shall provide details of proposed test equipment, specifications sheets, certifications, compliances with international standards etc. Failure to do so may lead to disqualification.
42. 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.
43. 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.
44. 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/services. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.

45. 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.
46. 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.
47. The bids received after the due date and time will not be entertained.
48. 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.
49. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
50. Unsealed bids will not be accepted.
51. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
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: : **Audit & Certification of ISO 27001:2013 ISMS**
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 30, 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 30, 2020
Time: 1100Hrs

A statement “Not to be opened before 1100 Hrs on January 30, 2020” shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as under:

- | | |
|----------------------------------------------|-----------|
| 1. Term of Reference and evaluation criteria | Annex “A” |
| 2. Financial Bid Submission Form | Annex “B” |
| 3. Documentary Evidence | Annex “C” |
| 4. Sample Non Disclosure Agreement | Annex “D” |
| 5. Sample Agreement | Annex “E” |

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

TERMS OF REFERENCE / SCOPE OF WORK**Project Overview:**

Security Exchange Commission of Pakistan (SECP) intends to get ISO 27001:2013 ISMS certification for next three years. In view of the above requirement, SECP intends to avail the services of eligible certification body for obtaining ISO 27001:2013 ISMS certification for next 3 years. The certification body shall be fully responsible for delivering the services as per the scope outlined in the continued sections of this RFP on yearly basis.

Scope Roadmap to be delivered by the Certification Body:

1. By March 2020: ISMS compliance and certification which includes IT Services, Data Center and Social Media Services at Head Office (HO)
2. By July 2020: ISMS compliance and certification which includes all SECP departments on Head Office (HO) and three CROs located at Lahore, Karachi and Islamabad
3. By November 2020: ISMS compliance and certification which include Sukkur, Multan, Faisalabad, Peshawar, Quetta and Gilgit

Project Scope:

1. The Information Security Management system scope includes “IT Services, Data Center and Social Media Services” that supports SECP’s core operations.
2. Surveillance audits for 2021 and 2022 will be included in scope, subject to the future roadmap to be devised at a later stage.

Detail of Employees (Approx.) at each location

1	Information System & Technology Department	30+
2	Social Media	4+
3	Other (HR, Admin etc.)	20+

Deliverable for Activity:

- Stage 1 and Stage 2 audit report within stipulated timelines provided by SECP
- ISO 27001:2013 ISMS Certificate audit(s), as per Scope Roadmap and Surveillance audit each year during 3 years of contract

TECHNICAL EVALUATION CRITERIA

Sr.	Criteria	Documentary Proof (MUST)
	The bidder should have prior experience with at least three customers in government /public /private sector where the bidder has provided certification services under ISO 27001 ISMS standard during last five years.	At least three Purchase Orders/Reference Letters/Contracts.
	The bidder should have valid accreditation member bodies preferably from UKAS for undertaking certification audit under ISO 27001:2013 ISMS standards.	Valid Accreditation Certificate from member bodies as on the last date of submission of Bid.
	The bidder should have minimum 2 resources for ISO 27001 with at least five years of audit experience.	Necessary documentary evidence.
	Auditors should have IRCA/PECB Lead Auditor certified on ISO 27001:2013 ISMS	Valid Certificate as on the last Date of submission of Bid.

NOTE:

1. The bidders **MUST** submit a compliance sheet against all requirements mentioned in the technical evaluation criteria.
2. Bids NOT in compliance with **MUST** items in the evaluation criteria will NOT be evaluated and considered for financial bid opening

FORMAT FOR TECHNICAL COMPLIANCE SHEET

SR	ATTRIBUTE	COMPLIANCE (YES/NO/ PARTIAL)	COMPLIANCE PROOF (PAGE NUMBER IN BID)

FINANCIAL BID SUBMISSION FORM

The bidder shall complete the matrix below, as per Scope Roadmap, by providing prices to be provided under this invitation. The resulting contract shall be a fixed price.

