



**SECURITIES AND EXCHANGE COMMISSION
OF PAKISTAN**

T# 01/23-24

Invitation to Bid

1. The Securities and Exchange Commission of Pakistan invites sealed bids from public sector companies/ entities registered with the 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 (if applicable) for following:

Requirements	Tender Ref No.
Hiring of Testing Services	T# 01 (i) /23-24

2. The Securities and Exchange Commission of Pakistan invites sealed bids from service providers registered with the 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 (if applicable) for following:

Requirements	Tender Ref No.
Hiring of Janitorial Services	T# 01 (ii) /23-24

Interested service providers may get bidding document (s) containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, Terms of reference, evaluation criteria, clarification/rejection of bids etc. against above requirements 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 (s), must reach undersigned on or before **August 18, 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. 051-9195437/051-9195477 during office hours (Monday to Friday excluding Public Holidays)

Ayesha Saddiqua -Assistant Director (Admin)
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.

Terms and Conditions for Bids and Bidders

1. Tender Identification Number: **TENDER #01 (i) /23-24**

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 public sector companies/entities registered with the 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 (if applicable) for:

Hiring of Testing Services/Agency

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. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** shall be retained.
6. 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.50,000 in shape of either pay order, demand draft in favor of Securities and Exchange Commission of Pakistan. Cheque will not be acceptable.
7. The Bid Security should be with/within the Technical Bid envelop.
8. Bid security should **not be enclosed** in the envelope of financial bid/proposal, failing which the bid shall be rejected.
9. Bids not accompanied by bid security or with less amount of bid security will be rejected
10. The bid validity period shall be 150 days.
11. 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 bidder will be returned.
12. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the SECP. **Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.**
13. 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/>

14. SECP reserves the right to reject all bids and cancel this invitation at any stage of the bidding process.
15. 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.
16. The language of the bid is English and alternative bids shall not be considered.
17. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
18. The amount of the bid shall be in Pak rupees, however, for the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
19. 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.
20. Bid security of the bidder who is unable to supply ordered items/provide services shall be forfeited in favor of SECP
21. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the service providers 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 service provider shall be part of the bid.
24. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of 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. 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 service provider. In case selected service provider is not willing to provide required services on quoted rates then its bid security submitted with the bid will be forfeited in favor of the SECP and second lowest evaluated bid will be considered.
27. Free of cost benefits (if any) offered by the bidder shall be part of the bid.
28. The quantities/strength /requirements required may vary according to SECP requirement.
29. Selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated bidder. In case selected bidder is not willing to supply/provide services on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the SECP.

30. 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.
31. During the retention period the bid bond/security, no interest / markup will be provided by SECP to bidder at the time of refund/release of bid bond/security.
32. The interested bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business, for not less than 05 years.
33. Bids shall be evaluated as per evaluation criteria prescribed in the bidding documents.
34. The proof of bidder's existence as public sector company or entity .
35. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.
36. Tax shall be deducted/withheld as per applicable sales tax and income tax law. If selected service provider is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
37. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, if applicable.
38. Services provided must be paid in respect of all applied allowances, duties and taxes.
39. The bidders do not have the option of submitting their bids electronically.
40. Telegraphic and conditional bids will not be accepted.
41. Unsealed bids will not accepted shall be considered 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. SECP shall disqualify any service provider if it finds at any time that the information submitted by the service provider is false and materially inaccurate.
44. Clarification if any on the requirement may be obtained from: ayesha.saddiqua@secp.gov.pk
45. The place of bid destination is: **Securities and Exchange Commission of Pakistan**, 4th Floor, NICL Building, 63 Jinnah Avenue, Islamabad.
46. The envelopes shall bear the following additional identification marks:

47. The deadline for the submission of bids is:

Date: August 18, 2023
Time: 1100Hrs

48. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan
NICL Building, 63 Jinnah Avenue, Islamabad
Date: August 18, 2023
Time: 1130 Hrs.

