



**SECURITIES AND EXCHANGE COMMISSION OF  
PAKISTAN**

**T# 02/20-21**

**Invitation to Bid**

The Securities and Exchange Commission of Pakistan invites sealed bids from the Audit Companies 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:

**SECP IT Audit for Period of July 2017 to June 2020  
by  
External Audit Organization**

Bidding documents containing detailed terms and conditions, method of audit activity, 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 **August 17, 2020**, by 1100 Hrs and will be opened on the same day at 1130Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-302/437) during office hours (Monday to Friday excluding Public Holidays)

Ubaidullah Khalid, Deputy Director (Admin)  
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

## Terms and Conditions for Bids and Bidders

1. **Tender Identification Number: TENDER # 02 /20-21**

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 Audit Companies 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

### **SECP IT Audit by External Audit Organization**

through

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

4. Bids 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.
5. The Bid Bond to be enclosed sealed and labelled as **“BID BOND”**, and should be with the **Technical bid envelop**.
6. BID Bond should **not** be placed within the envelope of financial bid/proposal.
7. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** shall be retained.
8. 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.
9. 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 in favor of Securities and Exchange Commission of Pakistan.
10. Bids not accompanied by bid bond/security or with less amount of bid bond/security will be rejected.
11. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
12. 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 bidders not found on ATL on the date of bid opening shall be rejected.**
13. 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.

14. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
15. 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/>
16. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
17. The bid validity period shall be 150 days.
18. 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.
19. The language of the bid is English and alternative bids shall not be considered.
20. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
21. 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.
22. The rates must be quoted strictly in accordance with our documents and Annex(s).
23. 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.
24. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
25. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.
26. 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.
27. 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.
28. 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.
29. 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.
30. In case 1st lowest bidder is unable to provide 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

provide services then the Commission reserve the right to award the contract to 3rd lowest evaluated bidder.

31. Bid bond/security of the bidder who is unable to provide services shall be forfeited in favor of the Commission.
32. 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.
33. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
34. Bidder must submit following undertakings (on stamp paper of Rs. 100/organization's letterhead):
  - 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.
35. Payment shall be made after completion of required services. 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.
36. The bid bond/security of successful bidder will be retained and returned after expected services are performed. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
37. 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.
38. 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.
39. The bids received after the due date and time will be rejected.
40. 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 rejected.
41. The bidders do not have the option of submitting their bids electronically or Telegraphic. Conditional bids will not be accepted.
42. Unsealed bids will not be accepted.
43. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
44. Clarification if any on the requirements may be obtained from:  
[ubaidullah.khalid@secp.gov.pk](mailto:ubaidullah.khalid@secp.gov.pk)

45. The place of bid destination is:

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

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

**Bid for:** : SECP IT Audit for Period of July 2017 to June 2020 by  
External Audit Organization  
**Bidder Name:** : XYZ  
**Attention** : M. Ubaidullah Khalid  
Deputy Director, Admin,  
4<sup>th</sup> Floor, NICL Building, 63 Jinnah Avenue Blue Area,  
Islamabad

47. The deadline for the submission of bids is:

**Date: August 17, 2020**  
**Time: 1100Hrs**

48. The bid opening shall take place at

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

**Date: August 17, 2020**  
**Time: 1130Hrs**

A statement “Not to be opened before **1130 Hrs on August 17, 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 Evaluation                      | Annex “B” |
| 3. Documentary Evidence                      | Annex “C” |
| 4. Sample Agreement                          | Annex “D” |

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

**TERMS OF REFERENCE**

<b>SR</b>	<b>REQUIREMENT</b>	<b>QUANTITY</b>
1	<b>External Audit</b> <b>SCOPE OF WORK: IT Audit for Period of July 2017 to June 2020.</b> Head Office IS&TD, based in Islamabad, and branch offices in Lahore and Karachi.	01

