



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

CORRIGENDUM

Reference to SECP's Invitation to bid published in newspapers i.e. **The Express Tribune (English)** and **Roznama Jang (Urdu)**, on April 10, 2025 for:

S. No.	Requirements	Tender Ref. No.
1.	Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)	T# 28(iv)/24-25
2.	Software Subscription and Support renewal of IBM Guardium	T# 28(v)/24-25

It is informed that the last date for submission/opening of bids for the above-mentioned requirements have been extended.

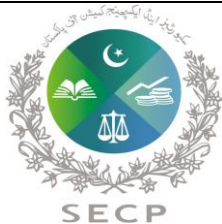
Bids/Proposals must be prepared in strict accordance with the instructions outlined in the revised bidding document(s) and submitted exclusively through EPADS on or before 11:00 AM, **May 12, 2025**. The bids will be opened on the same day at 11:30 AM.

In case of any technical difficulty in using E-PADS, prospective bidder(s) may contact PPRA at <https://www.ppra.org.pk/>

For further inquiries, please contact the Admin Department at 051-9195474, 9195437, 9195477 during office hours (Monday to Friday, excluding Public Holidays) or email at procurement.info@secp.gov.pk

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

Advertisement published in newspapers in newspapers i.e. The Express Tribune (English) and Roznama Jang (Urdu), on April 10, 2025



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 28/24-25

Invitation to Bid

The Securities & Exchange Commission of Pakistan invites sealed bids through **PPRA's e-Pak Acquisition & Disposal System (EPADS)** from the authorized service 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:

S. No.	Requirements	Tender Ref. No.	Bid Submission and Opening Date
1.	Procurement of System for InfoSec Awareness and Phishing Simulation	T# 28(i)/24-25	April 24, 2025
2.	SLA/Support Renewal for Dell Server	T# 28(ii)/24-25	
3.	Procurement of Router	T# 28(iii)/24-25	
4.	Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)	T# 28(iv)/24-25	April 28, 2025
5.	Software Subscription and Support renewal of IBM Guardium	T# 28(v)/24-25	

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 requirements are available for the interested bidders from the undersigned free of cost and can also be downloaded from <https://eprocure.gov.pk/> OR <https://www.secp.gov.pk/procurement/>

The bids prepared in accordance with the instructions in the bidding documents, should be submitted ONLY through EPADS on or before **1100Hrs** on the specified date for each requirement. The bids will be opened on the same day at **1130Hrs**.

In case of any technical difficulty in using EPADS, prospective bidders may contact PPRA at <https://www.ppra.org.pk/>

In case of any query, Admin Department may be contacted on Telephone No. 051-9195477/051-9195437 during office hours (Monday to Friday excluding Public Holidays) and on email address: Procurement.info@secp.gov.pk

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

Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

Securities and Exchange Commission of Pakistan

Standard Bidding Documents for Procurement of General Goods

PART-A - BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the goods to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

Securities and Exchange Commission of Pakistan (SECP)

Bid No. T#28(iv)/24-25

For

Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)

Invitation to Bids

Date: April 09, 2025

1. This Invitation to Bids follows the Procurement Notice (PN) T#28(iv)/24-25 for the subject Project/Procurement which appeared on PPRA Website and two daily newspapers.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 24-25. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP).
3. The SECP now invites sealed bids from eligible Suppliers of Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP).
4. The bidding shall be conducted in line with the Single Stage Two Envelop procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
5. All bids must be accompanied by a scanned copy of Bid Security in the form of Banker's Cheque i.e. Pay Order in the amount of Rs.200,000. **The ORIGINAL Bid Security must be submitted to the procuring agency any time before the closing time of bid submission failing which the bid shall be rejected.**
6. The original bid, properly filled in, must be submitted **ONLY through e-Pak Acquisition & Disposal System (EPADS) EPADS** at or before 1100Hrs on May 12, 2025. The bids (or technical part of the bids as the case may be) will be opened promptly thereafter at 1130Hrs in public and in the presence of bidders' representatives who choose to attend in the opening at the Securities and Exchange Commission of Pakistan (SECP), NICL Building, Jinnah Avenue, Blue Area, Islamabad.

Ayesha Saddiqua, Assistant Director (Admin)

Securities and Exchange Commission of Pakistan (SECP),
4th Floor NICL Building, Jinnah Avenue, Blue Area, Islamabad

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS .
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1	<p>A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.</p> <p><i>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i></p>
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be

		evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or

		<p>influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</p> <p>f) Submit more than one Bid in this Bidding process.</p>
	3.8	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	<p>Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p>
	3.10	<p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.</p>
	3.11	<p>Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid</p>

		price is envisaged.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS .
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for

		clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	<p>Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.</p> <p>In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.</p>
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 .
	8.5	If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a

		prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</p>
	9.3	<p>To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <p>a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15;</p>

		<p>b) Details of the Sample(s) where applicable and requested in the BDS.</p> <p>c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</p> <p>d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;</p> <p>e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;</p> <p>f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</p> <p>h) Any other document required in the BDS.</p>
	11.2	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <p>(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</p> <p>(b) carriage paid;</p> <p>(c) received on, or before, the closing time and date for the submission of bids; and</p> <p>(d) evaluated to determine compliance with all characteristics listed in the BDS.</p>

	11.3	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)-</p> <p>(a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</p>
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	<p>The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical specifications and performance characteristics of the</p>

		<p>Goods;</p> <p>b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p> <p>c) any other procurement specific documentation requirement as stated in the BDS.</p>
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4

		titled as “Eligible Countries”.
	13.3	<p>The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:</p> <ul style="list-style-type: none"> a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods’ Manufacturer or producer to deliver the goods in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of

		<p>the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): <ul style="list-style-type: none"> i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: <ul style="list-style-type: none"> A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded.