49. A statement “**Not to be opened before 1130Hrs August 18, 2023**” shall be clearly mentioned on the top of the sealed bid.

50. The bids received after the due date and time will not be entertained.

51. Successful bidder will have to sign a legal agreement with SECP. All the services shall be in accordance with the agreement signed between the parties’ i.e., SECP and the successful bidder;

Note:

a. The attachment details are as under:

1.	Terms of Reference	Annex “A”
2.	Financial Bid Submission Form	Annex “B”
3.	Evaluation Criteria	Annex “C”
5.	Sample Agreement	Annex “D”
6.	Documentary Evidence Form	Annex “E”
7.	Affidavit format	Annex “F”

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

Terms of Reference

1. Securities and Exchange Commission of Pakistan (SECP), invites sealed proposals for “Hiring of Testing Services” to conduct screening tests against different vacant posts in its various offices.

2. **SECP’S OVERVIEW**

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 SECP Head Office is at Islamabad, whereas, the registration offices are at Islamabad, Lahore, Peshawar, Multan, Faisalabad, Sukkur, Karachi, Quetta, Gilgit-Baltistan.

Interested service providers are invited to furnish information for 03-years contract for providing the testing services for employment of Management Cadre; in business management, securities market, law, accountancy, economics, finance, insurance, information technology and risk management etc.

The service providers shall also represent and warrant that they have the requisite expertise and adequate skills to provide the services as required by the SECP.

3. **SCOPE OF WORK**

The SECP requires services of the Testing Agency that shall: -

- ❖ Design the application Form(s) and share the same with SECP.
- ❖ Collect and evaluate the applications of the candidates in conformity with the relevant conditions for eligibility or SECP will directly solicit applications
- ❖ Applications will further be sorted category-wise by the Testing Agency to conduct test at the respective testing centers.
- ❖ Conduct screening tests at different testing centers.
- ❖ Testing Agency will provide broad guidelines / topic to set the test pattern.
- ❖ Testing agency will provide domicile wise results (if required).
- ❖ Each test will be conducted according to prescribed requirements of arrangement at National, Provincial, District level.

4. **LEVELS FOR WHICH SCREENING TEST IS REQUIRED**

The SECP may desire the screening test to fill the Management Cadre position mainly at Entry-level from time to time in various office (Islamabad, Lahore, Peshawar, Multan, Faisalabad, Sukkur, Karachi, Quetta, Gilgit-Baltistan or any other city of Pakistan). However, the SECP may desire to conduct test for recruitment at senior level as well.

5. PROPOSAL REQUIREMENTS

Proposals must include the following:

- ❖ Name of the Bidder/agency with location of its offices and their contact numbers.
- ❖ Should have 05 years' experience to conduct such test at large scale.
- ❖ Prior experience to conduct test/examination services for recruitment in public sector organizations/departments.
- ❖ Demonstrate capacity to undertake paper based as well as computer-based tests of general/specially across the country.
- ❖ Demonstrate the strong management system of test development, administration and assessment.
- ❖ The Bidder/agency shall have a legal status recognized for local applicant. Relevant ISO certificate shall be preferred.
- ❖ Detailed profile of Bidder, description of similar assignments, experience in similar conditions, availability of appropriate skills amongst staff, mechanism for test development.
- ❖ Testing Agencies are required to provide copy of NTN Certificate, GST Certificate (if applicable) and undertaking as per prescribed format.

6. REQUIREMENTS OF TESTING AGENCY

The Testing Agency for Screening Test will be hired keeping in view the following: -

- a. The Testing Agency should be a public sector company/entity.
- b. Must have at least 05 year' experience in the relevant field.
- c. It should have established infrastructure for the purpose. Bidder shall accomplish the work or the services through its own resources without involving private sector as a partner or in the form of a joint venture or as a sub-contractor.
- d. It should not have been blacklisted by any Government Office.

