



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**T# 17/22-23**

### **Invitation to Bid**

The Securities & Exchange Commission of Pakistan invites sealed bids from the principal's authorized service provider/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:

### **Maintenance and Support Services for the Service Desk Management System ("SDMS") and SDMS Mobile App**

Bidding document for above mentioned requirement and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement 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 **March 17, 2023 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. 051-9195302/051-9195437 during office hours (Monday to Friday excluding Public Holidays)

M. Ubaidullah Khalid, Add. Joint Director (Admin)  
4<sup>th</sup> Floor NICL Building, Jinnah Avenue, Blue Area Islamabad.

## Terms and Conditions for Bids and Bidders

1. **Tender Identification Number: TENDER # 17/22-23**

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

### **Maintenance and Support Services for the Service Desk Management System ("SDMS") and SDMS Mobile App**

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 Security to be enclosed and should be with the Technical bid envelop. BID Security should not be placed within the envelope of financial bid/proposal, failing which the bid shall be rejected.**

6. Initially, only the envelope marked "**TECHNICAL BID**" shall be opened publicly. The envelope marked as "**FINANCIAL BID**" and **Bid Security** shall be retained.

7. After the evaluation and approval of the technical bid, financial bids of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidders will be returned.

8. The amount of the bid and bid security shall be in Pak rupees. The bids should be accompanied by bid security (refundable) amounting to Rs.40, 000 in shape of either pay order, demand draft in favor of Securities and Exchange Commission of Pakistan. Cheque will not be acceptable.

9. Bids not accompanied by Bid Security or with less amount of Bid Security will be rejected.

10. In case any bidder submits more than one option against this invitation then Bid Security shall be submitted against highest quoted option.

11. 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.**

12. If any supplier is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.

13. Tax shall be deducted/withheld as per applicable sales tax and income tax law.

14. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>

15. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
16. The bid validity period shall be 150 days.
17. If the bid is withdrawn after bid opening time and before the expiry of bid validity the Bid Security will be forfeited in favor of the SECP, Islamabad.
18. The language of the bid is English and alternative bids shall not be considered.
19. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
20. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
21. The rates must be quoted strictly in accordance with our documents and Annex(s).
22. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
23. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
24. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bided price MUST be inclusive of all applicable taxes. 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.
25. **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.**
26. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder.
27. 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 Security submitted with the bid will be forfeited in favor of the Commission.
28. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
29. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
30. **Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.**
31. "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".

32. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
33. All software-based items contain installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
34. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
35. **In case nature of required license/support renewal is perpetual then WHT @ 15% shall be withheld from the gross amount of the invoice (inclusive of sales tax). Any bidder who has not quoted its financial proposal keeping in view the above-mentioned tax treatment, his proposal shall not considered and rejected without assigning any reason. Any change in future with respect to aforementioned tax treatment shall be dealt and applied as per law.**
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](mailto:ubaidullah.khalid@secp.gov.pk)
44. The Bid 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 Security of unsuccessful bidders will be returned after award of contract to successful bidder.
45. During the retention period the Bid Security, no interest / markup will be provided on this amount by Commission to bidder at the time of refund/ release of Bid 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 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:** **Maintenance and Support for Service Desk Management System (“SDMS”) and SDMS Mobile Application**

**Bidder Name** XYZ

**Attention** M. Ubaidullah Khalid,  
Add. Joint Director, Admin,  
4<sup>th</sup> Floor, NICL Building, 63 Jinnah Avenue Blue Area,  
Islamabad

54. The deadline for the submission of bids is:

**Date: March 17, 2023**

**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: March 17, 2023**

**Time: 1130Hrs**

A statement “Not to be opened before **1130Hrs on March 17, 2023**” shall be clearly mentioned on the top of the sealed bid.