S. No.	Deliverables	Total Quoted Price (Rs.) Incl. of all applicable taxes
1.	ISO 27001:2013 ISMS certifications audit(s), Year 01	
2.	ISO 27001:2013 ISMS surveillance audit, Year 02	
3.	ISO 27001:2013 ISMS surveillance audit , Year 03	
Grand Total (Rs.)		

Note:

1. Bid found in compliance to all the MUST requirements and quoting lowest price i.e. Grand Total, shall be awarded the contract.
2. Bidder shall submit the bid security against the Grand Total.

DOCUMENTARY EVIDENCE

Name of the Bidder: _____

Bid against Reference No: _____

Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant documents placed in the Bid. Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	Registration / Incorporation / Business Certificate			
5	Undertakings/Affidavits			
6	Bid Bond/Security			
7	Bid Validity period of 150 days			
8	Original Bidding documents duly signed/stamped			

Sample Non-Disclosure Agreement (NDA)

This agreement is made the on _____ between:

(1) The Information Systems and Technology Department (IS&TD), Securities and Exchange Commission of Pakistan (the “SECP”), NIC Building, Jinnah Avenue, Blue Area, Islamabad

and

(2) Bidder Name, Office Address _____

hereinafter referred to as “Parties” collectively and the party disclosing shall be referred as “Disclosing Party” and the party receiving information shall be referred as “Receiving Party”. For the purpose of preventing the unauthorized disclosure of Information as defined below, these parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and information (“Information”).

Background:

The Parties wish to discuss investment and collaboration opportunities relating to SECP’s Information Systems and Technology Department business models and/or the technical and commercial capabilities of various technologies and projects (“Opportunities and Technologies”) developed by one or more of the Parties. The Parties wish to mutually disclose certain Security Classified Information (SCI) to enable each of them to fully assess the Opportunities and Technologies.

It is agreed that:

In consideration for the mutual disclosures, the Parties agree to the terms of this Non-Disclosure Agreement (NDA):

1. "Information" means all information, data, ideas, innovations or material disclosed by any of the Parties relating to the Opportunities and Technologies, whether or not marked or designated as confidential, including, but not limited IS&TD’s information to business plans, business proposals, projects, financial information, customer/company lists, prospective customers, technical proposals, product descriptions, hardware specifications, software in both source and object code, computer outputs, computer interfaces, application program interfaces, computer calls, flow charts, data, drawings and know-how.

Each Party's Obligations:

2. Each Party will:
 - a. Keep the Information disclosed to it by any disclosing Party confidential and secure, and in addition apply the same degree of care and the same controls which that Party applies to his or its own trade secrets.
 - b. Use or make copies of the Information disclosed to it solely to assess the Opportunities and Technologies. Any such copies shall remain the property of the disclosing Party and be distributed or otherwise be made available internally within the receiving Parties on a need to know basis.

- c. Give immediate notice to the disclosing Party if a receiving Party knows of or suspects that there has been any unauthorized use or disclosure of Information arising through a failure by a Party to keep the Information confidential.

Publicity:

3. No receiving Party will without the prior consent in writing of the disclosing Party either release any press statement or issue any other publicity regarding the existence, scope, objective, conduct, performance or results of any proposed or actual contract between any of the Parties.

Exclusions:

4. The provisions of this Agreement shall not apply to Information:
 - a. which a receiving Party can prove to the reasonable satisfaction of the disclosing Party was lawfully in his or its possession at the time of disclosure and was not acquired either directly or indirectly from the disclosing Party; or
 - b. which is lawfully generally known (other than due to the negligent act or omission of Parties or his breach of this Agreement); or
 - c. which the receiving Party obtains from a third party which was entitled to disclose that Information to the receiving Party without any restriction.