Financial Bid Submission Form

FORMAT FOR FINANCIAL BID

S#	Requirements	Price/Service Charges per applicant including all taxes
1.	SECP Graduate Training Program (Year 1)	
2.	SECP Graduate Training Program (Year 2)	
3.	SECP Graduate Training Program (Year 3)	
Grand Total of 03 years' service		1+2+3

The above fixed price includes all costs to complete the required services including management, travel lodging, supplies/consumables, phone/fax, out of pocket expenses, any other cost and other miscellaneous expenses. The SECP shall not reimburse any other costs beyond this fixed price.

Grand total of 03-years' service will be considered for financial evaluation.

Evaluation Criteria

Bids shall be evaluated as per following criteria:

1. The minimum technical score required to qualify for the next phase i.e. opening of Financial Proposals, is 70% of total marks i.e.-----,
 - a. The bidders who qualify for the next level i.e. opening of financial proposals will be evaluated on the basis of 70:30 (Technical Evaluation Weight 70% and Financial Evaluation Weight 30%)
 - b. Proposal(s) securing less than minimum 70% marks, in technical evaluation shall NOT be considered for financial evaluation.
 - c. Proposal(s) securing minimum 70% marks in technical evaluation shall ONLY be considered for financial evaluation and formula for determining the Technical Score is as under:
 - d. **Technical Score (T)** = Marks Obtained/ Total Marks x 70

2. **Financial Evaluation:** *Formula for determining the Financial Score is as under:*

$$\text{Financial Score (F)} = ((\text{Lowest quoted price} / \text{Firm's price under evaluation}) \times 30)$$

3. **Final Scoring:** The Formula for determining the Final Score is as under:

$$\text{Total Score} = \text{Technical Score (T)} + \text{Financial Score (F)}$$

4. Bid Securing Highest Total Score shall be awarded the contract.
 - Evaluation will be carried out on the basis of provided information/evidence in light of the requirements.
 - **The bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the bidding document and its annexures.**
 - **Failure to comply with instructions will be at the bidder's risk and may affect the evaluation of the bid/proposal.**
 - **Proposals/bids that do not comprehensively address the scope of work/TOR and requirements may be rejected. Inability to comply with the corresponding instructions, general conditions of contract, terms and specifications may lead to rejection of proposal.**

5. Technical Evaluation Criteria

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Sub Marks	Marks Given to Bidder
1.	Qualified and experienced senior management/top management running the affairs of testing services (Certified, PhD, Masters, Technical etc) Please provide the profile/CVs of the top management in the format provided in Annex II	05		
	Upto 05 management resources		2.5	
	Upto 10 management resources		05	

2.	Experience of the testing agency: (1 mark for each year after 05 years', subject to maximum of 10 marks)	10	10	
3.	Competence Profile: having competent test development team with relevant experience of test conducting: (Please provide the list of employees in test development teams with their qualification and area of expertise.	10		
	50-100 Employees		2.5	
	101-200 Employees		05	
	201-300 Employees		10	
4.	Testing Agency's Relevant Experience, (recruitment tests conducted for entry-level management positions. Test conducted for staff/clerical/non-clerical employment shall not be considered. Please provide detail/list of top five clients, tests date , and number of registered candidates in the three below mentioned categories on format enclosed as Annex III . This will be verified from the relevant client organizations (if required). 1 mark for each of the public sector organizations , subject to maximum marks for each of the mentioned categories.	15		
	Tests conducted for public sector organizations		05	
	Tests conducted for private sector organizations		05	
	Tests conducted for Financial Institutions/Banks		05	
5.	Testing Agency's Experience in terms of number of candidates tested so far. (Please provide details of clients and tests dates, number of candidates which could be verified from the client organizations) Top five may be considered Please provide figures and positions	20		
	Less than 100,000 candidates tested		05	
	100,000 to 500,000		10	
	Above 500,000		20	
6.	Testing Agency's geographic presence. Addresses of regional registered offices and venues required:	05		
	Regional Offices in various Provinces/Regions. (1 mark for presence in each province/region, maximum 5 marks):		05	
7.	Testing Service Project Handled for Government Sector (1 mark for each project handled ensuring conformity to the schedule & TOR, subject to a maximum of 10) (Please provide details of clients, test date and status of completion)	10	10	
8.	Methodology			
	Work plan and timelines of Pre and Post Test activities in the form of flow chart/diagram (the service provider with most efficient timelines covering all test related activities shall be given 10 marks, rest will be pro rata)	10	10	