**Note: Attachment Details are as under:**

1.	Terms of Reference/Scope of Work	Annex “A”
2.	Eligibility/Technical Evaluation Criteria	Annex “B”
3.	Compliance Status Form	Annex “C”
4.	Financial Bid Submission Form	Annex “D”
5.	Format of Affidavit/Undertaking	Annex “E”
6.	Documentary Evidence	Annex “F”
7.	Sample Agreement	Annex “G”

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

**Terms of Reference - Maintenance and Support for the Service Desk Management System (“SDMS”) and SDMS Mobile App**

## **Background**

The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector, etc. The head office of the SECP is in Islamabad and branch offices are located in Islamabad, Peshawar, Lahore, Faisalabad, Multan, Sukkur, Karachi, Quetta and Gilgit.

## **Overview**

The Securities and Exchange Commission of Pakistan has successfully launched its online web-based Service Desk Management System (“SDMS”) fully integrated with a toll-free number and SMS service on June 1, 2017 to address the complaints of the stakeholders and respond to their queries. Following the successful implementation of the SDMS (fully integrated with a toll free number and SMS push service), in June 2018, SECP further leveraged technology to deliver a mobile application of the SDMS ensuring swift filing, prompt handling and regular reporting on queries and complaints. Now, stakeholders can also file queries/complaints by using SECP SDMS Mobile App. This App provides the general public much convenience to lodge the new queries and complaints in short span of time. In addition, the user can also track the fate of their queries and complaints instantly.

## **Scope of Work**

SECP requires services for maintenance and support for the SDMS (Asterisk based call manager, including DB, OS, Web Server, Web App) and SDMS Mobile App for one year. The scope of work includes but not limited to the following:

### **1. Support and Maintenance**

- Bug fixing and trouble shooting in the existing system;
- Operational support to all the users of the SDMS and its Mobile App;
- Content Management (update and uploading);
- Maintenance of SDMS MIS and webpage along with Mobile App;
- Updating the designs and layouts of existing reports (SDMS and mobile app as well as Asterisk and Elastic reports);
- Maintenance and management of SDMS and backend database;
- Management of hosting services with current service provider (if required);
- Introduction of new/additional features;
- Upgrading of CMS/SDMS and all related technologies to the latest stable release versions available;
- Security of the system;
- Regular monthly visits or as and when required by SECP to coordinate, address outstanding issues and train relevant users; and
- Any other ancillary matter.
- Mandatory quarterly Performance tuning

### **2. Change Management**

In addition to the scope not covered in para 1 “Support and Maintenance” above, change management may include:

- Any major change
- New feature addition
- Major improvement in existing feature
- Integration with any other system
- Development of new reports, dashboard, or any other improvement in the system

### Eligibility/Technical Evaluation Criteria

The Vendor should provide documented evidence for Sn. 1 & 3

Sn.	Functionality	Criteria
1	The service Provider should have national presence and experience in providing similar services.	<b>Must</b>
2	The vendor should be able to provide 24/7 support.	<b>Must</b>
3	Responsibility of security of the system	<b>Must</b>
4	Must have served at least 01 similar contract (Attach proof)	<b>Must</b>

**Note:**

**Bids NOT in compliance with any MUST item(s)/requirement in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation.**

### Technical Evaluation Criteria

S. No.	Criteria	Marks
1	Experience of providing similar services	10 marks for each client subject to maximum of 20 marks
2	Experience of satisfactorily managing projects of public sector institution	20
Total		40

**Note:**

Bidder securing the minimum 30 marks out of 40 marks will only be eligible for next stage i.e. financial bid opening.