**TECHNICAL EVALUATION CRITERIA**

<b>SR</b>	<b>OBJECTIVE</b>	<b>SCOPE</b>	<b>DELIVERABLE</b>	<b>Bidder to mention Page Number of the Submitted technical proposal</b>
1.	General and application controls	To evaluate application effectiveness, adequacy and adherence thereto, of general and application controls. The general controls include but not limited to controls on: disaster prevention, data recovery, physical access, application access and IT governance etc.	Comprehensive report on general control environment in IS&T department mentioning the strengths and weaknesses. The report should clearly indicate what are the areas of improvement and what possible repercussions will be in case of non-compliance situation.	
2.	Database Administration	To evaluate the integrity, appropriateness, effectiveness, adequacy of database administration and related control that should include and not limited to only security patches, access to database server, non-used functionalities, encryptions, object and system permissions.	Comprehensive report on relevant areas stating: tests conducted, observations, findings, repercussions & sensitivity, management responses, suggested actions and specific recommendations to bring in the required improvement where needed.	
3.	Technology Infrastructure	To determine that IT provides adequate and timely support for the technology infrastructure vital to the strategies & goals of SECP.	Comprehensive report describing current strengths and weaknesses of SECP technology infrastructure and whether it fulfills the standard industry requirements or not. Recommendations for best in class technology infrastructure to implement in SECP should also be made part of this report.	

4.	IT Physical Security/Asset Management	Review controls over IT environment including physical security, policies, procedures and how asset management is being done	Comprehensive report and analysis on physical IT equipments safety, security and ensuring that required standardized policies are in place and adhered to. This should include effectiveness of asset management being done under IT.	
5.	Disaster Recovery and Business Continuity	<p>Audit for Examining Readiness of Disaster Recovery (DR) Site and its Facilities:</p> <ul style="list-style-type: none"> <li>• Data Center Locations: <ul style="list-style-type: none"> <li>o Primary/ Head Office Data Center (Islamabad)</li> <li>o Disaster Recovery Center (Lahore)</li> </ul> </li> <li>• DR Readiness (ability to recover data and systems) <ul style="list-style-type: none"> <li>o Review of previous DR Drill reports/ results</li> </ul> </li> <li>• Review of existing DR Documents</li> <li>• Review of facilities, tools and technologies used for Failover/ Failback</li> <li>• DR team capabilities</li> </ul>	Comprehensive report on current methodology or model for disaster recovery, it's strengths, weaknesses and recommendations for improvement. Should also cover how current strategy can combat any unforeseen situation and what should be the ideal methodology to tackle such a situation.	
6.	IT Governance and Programs Management	Reviewing operations, programs and IT governance structure e.g. ITSC, and Change Advisory Board etc TORs, meeting minutes and decision's effectiveness to ascertain whether results are consistent with established objectives and goals.	Comprehensive report describing results are achieved through projects/operations and IT governance structure changes along with recommendations in line with established objectives.	
7.	IT Systems Security	Review of security systems like firewall, passwords, physical access security, security settings and user rights or permissions granted, etc.	Comprehensive report covering weak areas from where security can be compromised and may result in leakage. This should cover in detail the strengths and weaknesses of current firewall systems, password policy, physical access security settings and user rights permissions that are granted.	
8.	Customer Services	To assess IT capabilities on providing timely, efficient and robust customer service to users on as and when basis.	Detailed report describing current capabilities within the IT domain for customer service, comparatives for best in class support systems and strategies that can be achieved by SECP IS&T division.	

9.	Change Management	To assess IT responsiveness on adopting emerging IT technologies and meeting existing and future technological challenges.	Detailed report covering current responsiveness of IT systems and resources to adapt and change to new technologies while ensuring that existing and future challenges are also met with full potential.	
10.	Resource Management	To assess the adequacy of IT available resources and their effective and efficient utilization within the given domain.	Comprehensive report describing whether current resources are adequate to run IT operations and are they being effectively utilized or not in due course.	
11.	Resource Training	To assess the sufficiency and effectiveness of training programs within IT.	Review whether current IT resources are fully equipped and trained on best in class IT courses/certifications and recommend best possible trainings where required.	
12.	Software License Compliance	<p>Evaluate Current Software License Utilization of Following Technologies</p> <ol style="list-style-type: none"> <li>1. IBM (eServices)</li> <li>2. Oracle (Database, ERP)</li> <li>3. Vmware</li> <li>4. NetBackup</li> <li>5. Microsoft</li> <li>6. Any other ancillary software</li> </ol> <p>To review existing process, identify any gaps, review controls with respect to software license compliance and provide general and specific suggestions and recommendation for compliance</p>	License Compliance and shortfall report with recommendations for compliance	
13.	IT Procurement Process	To evaluate the IT procurement process against the approved SOPs.	Identify any gaps and make suggestions for improvements in the existing procurement process for IT related products and services.	
14.	Key Deliverables	<p>Timelines:</p> <ul style="list-style-type: none"> <li>➤ Execution and delivery of initial draft report within 60 calendar days of PO Issuance</li> <li>➤ SECP to respond to all observations within 30 calendar days of receiving the initial draft report</li> <li>➤ Final report to be prepared based on SECP</li> </ul>	MUST	