Various Obligations:

5. Each receiving Party agree that he or it shall not acquire any right in or title to or license in respect of the Information disclosed to it or any intellectual property rights embodied in the Information. The rights provided to the Parties under this Agreement are personal to the Parties and shall not be assigned or transferred to any other party whatsoever.
6. The obligations under this Agreement shall continue as regards any item of Information until it is lawfully generally known or is otherwise not subject to the provisions of this Agreement. Since the information available with SECP is highly confidential, the receiving party shall never be allowed to disclose such information so the receiving party shall not be allowed to disclose the information even after the expiry of the agreement.
7. On the written request of a disclosing Party at any time, each receiving Party agrees to:
 - a. promptly return or procure the return of or destroy (at the disclosing Party's option) all or some (as the disclosing Party may direct) of the originals and copies of the Information under his or its care or control and
 - b. confirm in writing that this has been done and that no Information or copies exist under the receiving Party's care or control and
 - c. Not use the Information for any other purpose whatsoever.
8. Nothing in this Agreement prevents disclosure of the Information to any persons or bodies having a legal right or duty to have access to or knowledge of the Information.
9. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces all previous NDA agreements between, or undertakings by the parties with regard to such subject matter. This Agreement cannot be changed except by written agreement between the parties.
10. (i) All disputes arising out of all disputes arising out of or in connection with the present agreement shall be settled through Arbitration. Each Party shall appoint an arbitrator and the appointed arbitrators shall commence the proceedings. In case of difference of opinion between an even number of appointed arbitrators, the matter shall be referred to an umpire mutually appointed by the arbitrators. The umpire shall then make an award which shall be final and binding. Prior to initiation of arbitration

proceedings, the aggrieved Party shall give the other Party written notice describing the claim and amount as to which it intends to initiate action.

- (ii) The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

Signed for and on behalf of
Information Systems and Technology
Department, Securities and Exchange
Commission of Pakistan

Name:
Designation:

Signed for and on behalf of
Bidders

Name:
Designation:

Witness No. 1:

Name:
Address:
NIC:

Witness No. 2:

Name:
Address:
NIC:

Sample Agreement

This Agreement (“Agreement”) is made at Islamabad on this ____ day of ____ 2020.

Between

The Securities and Exchange Commission of Pakistan, a statutory body established in pursuance of the Section 3 of the Securities & Exchange Commission of Pakistan Act, 1997 having its head office at NIC Building, 63- Jinnah Avenue, Islamabad (hereinafter referred to as “Commission” which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the ONE PART

And

(Successful Bidder Name), having (Address of Successful Bidder Name) (hereinafter referred to as “Contractor” which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the OTHER PART

Commission and Contractor shall, hereinafter individually be referred to as “Party” and collectively as “Parties”.

WHEREAS

A. Commission requires supply of _____ specified in (**Annexures**) at Head Office/Company Registration Office (as required in TORs).

B. The Contractor has agreed to provide the products as required by the Commission in accordance with the terms and conditions set forth in this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. Duration

A. This Agreement will become effective from _____, **2019** and will remain in effect till completion of delivery (the “Term”) or terminated earlier in accordance with Article 4 or 5 of this Agreement. 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;
- (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time and date of termination.

Provided that, if required the Parties must enter into a mutual written agreement by way of addendum to extend the Term.

2. Scope of Work

- i. The Contractor will arrange the supply of _____ at Head Office/Company Registration Office (as required in TORs).
- ii. Detail of (Items/services) to be supplied is given in (Annexures).
- iii. The Contractor shall, with respect to the Purchase Order, keep the response time down to minimum and shall immediately supply required items/services.
- iv. This Agreement covers delivery of services as per (Annexures). Any additional item/services beside the Annexures may be requested by the Commission as and when required and shall be provided by the Contractor at mutually agreed terms.