**Appropriate documentary evidence to the satisfaction of the Commission shall be provided as evidence to claim marks against experience mentioned above.**

### Compliance Status Form

**Note: Please fill the compliance status and provide relevant page number of your proposal where Documentary evidence and details are provided against each functionality.**

S. No.	Functionality	Compliance Status		Proposal Page Number
		Yes	No	
1	The service Provider should have national presence and experience in providing similar services.			
2	The vendor should be able to provide 24/7 support.			
3	Responsibility of security of the system			



## Financial Bid Submission Form

## 1. Support and Maintenance

Requirement	Price (Inclusive of all Taxes)
Price for Maintenance and Support Services for SDMS and SDMS Mobile App	
<b>Total Price (A)</b>	

## 2. Change Management

Requirement	Price (Inclusive of all Taxes)
Price for Change Management for SDMS CMS and SDMS Mobile App  (Please provide per change rate) with 20 changes per year assuming 08-man hours per change	
<b>Total Price (B)</b>	

## Note:

- Bids in compliance with all MUST requirements and quoting **Lowest Total Price (Rs.) i.e. Total Price (A) + Total Price (B)**, will be selected.
- The above price includes all costs to complete this project** including project management, travel to the SECP's office, lodging, supplies/consumables, phone/fax, and other miscellaneous expenses. The SECP shall not reimburse any other costs beyond this price.

**Format of Affidavit/Undertaking (DULY NOTARIZED)**

**Bidder must submit following undertaking (on stamp paper of Rs.100 ) duly notarized, failing which the bid shall be rejected**

- a) I, Mr. .... S/o..... holding CNIC # ..... from M/s ..... Having Its business office at ....., do hereby solemnly affirm and declare as under;
- b) That M/s ..... is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- c) We also confirm that our firm has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- e) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

***Note: In case 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***

***Name:***

\_\_\_\_\_

***Signature***

\_\_\_\_\_

***Stamp:***

\_\_\_\_\_

**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	Affidavit(s)/Undertaking			
6	Bid Security (As applicable)			
7	Bid Validity period of 150 days (As applicable)			
8	Bidding documents duly signed/ stamped			
9	Authorized Contact Number and Email Address.			

### Sample Agreement

This Agreement (“Agreement”) is made at Islamabad on this \_\_\_\_\_.

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

-----, having its office at \_\_\_\_\_ (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 **Maintenance and Support services for the Service Desk Management System and SDMS Mobile App** specified in (Annexure A).

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 \_\_\_\_\_ 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 enable and provide **Maintenance and Support services for the Service Desk Management System and SDMS Mobile App** specified in Annex “A”.
- ii. Detail of scope of Work to be developed is given in (Annexures).

iii. The Contractor shall, with respect to the Purchase Order, keep the response time down to minimum and shall immediately develop the required process.

iv. This Agreement covers **Change Management and Maintenance and Support services for the Service Desk Management System and SDMS Mobile App** as per (Annexures). Any additional item 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. The Commission agrees to pay to the Vendor an amount of PKR \_\_\_\_\_ (inclusive of all applicable taxes) against any and all the services to be provided under this Agreement.
- ii. The schedule of payment and timelines for maintenance and support services is as under:

Mile Stone	Amount incl. of taxes to be paid (in PKR)
<u>Quarterly payment for maintenance and Support services</u>	
Total for 12 Months:	

- i. Invoices will be issued to the Commission after each quarter. After the receipt of such invoices from the Vendor, the Commission shall notify vendor of their acceptance of the invoice and make payment within fifteen working days.
- ii. Payments shall be made to the vendor in the name of \_\_\_\_\_ unless otherwise specified and agreed by the Parties and in accordance with the policy and procedure of the Commission.

### 4. Termination

The Commission reserve the right to terminate this contract upon the 1 month notice at any time during the life of the Agreement in which case, it will be liable to pay for services rendered only up until the time availed from the vendor.

### 5. Force Majeure

- i. Neither Party shall be liable for any delay in or failure to perform or observe its obligations under this Agreement, if such failures or delays are caused by acts of God, wars, riots, strikes, accident, explosion, fire, shortage of labor or materials, labor disputes, government restrictions, faults in the equipment, act of terrorism, or any other cause beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time equal to the time lost by reason of the delay. The affected Party shall notify the other in writing of such events or circumstances promptly upon their occurrence. If an event of Force Majeure uninterruptedly continues for a period of thirty (30) days, the Party not affected by the Force Majeure but by the non-performance of the Party affected by the Force Majeure may terminate this Agreement with a written notice of ten (10) days to the other Party.