	Questionnaire Database covering all requisite subjects for Aptitude Test (e.g. arithmetic, English proficiency, General knowledge, IQ, current affairs, etc.) and subject based knowledge test (e.g. management, business management, finance, insurance, accountancy, law, risk management, IT, etc) The shared details by the service providers shall be verified.	20		
	Upto 5000 questions in each above-mentioned categories		5	
	Upto 10,000 questions in each above-mentioned categories		10	
	Upto 15,000 questions in each above-mentioned categories		15	
	Upto 20,000 questions in each above-mentioned categories		20	
	Database Management System/HRIS/Software for the applicants (Please provide details with screenshot)	05	05	
9.	Mechanism to Ensure Transparency/ Confidentiality (the service provider with most efficient mechanism shall be given 5 marks, rest will be pro rata)	05	05	
10.				
	Total Marks	115	115	

Sample Agreement - TESTING SERVICE PROVIDER AGREEMENT

This agreement (“Agreement”) is made on this ____ day of ____ 2023

By and between

Securities & Exchange Commission of Pakistan, a statutory body established under section 3 of the Securities and Exchange Commission of Pakistan Act, 1997 with its head office located at **NICL Building, 63 Jinnah Avenue, Islamabad** (the “Commission”, which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part)

And

Successful Bidder Name [please explain the legal status and Principle Line of Business] (the “Service Provider”, which expression shall, where the context so admits, include its successors in interest and permitted assigns of the Other Part)

Commission and the Service Provider shall hereinafter collectively be referred to as the “Parties” and the “Party” individually.

Whereas;

- a) The Commission is established for the beneficial regulation of the capital markets, superintendence and control of corporate entities, and for matters connected therewith and incidental thereto.
- b) The Commission in order to ensure transparency and impartiality in the recruitment process for various positions is desirous of acquiring testing services (“**Services**”) for the posts desired to be filled in through appointment by the Commission.
- c) The Service Provider is a well reputed and has experienced professionals in similar industry i.e. testing services.
- d) The Service Provider represents and warrants that it has the requisite expertise and adequate skills to provide the Services as required by the Commission.
- e) The Commission has agreed to engage the Services of the Service Provider and the Service Provider has agreed to provide the same in accordance with this Agreement.

Now, therefore, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

1. Duration

This Agreement will become effective on the date of signing this Agreement and will remain in effect for a period of three (03) years (the “Term”) or until terminated in accordance with Clause 7 or 9 of this Agreement. The termination under Clause 7 or 9 of this Agreement, shall not however,

- a. relieve either Party from any expense, liability or obligation or any remedy which has accrued or attached prior to the date of such termination, nor
- b. cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. The phrase “the Term” used in this Agreement shall refer to the entire duration of the Agreement.

2. Definition

In this Agreement, the following terms shall have the meanings assigned as under:

- a) “Commission” means the Securities and Exchange Commission of Pakistan (SECP or the Commission).
- b) “Force Majeure” means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, natural catastrophe and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or commission or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute “Force Majeure”.
- c) “Service Provider” means Successful Bidder Name
- d) “Services” means the testing services to be provided by the Service Provider under this Agreement.

