

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

CORRIGENDUM

Reference to SECP Invitation to bid (**Tender No. 14/20-21**) published in newspapers (Dawn Khabrain and Geo Hazara) on January 03, 2021 for

Requirements	Tender Ref No.
Supply, installation, and configuration of a comprehensive Database Security Solution	T# 14 (ii)/ 20-21
Supply, installation, configuration of Identity and Access Management (IAM) solution	T# 14 (iii)/ 20-21

It is informed that the last date for submission of bids for the above mentioned requirements have been extended from January 19, 2021 to February 03, 2021.

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 **February 03, 2021** by 1100Hrs 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-437/302) during office hours (Monday to Friday excluding Public Holidays)

Mr. Arshad Kamal, Additional Director (Admin)
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

Advertisements/Tender Notices Published on January 03, 2021**SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN****T# 14/20-21****Invitation to Bid**

The Securities and Exchange Commission of Pakistan invites sealed bids from the authorized services providers/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 following requirements

S. No.	Requirements	Tender Ref No.	Bid Submission and Opening Date
1.	Purchase of Microsoft Windows 10 Professional Licenses	T# 14 (i)/20-21	January 19, 2021
2.	Supply, installation, and configuration of a comprehensive Database Security Solution	T# 14 (ii)/ 20-21	
3.	Supply, installation, configuration of Identity and Access Management (IAM) solution	T# 14 (iii)/ 20-21	
4.	Supply of RAM for Dell Poweredge (PE) Servers	T# 14 (iv)/20-21	
5.	Supply and Installation of UPS	T# 14 (v)/20-21	

S. No.	Requirements	Tender Ref No.	Bid Submission and Opening Date
1.	Supply, installation, configuration of a central entry level storage system for SECP Karachi Office.	T# 14 (vi)/20-21	January 20, 2021
2.	Supply and Installation of Air Conditioners	T# 14 (vii)/20-21	
3.	Supply and Installation of IP Surveillance Camera solution for SECP Head Office Islamabad	T# 14(viii)/20-21	
4.	Supply and Installation Of Video Conferencing Equipment	T# 14 (ix)/ 20-21	
5.	Purchase of Quest Toad DBA Suite for IBM DB2 LUW (for Windows)	T# 14 (x)/ 20-21	

Bidders can submit their bid against any of the above listed item. 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 document, must reach undersigned on or before 1100Hrs of mentioned date with respect to each requirement and will be opened on the same day/date at 1130Hrs.

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

Mr. Arshad Kamal, Additional Director (Admin)
NICT Building, 63 Jinnah Avenue, Blue Area Islamabad

Terms and Conditions for Bids and Bidders

1. **Tender Identification Number: TENDER # 14(ii)/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 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

SUPPLY, INSTALLATION, AND CONFIGURATION OF A COMPREHENSIVE DATABASE SECURITY SOLUTION

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”** and **Bid Bond** shall be retained.
8. 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.
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 or 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 service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the Commission. **Bids of all those bidders who are In-Active 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. 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.
26. **Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated/most advantageous bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.**
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 and selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder.
28. Selected service provider/supplier will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous 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. 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.
30. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
31. Bidder must submit following undertaking (on stamp paper of Rs.100/letter head), 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 National/International organizations.

Note: In case any bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected

- 32. "Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. shall be rejected without assigning any reason".
- 33. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
- 34. All software based items contains installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
- 35. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
- 36. The quantities required may increase/decrease according to SECP requirement.
- 37. 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.
- 38. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid.
- 39. 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.
- 40. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
- 41. Only sealed bids will be opened at the time of bid opening and unsealed bids will be rejected.
- 42. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
- 43. Clarification if any on the requirements may be obtained from:
 - ubaidullah.khalid@secp.gov.pk
- 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. 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. Successful bidders shall be bound to provide the required items 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.