		feedback within 30 calendar days of receiving all responses from SECP		
		Audit Report: <ul style="list-style-type: none"> <li>➤ Audit Report <b><u>covering all core technical aspects</u></b> (mentioned above) with relevant sections as below but not limited to:               <ul style="list-style-type: none"> <li>• Executive Summary</li> <li>• Key findings</li> <li>• Review</li> <li>• Analysis &amp; Observations</li> <li>• Identified risks &amp; mitigation measures</li> <li>• Compliance with standards &amp; identified non-conformities</li> <li>• SECP's readiness for failover &amp; failback</li> <li>• Suggestions for improvement and Optimization (if any)</li> </ul> </li> </ul>	MUST	
		Presentation to Senior Management of SECP: <ul style="list-style-type: none"> <li>➤ Presentation of summary of audit findings to SECP Senior Management after submission of the final audit report</li> </ul>	MUST	
18.	Reputational Factors	Experience Requirement: <ul style="list-style-type: none"> <li>➤ Minimum 5 years' experience of conducting IT audits for large public / private sector organizations.</li> <li>➤ Must have completed at least three complete IT audits in last 2 years (attach proofs/ completion certificates).</li> <li>➤ At least 3 customer references of similar organizations (size and/or public sector) with contact details (official email and phone) for feedback.</li> </ul>	MUST  MUST  MUST	
		Technical Team Expertise: <ul style="list-style-type: none"> <li>➤ Team with sound technical experience in IT audit &amp; related</li> </ul>	MUST	

		<p>certifications (attach resumes).</p> <p>➤ At least three certified audit resources having at least three of the following certifications collectively (attach certificates):</p> <ul style="list-style-type: none"> <li>○ CDCP, CISA, CISM, ISO-27001, GSNA, CIA, CTIA, ITIL and COBIT</li> </ul>		
		<p>Geographical Presence:</p> <p>➤ Office locations present in major cities including Rawalpindi/ Islamabad Lahore and Karachi (include address details with the bid)</p>	MUST	

**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.

**FORMAT FOR TECHNICAL COMPLIANCE SHEET**

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

**Financial Evaluation**

- Eligible bid(s) fulfilling all the Technical Evaluation criteria and quoting lowest cost shall be selected for the required services.

- Bidder shall quote a lump sum cost, inclusive of all applicable taxes and costs to complete the audit including management, travelling, lodging, supplies/consumables, phone/fax, out of pocket expenses and other miscellaneous expenses. The SECP shall not reimburse any other costs beyond quoted price.

Note:

- Bidder shall submit the bid security against the Grand Total/Lump sum cost

**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.

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

**Sample Agreement**  
**(This is a Sample Agreement, terms and conditions may be revised with mutual understanding of both parties before signing)**

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 services 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 \_\_\_\_\_, **2020** 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 services of \_\_\_\_\_ at Head Office/Company Registration Office (as required in TORs).
- ii. Detail of services required are 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.
- v. Payment Terms

No.	Payment milestone	Percentage
1	Upon signing of contract	15%
2	Upon submission of the draft report	35%
3	Upon submission of the final report	30%
4	Upon presentation to senior management	20%

### 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 affected 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 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 services only. However, imposed penalty shall not exceed 10% of the PO/contract value.
- ii. In case the Contractor performs counterfeit 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;

Address: Securities and Exchange Commission of Pakistan, 63-NICL Building, Jinnah Avenue, Blue Area Islamabad



Tel:                      Fax:

**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 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.

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** \_\_\_\_\_

**WITNESS**

**ES**

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

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

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Annexures of Agreement**

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

**Annex B – ....**