3. Services

- a) The Service Provider shall perform the Services under this Agreement as detailed in **Annexure-A**.
- b) The Service Provider shall perform and execute the Services at the times and in the manner as specified in **Annexure-A** to this Agreement with due care and skill in accordance with the best professional standards prevailing in similar industry (i.e. Testing services) to the satisfaction of the Commission.
- c) The Service Provider recognizes and assures that any Services provided under this Agreement and work done shall be the exclusive property of the Commission and the Service Provider shall have no right or claim to it.
- d) This Agreement does not in any manner restrict the Commission from the appointment of any other Service Provider for similar purposes or cannot in any manner be construed to restrict the power of the Commission to appoint another service provider. The Commission reserves the right of appointment concerning the subject matter of this

Agreement and may appoint several Service Providers for the purpose of the Services stated herein.

- e) The Parties further agree that the Commission will not appoint any other Service Provider who is not selected for similar purposes during the contract period. However, the condition set forth in this sub-clause will remain in effect till the submission of final deliverable (summary profiles and resumes) for each position by Service Provider or a written notice of 10 working days by the Commission revoking such assignment.

4. Responsibilities

a) Service Provider

The Service Provider shall: -

- (i) ensure the effective performance and execution of Services detailed in **Annexure-A**.
- (ii) endeavor to effectively perform its obligations and ensure to satisfy the objective of the Commission regarding the Services.
- (iii) make appropriate documentation available to the Commission regarding services provided to the Commission pursuant to this Agreement as a whole as well as step wise services and processes.

b) Commission

The Commission shall: -

- i. arrange for adequate and concise documentation on the basis of which the service provider has to provide its services to the Commission in order to facilitate the Service Provider for the execution of Services to be rendered under this Agreement in conformity with the requirements of the Commission.
- ii. facilitate the Service Provider regarding execution of the Services.
- iii. provide adequate information necessary for the execution of the Services to be performed by the Service Provider.
- iv. ensure that the terms of this Agreement are implemented as mutually agreed between the Parties.
- v. Ensure timely payments for the services provided by the Service Provider in accordance with the Agreement.

5. Payments

- a) Fifty percent (50%) of the agreed fee shall be charged from all applicants along with applications or as deemed appropriate.
- b) Balance 50% (if applicable) of the testing fee mutually agreed between the Commission and the Service provider will be processed after completion of the assignment. No advance payment shall be made to the service provider, in this regard.
- c) All payments shall be less any Government taxes which the Commission is required by law to deduct.
- d) The payments shall be made in Pak rupees through cheque.

The Services to be performed by (Successful Bidder) hereunder are personal in nature, and the Commission has engaged (Successful Bidder) as a result of (Successful Bidder)'s expertise relating to such Services. (Successful Bidder), therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Commission's prior written consent. Nothing in this Agreement shall prevent the assignment by the Commission of this Agreement or any right, duty or obligation hereunder to any third party.

6. Proprietary Information/Confidentiality

- a) During the course of the Agreement, both Parties will share information of confidential and / or proprietary nature. Recipient agrees not to disclose any information to any third parties or to any of its employees except those employees who have a need to know the information to accomplish a stated task in accordance with the terms and conditions of this Agreement and such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement.
- b) Each Party 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 either Party about any of its business information. Neither Party shall disclose any such information to any person or allow utilization of the same in any manner by any person.
- c) Each Party shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the other Party or which the receiving Party or any of its employees may obtain directly or indirectly during the course of performance of this agreement or after the completion of the term or after termination of this Agreement.
- d) Notwithstanding the foregoing, recipient may disclose the disclosing Party's information if it is required by law; provided, however, that recipient will use all reasonable efforts to notify disclosing Party of the obligation to make such disclosure in advance of the disclosure so that disclosing Party will have a reasonable opportunity to object to the disclosure and that recipient requests confidential treatment of the disclosed information. Further, the disclosing party shall treat the confidential information with the same degree of care as required under the law..

- e) The treatment accorded by the foregoing clause shall be binding on both the Parties and shall remain in force even after termination of this Agreement or the duration of this Agreement is completed.