47. In case 1st lowest evaluated/most advantageous bidder is unable to supply ordered items then the Commission reserve the right to award the contract to 2nd lowest evaluated/most advantageous bidder. In case 2nd lowest evaluated/most advantageous bidder is unable to supply ordered items then the Commission reserve the right to award the contract to 3rd lowest evaluated/most advantageous bidder.
48. Bid bond/security of the bidder who is unable to supply ordered items shall be forfeited in favor of the Commission.
49. 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.
50. The bids received after the due date and time will not be entertained.
51. 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.
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: **Supply, installation, and configuration of a comprehensive Database Security Solution**
Bidder Name: XYZ
Attention: Mr. Arshad Kamal
Additional Director (Admin), 4th Floor,
NICL Building, 63 Jinnah Avenue Blue Area, Islamabad

54. The deadline for the submission of bids is:

**Date: February 03, 2021
Time: 1100Hrs**

55. The bid opening shall take place at

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

**Date: February 03, 2021
Time: 1130Hrs**

A statement "Not to be opened before 1130 Hrs on February 03, 2021" shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as under:

1.	Terms of Reference and Scope of Work	Annex "A"
2.	Technical Evaluation Criteria	Annex "B"
3.	General Requirements and Evaluation Criteria	Annex "C"
4.	Format for Financial Bid	Annex "D"
5.	Documentary Evidence Form	Annex "E"
6.	Sample Agreement	Annex "F"

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

Terms of Reference (TOR's) - Supply, Installation, and Configuration of a comprehensive Database Security Solution

Proposals are required from registered partners for the supply, installation, and configuration of a comprehensive database security solution at its Head Office, Branch Offices and DRC. The proposed system should provide an end to end security solution to mitigate external and internal threats, enabling insights on incidents and real time alerts. The solution should provide built-in compliance to security standards. The solution should integrate with SIEM solution. The solution should have a comprehensive audit trail collection and aggregation system with built in audit reports.

Scope of Work (SoW) /Functional Requirements (FRs) for Database Security solution

1. Scope of Work (SoW):

Following is the scope of work:

1. Supply, installation and configuration of end to end Database Security solution, covering the following aspects for all database installations in scope (including but not limited to MS SQL Server, IBM DB2, Oracle, MySQL and NoSQL Databases):
 - a. Database Audit Trail management and reporting
 - b. Privileged user access controls
 - c. Mitigation of external threats
 - d. Mitigation of internal threats
 - e. Configure real time alerts on suspicious activity
2. The bidder shall be responsible to configure and implement default and customized policies, policy fine tuning and monitoring as per SECP requirements.
3. The bidder shall prepare and provide following documents: Guides /Manuals (will be part of contract)
 - a. Administration
 - b. Policy Management
 - c. User Management
 - d. Incident management
 - e. Monitoring and reporting
 - f. Real time alert management
4. Instructor-led, hands on training of the proposed solution for 04 Administrators.

2. Features required:

The proposed solution at minimum can:

Sn.	Feature
1	Protect the overall database infrastructure from external and internal threats
2	Easily connect to multiple databases to retrieve and integrate data into audit repository for audit completeness
3	Create unified audit reports that enhance security and improve operational efficiency
4	Integrate information such as roles and departments to enable deployment of fine-grained security policies
5	Detects configuration changes impacting database security
6	Track change to database configuration files and other external objects that can affect database security such as: environment/registry variables, configuration files, shell scripts, OS files, executables
7	Implement security best practices with no administrator work
8	Protect major enterprise applications from fraud, external or internal attack and privilege abuse