		<p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p> <p>b) For goods offered from abroad:</p> <p>i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.</p> <p>v) the price of (incidental) services, if any, listed in the BDS.</p>
	15.8	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p>

		<p>a) For Goods: -</p> <p>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</p> <p>i) The price of the related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	15.9	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.10	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.</p> <p>b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services</p>

		originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2	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 (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration

		for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
18. Bid Security or Bid Securing Declaration	18.1	Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9 .
	18.3	<p>The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the BDS
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring

		Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 28 .
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42 .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> i) withdraws its Bid during the period of Bid Validity

		<p>as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or</p> <p>ii) does not accept the correction of errors pursuant to ITB 30.3; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <p>i) to sign the contract in accordance with ITB 41; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with ITB 42.</p>
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an

Bids		authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i>
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address

		<p>given in the BDS; and</p> <p>b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.</p>
	22.3	<p>In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <p>a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.</p>
	22.4	<p>The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring Agency at the address provided in the Bidding Data;</p> <p>b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to ITB 23.1.</p> <p>c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.24</p>
		<p>If all envelopes are not sealed and marked as required by ITB 22.2 , ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.</p>
23. Deadline for	23.1	<p>Bids shall be received by the Procuring Agency no later</p>

<i>Submission of Bids</i>		than the date and time specified in the BDS .
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 .
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the

		Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid

		Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 .
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification,

		evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring

		Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	<p>Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or

		information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> (a) <i>Submit the number of copies of signed bids required by the invitation;</i> (b) <i>Furnish required information concerning the number of its employees;</i> (c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i>
	29.5	<p>Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in</p>

		the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 29 , it shall reject the Bid.
31. Correction of Errors	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-

		<p>totals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p>
	31.2	<p>The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9.</p>
32. Conversion to Single Currency	32.1	<p>To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. 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 (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.</p>
	32.2	<p>The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS.</p>
33. Evaluation of Bids	33.1	<p>The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29.</p>
	33.2	<p>In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of</p>

		Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	<p>The Procuring Agency's evaluation of a Bid will take into account:</p> <ul style="list-style-type: none"> a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
		<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the

		<p>Bid;</p> <p>f) the projected operating and maintenance costs during the life of the equipment;</p> <p>g) the performance and productivity of the equipment offered; and/or</p> <p>h) other specific criteria indicated in the TBS and/or in the Technical Specifications.</p>
	33.5	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p><i>(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i></p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.</p> <p><i>(b) Delivery schedule.</i></p> <p>i) The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a</p>

		<p>percentage, specified in the BDS, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.</p> <p style="text-align: center;">Or</p> <p>ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p style="text-align: center;">Or</p> <p>(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.</p> <p>(c) <i>Deviation in payment schedule.</i></p> <p>i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and</p>
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		<p>indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.</p> <p style="text-align: center;">Or</p> <p>ii) The SCC stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p> <p><i>(d) Cost of spare parts</i></p> <p>i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.</p> <p style="text-align: center;">Or</p> <p>ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.</p> <p style="text-align: center;">Or</p>
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		<p>iii) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the BDS, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.</p> <p><i>(e) Spare parts and after sales service facilities in Pakistan</i></p> <p>The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the BDS or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.</p> <p><i>(f) Operating and maintenance costs</i></p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the BDS or in the Technical Specifications.</p> <p><i>(g) Performance and productivity of the equipment.</i></p> <p>(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or in the Technical Specifications.</p> <p style="text-align: center;">Or</p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant</p>
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		<p>provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the BDS or in the Technical Specifications.</p> <p>(h) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	33.6	<p>If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS.</p>
34. Domestic Preference	34.1	<p>If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.</p>
35. Determination of Most Advantageous Bid	35.1	<p>In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.</p>

	35.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <ol style="list-style-type: none"> Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	<p>After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
	36.2	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in

		<p>combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</p> <p>(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</p> <p>(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the bid price with the cost estimate;</p> <p>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</p> <p>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p>
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	36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

37. Criteria of Award	37.1	<p>Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <p style="padding-left: 40px;">a) eligible in accordance with the provisions of ITB 3;</p>
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		<p>b) is determined to be qualified to perform the Contract satisfactorily; and</p> <p>c) Successful negotiations have been concluded, if any.</p>
38. Negotiations	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <p>(a) a minor alteration to the technical details of the statement of requirements;</p> <p>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</p> <p>(c) a minor amendment to the special conditions of Contract;</p> <p>(d) finalizing payment arrangements;</p> <p>(e) delivery arrangements;</p> <p>(f) the methodology for provision of related services; or</p> <p>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	38.2	<p>Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.</p>
39. Procuring Agency's Right to reject All Bids	39.1	<p>Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.</p>
	39.2	<p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p>
	39.3	<p>The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.</p>

40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.