7. Termination

- a) Either Party may terminate this Agreement in writing if the other Party fails to remedy a breach of the terms of this Agreement within fifteen (15) days of a written notice to do so.
- b) The Commission may terminate this Agreement if the Service Provider fails to provide the Services in accordance with this Agreement with a notice period of thirty (30) days.
- c) The Service Provider may terminate this Agreement if the Commission fails to make payments in accordance with this Agreement with a notice period of thirty (30) days.

8. Force Majeure

- a) The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by “Force Majeure” (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- b) Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavors to remove, avoid and / or mitigate the effects of such circumstances.
- c) If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either Party may terminate this Agreement by notice to the other Party.
- d) For the purpose of this clause, a prolonged period is one exceeding (30) days.

9. Dispute Resolution/Arbitration

- a) The Parties shall attempt to amicably resolve any and all disputes as to the interpretation of any provision of the Agreement or as to the performance of any action or obligation either Party hereunder.
- b) If the Parties cannot settle any dispute or difference within thirty (30) days after first conferring, then such dispute or difference shall be settled through arbitration each party shall appoint one arbitrator and the appointed arbitrators shall then appoint and umpire. The award of the arbitrators or in case of a dispute between the arbitrators, the umpire shall be final and binding. Either Party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interest pending completion of the arbitration proceedings. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.

- c) The arbitrators shall preferably be retired judge of High Courts of Pakistan. The arbitrators 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.
- d) 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.

10. Notices

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

- b) **Address for notices**

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

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

If to Commission:

Attn:

Head of Department (Administration)

Securities & Exchange Commission of Pakistan

NIC Building, 63-Jinnah Avenue Islamabad

Tel: +92-51-9195221

If to Service Provider:

Attn: Name

Designation

Address

Tel & Fax

11. Relationship

The (Successful Bidder) agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the (Successful Bidder) and the Commission. The (Successful Bidder) shall have no right to receive any employee benefits provided by the Commission to its employees. (Successful Bidder) agrees to pay all taxes due in respect

of the Consultancy Fee and to indemnify the Commission in respect of any obligation that may be imposed on the Commission to pay any such taxes or resulting from (Successful Bidder)'s being determined not to be an independent contractor. This Agreement does not authorize the (Successful Bidder) to act for the Commission as its agent or to make commitments for and on behalf of the Commission.

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

13. Amendment

- a) No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties and without signing an addendum in writing between the parties.
- b) This Agreement shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.

14. Applicable Law and Jurisdiction

- a) This Agreement is governed by the laws of the Islamic Republic of Pakistan.
- b) Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

15. Stamp Duty

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

16. Annexure

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

In witness hereof the Parties have executed this Agreement on the day and year written above.

AGREED AND ACCEPTED

**Securities and Exchange
Commission of Pakistan**

Successful Bidder Name

Signature

Signature

Date

Date

Name

Title

WITNESS

Signature:_____

Name:_____

Title:_____

Name

Title

WITNESS

Signature:_____

Name:_____

Title:_____

Annex A of Agreement

ROLE OF THE COMMISSION AND SELECTED TESTING SERVICE PROVIDER

1. Whenever (within the time frame of this agreement) the Securities and Exchange Commission of Pakistan (SECP) has hiring requirements in the Management Cadre and is desirous to conduct employment tests for candidates, services of the selected testing service providers shall be used.

2. Approved testing service provider shall be contacted for each position and accordingly the Commission will share the following:

- a) Number, job title, locations of the position.
- b) Field/aptness area of required candidates to draft tests.
- c) Approved copy of the draft advertisement as well as name of selected newspapers.

3. Advertisement:

a) The service providers shall coordinate with Commission for the publication of advertisement. The Commission may advertise directly or through testing service, as deemed appropriate.