9	Report on application user credentials from which unauthorized operations were performed, even when the application uses a generic service account to access the database
10	Meet auditor requirements to monitor access to sensitive information
11	Reduce operational costs and simplifies compliance with internal and external audit requirements i.e. SOX, PCI DSS, ISO 27001-2, NIST 800-53 and SAS70 (min. 1)
12	Centralize and automate enterprise-wide oversight processes, including report generation, distribution, electronic sign-offs and escalations.
13	Easily create custom workflows by specifying unique combination of steps, actions and users
14	Ensure oversight team members only see data and tasks related to their own roles
15	Provide real time alerts, immediately notifying in the event that suspicious activity is taking place
16	Scan specified groups of databases for vulnerabilities
17	Check for common vulnerabilities such as missing patches, weak passwords, misconfigured privileges and default vendor accounts
18	Include preconfigured tests based on best practices
19	Generate security health reports and recommend action plans to strengthen database security
20	Populate vulnerable objects group with the most current information on database objects and package with security risks, automatically updating associated defensive policies
21	Identify sensitive tables in common enterprise applications (e.g. Oracle EBS) requiring protection, such as those containing PCI DSS or financial (SOX) information
22	Automatically update library of predefined database vulnerability assessment tests, helping avert exposure to the latest threats
23	Block privileged users from viewing or changing sensitive data, creating new user accounts or elevating privileges
24	Have minimum impact on application-level traffic
25	Enforce segregation of duties for SOX, PCI, Basel II, data privacy regulations
26	Simplify security and compliance via single set of granular access policies for heterogeneous DBMS infrastructures
27	Enhance operational efficiency by replacing manual compliance processes with centralized and automated controls
28	Simplify management of user rights across heterogeneous database environments
29	Provide a simple means of aggregating and understanding entitlement information across entire database infrastructure
30	Out-of-the-box support for database platforms on major operating systems (for all databases in scope)
31	Pre-defined reports for commonly required views
32	Block SQL Injection attacks at the network level in real time without the need to make any changes in the application code
33	Provide integration points to SIEM software

3. Training Details

Selected bidder shall provide/arrange professional instructor led, hands on training of administrators:

- a. The training should include the architecture, hardware, software, integration, and customization, policy installation, troubleshooting reporting and other aspects of the solution.
- b. The Bidder shall train SECP personnel for independent operation, creation of policies /rules, generation of reports, and analysis of the reports, troubleshooting and familiarization of features and functionalities, policy configuration, alert monitoring etc. post implementation
- c. Bidder should submit detailed course content and provisional agenda along with the bid.

4. Project Activities

	Deployment of solutions in SECP HO Data Centre & SECP Disaster Recovery Center and all relevant clients	Installation & Configuration of Controls, Policies & Access rules etc.
	Reporting & Dashboards	Configuration of real time performance dashboard Daily, Weekly & Monthly reports
	DR Readiness	Configuration and testing with DR perspective
	Documentation	Design Documents, SOPs, User /Configuration /Admin Manuals
	Trainings	Trainings for at least 04 participants as mentioned in training details

5. Project Management

	Start of the Project	a	Presentation from the vendor at SECP HO, explaining the comprehensive project plan that includes tasks, procedures, tools, timelines, impacts, responsible persons, and report formats (Microsoft PowerPoint)
	Middle of the Project	a	Weekly progress report on all tasks (Microsoft Excel /Project)
	End of the Project	a	A detailed report covering the overall progress of the project
		b	A consolidated product deployment report covering the whole commitment, including different tests results and recommendations about best practices
		c	An executive-level presentation from the vendor at SECP HO explaining the project results and final reports (Microsoft PowerPoint)

6. Technical Evaluation Criteria

The following requirements are for all database software in scope of this document, including but not limited to MS SQL Server, IBM DB2, Oracle, MySQL and NoSQL Databases.

Sn.	Feature	Criteria	Compliance	Comments
1	Protect the overall database infrastructure from external and internal threats	MUST		
2	Easily connect to multiple databases to retrieve and integrate data into audit repository for audit completeness	MUST		
3	Create unified audit reports that enhance security and improve operational efficiency	MUST		
4	Integrate information such as roles and departments to enable deployment of fine-grained security policies	MUST		
5	Detects configuration changes impacting database security	MUST		
6	Track change to database configuration files and other external objects that can affect database security such as: environment/registry variables, configuration files, shell scripts, OS files, executables	MUST		
7	Implement security best practices with no administrator work	MUST		
8	Protect major enterprise applications from fraud, external or internal attack and privilege abuse	MUST		
9	Report on application user credentials from which unauthorized operations were performed, even when the application uses a generic service account to access the database	MUST		
10	Meet auditor requirements to monitor access to sensitive information	MUST		
11	Reduce operational costs and simplifies compliance with internal and external audit requirements i.e. SOX, PCI DSS, ISO 27001-2, NIST 800-53 and SAS70 (min. 1)	MUST		
12	Centralize and automate enterprise-wide oversight processes, including report generation, distribution, electronic sign-offs and escalations.	MUST		
13	Easily create custom workflows by specifying unique combination of steps, actions and users	MUST		
14	Ensure oversight team members only see data and tasks related to their own roles	MUST		
15	Provide real time alerts, immediately notifying in the event that suspicious activity is taking place	MUST		
16	Scan specified groups of databases for vulnerabilities	MUST		