3. Price and Payments

- i. In consideration of the clear, efficient and uninterrupted fulfilment of the supply of the services listed in the Annexures and other obligations of the Contractor under this Agreement, the Contractor shall be paid against services listed in **Annexures**.
- ii. The payment for the delivery of services shall be made on the basis of Purchase Order. The Contractor shall arrange the invoice and send it to the Commission against the Purchase Order issued by the Commission
- iii. Commission will ensure timely payments within 30 days after the completion of services upon confirmation by relevant team and as per contract and receipt of invoice from the Contractor..
- iv. All related Government importation charges, excise duty, income tax or any other taxes and duties presently in force are inclusive in the Agreement price and Contractor is responsible for it. Any future taxes or levies if and when enforced by the government shall be added to the existing prices and Contractor will be responsible for payment of such taxes. However, GST and income tax shall not be withheld/deducted if proper exemption documents are provided. The payment to be made to the Contractor under this Agreement shall be made subject deduction of withholding Tax, if applicable, which is levied by the Government from time to time and to which the Commission is authorized to make deduction.

4. Termination

- i. Commission may terminate this Agreement if the Contractor fails to perform the obligations under this Agreement by affording an opportunity of hearing, with a written notice of fifteen days.
- ii. Contractor may terminate this Agreement if the Commission fails to make payment under this Agreement within 15 days of a written notice from the Contractor to do so.

5. 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 (to include without limitation, 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 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 then either Party may terminate this Agreement.

6. Dispute Resolution/Arbitration

- i. The Parties shall attempt to resolve any and all disputes amicably as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- ii. If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled through arbitration. Each Party shall appoint an arbitrator and the appointed arbitrators shall commence the proceedings. In case of difference of opinion between an even number of appointed arbitrators, the matter shall be referred to an umpire mutually appointed by the arbitrators. The umpire shall then make an award which shall be final and binding. Prior to initiation of arbitration proceedings, the aggrieved Party shall give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- iii. The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

7. Relationship

The Parties hereby agree that no clause 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 entire discretion.

8. Assignment

Neither Party shall assign or transfer its obligations, rights, interests and benefits hereunder without the concurrence of the other party.

9. Liquidated Damages

- i. Contractor shall be bound to provide the required item(s)/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 of delayed items/services only. However, imposed penalty shall not exceed 10% of the PO/contract value.
- ii. In case the Contractor supplies fake/counterfeit items/services, the Contractor shall pay the Commission the liquidated damages amounting up to Rs. 5 Million and shall not challenge these liquidated damages at any other forum or court of competent jurisdiction.
- iii. The Commission would also be entitled to forfeit the bid security immediately if the items/services are not provided as per requirement.

10. Severability and Entirety

Each of the clause 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.

This Agreement along with the Annexures forms the entire Agreement between the Parties and supersedes any and all previous correspondence/representations, if any, between the Parties regarding the matter;

11. Confidentiality

- i. The Contractor 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 the Commission about any of its business information. Contractor shall not disclose any such information to any person or allow utilization of the same in any manner by any person.
- ii. Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by Commission or which Contractor or any of its employees may obtain directly or indirectly during the course of performance of this agreement.

12. Notices

Address for Notices: For the purposes of this Section, a Party may take the address and facsimile number of other Party to be:

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

Commission office address and designated person:

To:
Attn; Mr. Arshad Kamal, Additional Director
Address: Securities and Exchange Commission of Pakistan, 63-NICL Building, Jinnah Avenue, Blue Area Islamabad
Tel:051-9207091-4 (160)Fax: 051-9100471

Contractor office address and designated person:

To:Attn; _____
Address: _____
Tel: _____ Fax: _____

13. Governing Law and Jurisdiction

- i. This Agreement shall be governed by and construed to be in accordance with the laws of the Islamic Republic of Pakistan.
- ii. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Islamabad.

14. Stamp Duty

This Agreement shall be stamped in accordance with law by the Contractor.

15. 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 time 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.

IN WITNESS HEREOF the parties have executed this Agreement on the day and year written above.

For and on Behalf of Commission

For and on Behalf of Contractor

Signature _____

Signature _____

Name _____

Name _____

Title Head of Department (Admin)

Title _____

WITNESSES

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Annexures of Agreement

Annex A – Scope of Work (as per bidding documents)

Annex B -

(Terms and Conditions may change at the time of signing off by both parties with mutual agreement)