4. Syllabus:

- a) The Commission shall provide the eligibility criteria of all the posts, and the service provider shall propose the Syllabus (Content Weightages) to the Commission for all the posts. The Commission shall review the Syllabus and accord its approval with or without any amendments/changes, if required.
- b) The Service provider shall prepare test/questionnaire within 15 days after the closing date of advertisement.

5. Application form and Test Centers:

- a) Service provider shall design the Application Form(s) and share with the Commission for approval. The contents in the Application Form(s) shall be based on the information required from the candidate in the draft Advertisement. In the Application Form, The service provider shall offer Test Centers to the candidates for the Test in the following major cities:
 - i. Punjab: Islamabad/Rawalpindi, Lahore
 - ii. Sindh: Karachi
 - iii. Balochistan: Quetta

- iv. KPK: Peshawar
- b) The candidates shall be required to select ONE desired city according to their convenience. Service Provider shall receive the applications from the candidates on behalf of The Commission. They shall upload the Application Form(s) on its website / SECP website on or before the date of publication of the advertisement after receipt of a written go-ahead from The Commission.
- c) The service provider shall rely on the information/particulars provided by the candidate in the Application Form to prepare the lists of candidates, and shall not refer to any other document for this purpose.
- d) The Commission may verify the information provided by the candidates in the Application Form, as and when required, in respect of the selected candidates. Following documents must be shared by the candidates:
 - i. Application Form (format shall be mutually agreed)
 - ii. Photograph of the applicant
 - iii. Copies of all the educational documents/transcripts
 - iv. CNIC
 - v. Domicile Certificate (domicile information)

6. Scrutiny of Applications on the basis of Eligibility Criteria:

- a) Service Provider shall perform the scrutiny of the applications based on the eligibility criteria mentioned in the advertisement. After completion of scrutiny, Service Provider shall prepare separate lists of Eligible and Rejected candidates. The Commission may choose to scrutinize the lists as and when necessary.

7. Screening/ Written Test & Result:

- a) After finalization/approval of the syllabus, Service Provider shall set the test date, and the test center premises shall be confirmed accordingly.
- b) Service Provider shall dispatch Roll Number Slip (RNS) to the Eligible Candidates by registered mail/ UMS / email or courier intimating them the date, time, venue and other related details and instructions for the Test.
- c) Service Provider shall also intimate the candidates through text message, about dispatch of RNS, and that they can download and print the RNS information from their website in case they do not receive the hard copy through mail/ email/ courier.
- d) Service Provider shall allow the candidates in the test on verification of only CNIC or Passport of the candidates. No other identity shall be entertained to avoid impersonations. In case of lost CNIC, the candidate shall have to provide a copy of the NADRA slip to prove that he/she has applied for the fresh CNIC, along with a photo ID.
- e) If the Commission wishes to monitor the testing process, the service provider shall allow the monitoring teams of The Commission at the test Centers. However, The Commission shall intimate the names and designation of monitoring officials deputed for the prescribed Centers to Service Provider in advance.
- f) Service Provider shall complete the result of the MCQ based test within 05 working days. The result of the descriptive portion (if any) shall be prepared in 10 working days depending on the number of candidates.

8. Merit Lists:

- a) After completion of result of the written and skill tests (if any), Service Provider shall prepare the merit lists based on the obtained score by the candidates.

- b) Service Provider shall upload the result on its/SECP website for transparency purpose.

9. Interview and Verifications of Candidates' Particulars:

10. Test Fee:

- a) Service Provider shall charge (mutually agreed amount) per application as test fee against all the services mentioned above. The payment shall be made on successful completion of test and sharing of database including results with the Commission.
- b) Test fee is non-refundable and non-transferable unless desired by the Commission. E.g. Service Provider shall be responsible to reimburse the registration fee to the applicant in case of cancellation of advertisement by the Commission.