17	Check for common vulnerabilities such as missing patches, weak passwords, misconfigured privileges and default vendor accounts	MUST		
18	Include preconfigured tests based on best practices	MUST		
19	Generate security health reports and recommend action plans to strengthen database security	MUST		
20	Populate vulnerable objects group with the most current information on database objects and package with security risks, automatically updating associated defensive policies	MUST		
21	Identify sensitive tables in common enterprise applications (e.g. Oracle EBS) requiring protection, such as those containing PCI DSS or financial (SOX) information	MUST		
22	Automatically update library of predefined database vulnerability assessment tests, helping avert exposure to the latest threats	MUST		
23	Block privileged users from viewing or changing sensitive data, creating new user accounts or elevating privileges	MUST		
24	Have minimum impact on application-level traffic	MUST		
25	Enforce segregation of duties for SOX, PCI, Basel II, data privacy regulations	MUST		
26	Simplify security and compliance via single set of granular access policies for heterogeneous DBMS infrastructures	MUST		
27	Enhance operational efficiency by replacing manual compliance processes with centralized and automated controls	MUST		
28	Simplify management of user rights across heterogeneous database environments	MUST		
29	Provide a simple means of aggregating and understanding entitlement information across entire database infrastructure	MUST		
30	Out-of-the-box support for database platforms on major operating systems (for all databases in scope)	MUST		
31	Pre-defined reports for commonly required views	MUST		
32	Block SQL Injection attacks at the network level in real time without the need to make any changes in the application code	MUST		
33	Provide integration points to SIEM software	MUST		

1. General Requirements and Evaluation Criteria

Sn.	Requirement	Criteria	Compliance	Comments
1	Complete compliance with SOW, Functional requirements, Training requirement, Project Activities and Project Management	MUST		
2	The service provider should have delivered and deployed similar solutions in public or private sector. Work order from at least 01 client should be attached as proof with contact details of reference. The feedback may be obtained from the reference provided.	MUST		
3	The service provider should have at least one (01) certified resource of the solution with minimum of 02 years' experience of the offered product. Attach copy of all relevant certificates as proof.	MUST		
4	The bidders MUST submit a technical compliance sheet against all requirements mentioned in the Functional and General evaluation criteria	MUST		
5	Professional hands on and instructor led training for at least four (04) resources of the offered solution(s)	MUST		
6	Gartner Magic Quadrant 2019 /2020 rating of offered solution (Challengers & Leaders only), attach proof	MUST		
7	Principal Authorization Letter for Tender Participation	MUST		
8	Valid Partnership Letter with Principal/ Manufacturer	MUST		
9	Annual technical support from the Principal included with the license	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 any **MUST** items in the evaluation criteria will NOT be evaluated

FORMAT FOR TECHNICAL COMPLIANCE SHEET

SR	ATTRIBUTE	SPECIFICATION	COMPLIANCE (YES/NO/ PARTIAL)

FORMAT FOR FINANCIAL BID ONLY

S#	Quoted Item (Brand, Model etc.)	Unit Price with all applicable taxes	Total Price with all applicable taxes
1	License Cost		
2	Support Cost – (Principal)		
3	Implementation Cost		
4	One year operations and support cost (Local Partner – if applicable)		
5	Professional Training for 04 persons Cost		
Total (Rs.) including all applicable taxes			

NOTE:

1. Annual renewal /support from principal will start after implementation.
2. Operations and support cost from local partner will start after implementation
3. Bid found in compliance of the mandatory requirements in technical evaluation and quoting lowest Total price shall be selected.