## 6. Reporting and Monitoring

- i. Both parties shall assign a primary contact person that shall be the person duly designated, interalia, for ensuring level or service and timely execution of work covered by this Agreement ("Primary Contact"). Unless the authorization of a person is duly removed and the same is duly notified in writing to the other party, the persons who shall initially be the primary contact for each party shall remain such as be mentioned.

	SECP's Primary Contact	Vendor's Primary Contact
Name:		
Designation:		
Mailing Address:		
Email:		
Mobile		

- ii. Both parties shall assign a secondary contact person that shall be the person duly designated, interalia, for doing all the acts that the primary contact is authorized to do subject to the condition that he may only do such things in case the primary contact is not available ("Secondary Contact"). Unless the authorization of a person is duly removed and the same is duly notified in writing to the other party, the persons who shall initially be the primary contact for each party shall remain such as be mentioned.

	SECP's Primary Contact	Vendor's Primary Contact
Name:		
Designation:		
Mailing Address:		
Email:		
Mobile		

## 7. Modifications and Waiver

- i. Except where provided otherwise, changes to the terms and conditions set forth in this agreement shall be in writing and approved by all the Parties and any waiver therefrom must be in writing and be signed by the Party waiving its rights, if waiving.
- ii. Any failure or delay by either Party in exercising any right or remedy shall not constitute a waiver.

## 8. 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.

## **9. 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.

## **10. Assignment**

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

## **11. Liquidated Damages**

- i. Contractor shall be bound to provide the required development 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 only. However, imposed penalty shall not exceed 10% of the PO/contract value.
- ii. In case the Contractor supplies fake/counterfeit items, 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 are not provided as per requirement.
- iv. The Commission may also claim damages other than liquidated damages from the Contractor.

## **12. Non-Exclusivity**

Nothing herein contained is intended to nor shall limit or restrict either Party's ability to enter into similar agreements, understandings or arrangements with other persons, parties or entities.

## **13. 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;

## **14. Amendments or Modification:**

This Agreement may be modified or amended from time to time only by a written agreement. Each such instrument shall be reduced to writing and shall be designated on its face as an amendment to this Agreement.

## **15. Contractor Warranties:**

The Contractor represents and warrants to the Commission the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Contractor has with another party.
2. The Software will not violate the intellectual property rights of any other party.
3. After the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Contractor shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

## **16. Non-Disclosure/Confidentiality**

- i. All material, literature and documents provided by each Party to the other shall be treated as completely confidential and shall not be disclosed, communicated or used in any manner by any of the Parties other than as specified in this Agreement.
- ii. All material, literature and documents provided by each Party to the other shall be returned along with any copies thereof at the time of expiry/termination of the Agreement in such manner as the disclosing Party specifies.
- iii. If any of the Parties is requested or required by law to disclose any confidential information, it is agreed that such Party shall provide the other with prompt notice of such request(s) so that the other may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. It is further agreed that if, failing the entry of a protective order or the receipt of a waiver hereunder, either party is, in the written opinion of its counsel, compelled to disclose proprietary information under pain of liability for contempt or other material censure or material penalty, such Party may disclose such information to the extent required without liability hereunder.

## **17. Notices**

- i. All notices required by this Agreement to be given to any of the Parties shall be addressed as follows. The parties shall forthwith notify the others in case of change in their respective addresses given below:

For SECP:

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

For Vendor:

For the purposes of this clause, a Party may take the address and Facsimile number of the other Party to be:

To:  
Attn;  
Mailing Address:  
Facsimile Number:  
Email:  
Bank Account:



## 18. 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.

## 19. Stamp Duty

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

For and on Behalf of Commission

For and on Behalf of "Successful Bidder"

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

WITNESS

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*Terms and conditions may change at the time of signing off by both parties with mutual agreement*

**Annexure A of Sample agreement**  
**List of Items/Scope of Work**