11. Work Plan:

- a) Following is a sample of the tentative work plan. Exact dates shall be determined according to the Commission's requirement:

	Time line (Duration of the step performed)
Development of Contents/ Syllabus by the Service Provider	
Approval of Syllabus by The Commission	
Advertisement by The Commission/ Service Provider	
Processing of Applications	
Uploading of Applicant lists on service provider's website / SECP website and accepting queries	
Finalization of Lists by the Service provider	
Confirmation of Test Centers	
Dispatch of Roll No. Slips for written test	
Gap after dispatch of Roll No. Slip	
Test Day	
Complete Result of the Written Test	

- b) Adjustments in the work plan for completion of the project shall be made, if required, with mutual consent of both The Commission and Service Provider.

12. Record of Application Forms:

- a) Service Provider shall keep the custody of the hard copies of the Application Forms two (02) months after completion of the project.
- b) The Commission shall be responsible to take the custody of the hard copies of the application forms within two (02) month after completion of the project, or advise Service Provider in writing to dispose of the same.
- c) Database of applicants shall be forwarded to the Commission along with related input and profiles uniformly structured as pre-agreed format.
- d) Service Provider shall be responsible for accurately and fully disclosing all relevant information and CVs along with providing the following attested documents of shortlisted candidates:
 - i. Form (format shall be mutually agreed)

- ii. Photograph of the applicant
- iii. Copies of all the educational documents/transcripts
- iv. CNIC
- v. Domicile Certificate (domicile information)

e) The Commission will inform the selected service providers for minimum eligibility score of applicants to fill the position.

13. The Commission shall give no TA/DA to candidates appearing for test.

14. The Commission will communicate the name of the selected candidates to the concerned service provider; otherwise, the process will be repeated till a suitable candidate is selected for the position.

15. On completion of recruitment cycle of each position the selected service providers shall require to provide the following to the Commission:

- a) Duly signed and stamped copy of complete database of all the applicants' along with summary sheet.
- b) List of all applicants with status (eligible/ineligible) and reason in case of ineligibility.

Terms and conditions (other than scope of work) may change at the time of signing off by both parties with mutual agreement

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	On Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavit(s) /Undertaking			
6	Bid Bond/Security			
7	Bid Validity period of 150 days			

Note: Submission of bid against this invitation shall be considered acceptance of all terms and conditions

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: _____

General Information

Name and address of applicant:

Type of applicant: only public sector organization

Date established:

Name and address of applicant bankers:

Whether the applicant is registered with Income Tax Department under Pakistani Law? (if so provide)

Registration No. _____

Number of Experts/ Consultant/ Human Resource Base:

CEO / Managing Director:

Contact Person:

Telephone numbers:

Fax number:

Email Address:

GENERAL INFORMATION

1	Name														
2	Date of Birth/ Age														
3	Current Position														
4	Date of Joining														
5	C.N.I.C. No.						-							-	
6	Present Address:														
7	Present Phone	Cell No.						Line No.							
8	Qualification:														
	Degree/Professional Certificate		Institute		Thesis		Percentage/ Grade/GPA		Period						
									From (dd/mm/yy)			To (dd/mm/yy)			
9	Experience Detail:														
	Past Employer		Year of Service		Designation	Nature of Duties	Salary / Grade								
			From (dd-mm-yy)	To (dd-mm-yy)											
10	Training Details:														
	Training Type		Name of Institute		Title of Course		From Date (dd-mm-yy)		To Date (dd-mm-yy)						

Annexure-III

Public Sector					
Name of Client	No. of Positions filled	Designation/ Rank of the post for which test was conducted	Test Date	No. of Candidates	Status
1		Management posts only			Completed/ incomplete
2					
3					
Private Sector					
Name of Client	No. of Positions filled	Designation/ Rank of the post for which test was conducted	Test Date	No. of Candidates	Status
1		Management posts only			Completed/ incomplete
2					
3					
Financial Institutions					
Name of Client	No. of Positions filled	Designation/ Rank of the post for which test was conducted	Test Date	No. of Candidates	Status
1		Management posts only			Completed/ incomplete
2					
3					