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 mark page number on each page of the bid and mention the exact page number of relevant documents in the table below.** 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	Availability on Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavits			
6	Bid Bond/Security (As applicable)			
7	Bid Validity period of 150 days(As applicable)			
8	Bidding documents duly signed and stamped			
9	Contact Number and Email Address for correspondence			

SAMPLE AGREEMENT

This agreement (“Agreement”) is made on this _____ day of _____ 2021,

By and Between

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

And

_____ having its registered **Office** at _____ (herein after referred to as the “**Contractor**” which expression shall be deemed to include, where the context so permits, its successors in interests, administrators and permitted assigns) OF THE OTHER PART;

The Commission and the Contractor may hereinafter individually be referred to as Party and collectively as Parties.

WHEREAS:

A- The Commission requires Database Security solution from a competent Firm/Company dealing in Database Security Solution and Services for published requirement at its Head Office Islamabad and branch Offices.

B- The Contractor represents and warrants that it has the requisite expertise and resources to provide the services required by the Commission.

C- The Contractor has agreed and the Commission has approved the Services to be provided by the Contractor on the terms and conditions mentioned herein Annex – - _____.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1-Duration

- 1-1. This Agreement will become effective as of _____ and will remain in effect for a period of **01 Year** (the “Term”). 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.

1-2. Prior to the expiration of the term, this Agreement may be extended for a further period by mutual agreement between the parties, provided that, the parties must enter in to a mutual written agreement to extend the term. When used in this agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

2-Scope of Work

2-1. The Services to be provided by the contractor under this Agreement shall be in accordance with Annex-_____.

3- Payments

3-1. The Contractor will charge the Commission a fixed amount of PKR0000000/- (inclusive of all taxes) for _____. The payment will be made as per payments terms mentioned herein after.

- 1. After Delivery of Licenses /Software 40%
- 2. After Installation and Configuration 40%
- 3. After Professional Training 20%

Note: Local Partner one-year operation and maintenance cost will be billed quarterly in four equal installments at the end of every quarter

3-4. The Commission will ensure timely payments within forty-five (45) days of the receipt of an invoice from the Contractor.

3-5. Any payments made under this Agreement by the Commission shall be less any Government taxes, which the Commission is authorized under the law to deduct.

4-Contractor Obligations

4-1. The Contractor will engage its own qualified employees / staff at the premises.

4-2. The Contractor will be exclusively responsible for all legal benefits to its staff / employees including compensation for death, injury etc. while performing the Contractor’s obligations under this Agreement and the Commission shall have no obligation or responsibility on any account whatsoever.

4-3. The Contractor shall be responsible for all acts or omissions of any of its staff or personnel working on the Commission’s premises and shall be liable for any loss or damage suffered by the Commission and shall compensate the Commission accordingly.

4-4. The Contractor will indemnify the Commission against all the damages or losses etc. that may be caused by his staff / employees due to any reason whatsoever, including but not limited to theft, malignance and pilferage etc.

4-5. The work done and standards observed / maintained by the Contractor will be checked, inspected and reviewed by the authorized officer(s) of the Commission to ensure that the

work is being done and standards are observed as per terms of the Agreement and agreed specification, who may issue or give such notice, advises or reminders to the Contractor as may be necessary for the proper execution of the Agreement.

- 4-6. The authorized officers of the Commission will at all the time have free access to all part of the work area where the work carried out by the Contractor is in progress. The Contractor will extend all possible help and facilitate as may be required by Commission.
- 4-7. The billing invoice of the Contractor will be verified by authorized officer(s) of the Commission to check whether the Contractor has fulfilled his obligations as per terms of the Agreement and the payment will be made to the contractor accordingly.
- 4-8. The Contractor shall ensure that it obtains the necessary insurance coverage for its staff employees deputed at the premises for any loss or damage.

5- Termination

- 5-1. This Agreement may be terminated by either party by providing thirty (30) days prior written notice to the other party if the other party is in material breach of its obligations under this Agreement and the breach has not been remedied for a period of fifteen (15) days after the notice has been issued.

6- Dispute Resolution

If any dispute arises at any time between the parties:

- 6-1. The parties shall endeavor to resolve such differences amicably.
- 6-2. In the event of that such differences cannot be resolved within a period of fifteen (15) days: the matter shall be referred to the Departmental Head IT of the Commission, who shall be the sole arbitrator, as agreed by the parties.
- 6-3. The decision shall be final and binding on both the parties however, 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.
- 6.4. The place of arbitration shall be Islamabad and the Arbitration Act, 1940, shall govern the arbitration. The language of the arbitration shall be English.

7- Force Majeure

- 7-1. Any failure or omission by any party to perform any obligation under this Agreement shall not be deemed a breach to the extent that such failure or omission is caused by any supervening event (event of the force majeure) beyond the reasonable control of party so effected (to include but not limited to acts of God, acts of Government, war explosions, terrorism, sabotage, natural disaster, riots, civil commotion, strikes, labor disputes and break down of communication system etc.) and which by the exercise of reasonable diligence could not be prevented or provided against and effects of which by could not be overcome by reasonable expenditure.
- 7-2. The party so affected by an event of force majeure shall as soon as it becomes aware of the occurrence thereof, immediately notify the other party, the party so effected shall do all that is reasonably possible to remove or ameliorate the effect of such an event of force majeure. If all reasonable efforts fail or if the event of force majeure persists beyond a period of thirty (30) days, either party may terminate this Agreement with immediate effect.

8- Governing Law and Jurisdiction

- 8.1 This agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.
- 8.2 Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

9- Amendment

This Agreement and schedules thereto shall not be amended except by the mutual consent in writing of both the parties.

10- Assignment

The Contractor shall not assign this Agreement or any of its obligations hereunder, either in whole or any part, to any other person in any form or manner what so ever, without the prior written consent of the Commission.

11- Waiver

The failure of any party to exercise any right or the waiver by any party of any breach, shall not prevent a subsequent exercise of such a right or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

12- Entire Agreement

This Agreement along with the schedules constitutes the entire agreement between the parties in respect of the subject matter hereof and supersedes all prior oral or written arrangements.

13- Severance

If any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respects, such provision (s) shall be limited, modified or severed as necessary to eliminate the invalidity, illegality or unenforceability and all other provisions of this Agreement shall remain unaffected.

14- Notice

- 14-1. Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, facsimile or electronic mail to such party at the contact details detailed below.

To the Commission:

Securities and Exchange Commission of Pakistan
NIC Building 63, Jinnah Avenue, Islamabad
Telephone 051-9207092-4
Facsimile: 051-9204915
E-mail:

To the Contractor:

Name:
Address:

Telephone
E-mail:

- 14-2. A party may change its contact details by providing notice thereof to the other party without having to amend this agreement in accordance with this article.

15- Confidentiality

- 15-1. 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 communication to and by the Commission about any of its business information. The Contractor shall not disclose any such information to any person.
- 15-2. The Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the Commission or which the Contractor or any of its employees / staff may obtain directly or indirectly during the course of performance of this Agreement.
- 15-3. It shall keep strictly confidential any and all information that may divulge upon it or any of its personnel during the course of performance of this agreement. It shall not disclose any such information to any person or allow utilization of the same in any person. The terms of confidentiality as applicable on the employees of the Commission in terms of SECP Act 1997 shall be applicable on all the staff and personnel of Contractor working in the premises.
- 15-4. In order to ensure confidentiality, Non-Disclosure Agreement i.e. **Schedule-B**, shall be signed by both the parties.

16- 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** (not applicable for this contract)

(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.

17- Relationship

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

18- Stamp Duty

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

19- Schedules & Annexure

Any and all schedules and annexures to this Agreement shall be deemed to be an integral part of this Agreement and shall be construed accordingly.

In witness hereof the parties hereto have executed this agreement on the date and at the place first above mentioned.

For Securities and Exchange
Commission of Pakistan

For -----

Name: _____

Name: _____

Title _____

Title: _____

Witness

Witness

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

Enclosed Annexures

Annexure x	Technical Proposal	/
SOW		
Annexure x	Financial Proposal	
Annexure x	Project Plan	
Annexure x	NDA	