	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as

		prescribed in ITB 44.2.
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC .
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3.	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	<p>In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p>
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	<p>The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none">i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;ii. Fails to perform his contractual obligations; andiii. Fails to abide by the id securing declaration;
	49.2	<p>The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p>

	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the

		procuring agency.
	49.1 0	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.1 1	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.1 2	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

Only registered supplier/service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR/respective revenue boards are eligible to supply goods/provide services to the Commission. Bids of all those who are not registered with the Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax shall be rejected.

In case bidder (if selected) is not in ATL at the time of payment, then the payment shall be stopped till he files his mandatory returns and appears on ATL of FBR OR whole of the tax involved or as applicable to supplies on the basis of gross value of supplies shall be deducted.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name of Procuring Agency: Securities and Exchange Commission of Pakistan. The subject of procurement is: <u>Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)</u> Period for delivery of goods: as per Annex A Commencement date for delivery of Goods: within 05 days after signing the contract/issuance of Purchase Order
2	2.1 & 2.2	Financial year for the operations of the Procuring Agency: 24-25 Name of Project <u>Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)</u> Name of financing institution: Self Name and identification number of the Contract: T#28(iv)/24-25
4.	3.1	Joint venture, consortium or association of companies are not allowed.

5.	4.1	Ineligible country(s) is or are Israel and India.
6.	4.6	Demonstration of authorization by manufacturer: Required

B. Bidding Documents

7.	7.2	The number of documents to be completed and submitted ONLY through EPADS
8.	8.1	The address for clarification of Bidding Documents is Ayesha Saddiqua, Assistant Director (Admin) 4 th Floor NICL Building, Jinnah Avenue, Blue Area, Islamabad. procurement.info@secp.gov.pk Clarification should reach before till next day of the pre-bid meeting day and by COB hours. Queries received after that shall not be entertained.
	8.5	Pre-bid meeting will be held at 1100Hrs on April 17, 2025.

C. Preparation of Bids

9.	10.1	The Language of all correspondences and documents related to the Bid is: English
10.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: as per Annex A
11.	11.2 (b)	Characteristics as per Annex A and B
12.	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid as per Annex A and B
13.	12.3 (c)	Other procurement specific documentation requirements are: as per Annex A
14.	12.4	Spare parts required for <i>[specify number of years]</i> of years of operation.NA
15.	13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: as per Annex A and B. The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.
16.	15.6 15.7 (a) (iii), (iv) (optional)	For goods manufactured from within Pakistan the price quoted shall be <u>DDP</u>

17.	15.7 (a) (i) & 15.6 (b) (i) (ii), (iii) (optional) (iv), (v) (optional)	For goods offered from abroad the price quoted shall be: <i>Pak Rupee and DDP basis.</i>
	15.9	The price shall be fixed.
18.	16.1 (a)	a) For goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ; b) For goods and related services originating outside Pakistan, the Bidder shall express its Bid in any convertible currency.
19.	16.2	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.
20.	17.1	The Bid Validity period shall be <i>120</i> days.
21.	18.1	The amount of Bid Security shall be Rs.200,000 All bids must be accompanied by a scanned copy of Bid Security in the form of Banker's Cheque i.e. Pay Order in the amount of Rs.200,000. The ORIGINAL Bid Security must be submitted to the procuring agency any time before the closing time of bid submission, failing which the bid shall be rejected. The currency of the Bid Security shall be: Pak Rupee.
22.	18.3	The Bid Security shall be in the form of: Bankers Cheque i.e. Pay Order
23.	18.3 (c)	Other forms of security are:NA
24.	19.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
235	21.1	The number of copies of the Bid to be completed and

		submitted shall be ONE and only through EPADS.
26.	21.2	Written confirmation of authorization are: Details are given in Annex A and B.

D. Submission of Bids

27.	22.2 (a)	Bid shall be submitted ONLY through EPADS
28.	22.2 (b)	<p>Title of the subject Procurement or Project name: <u>Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)</u></p> <p>ITB title and No: <i>T#28(iv)/24-25</i></p> <p>Time and date for submission: <i>1100Hrs on May 12, 2025</i></p>
29.	23.1	<p>The deadline for Bid submission is</p> <p>a) Day :<i>Monday</i></p> <p>b) Date: <i>May 12, 2025</i></p> <p>c) Time:<i>1100Hrs</i></p>

E. Opening and Evaluation of Bids

30.	26.1	<p>The Bid opening shall take place at:</p> <p>: Securities and Exchange Commission of Pakistan (SECP)</p> <p>Building/Plot No.: 63-NICL Building, Jinnah Avenue Blue Area, Islamabad, Pakistan</p> <p>a) Day: <i>Monday</i></p> <p>b) Date: <i>May 12, 2025</i></p> <p>c) Time:<i>1130Hrs</i></p>
31.	32.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>Pak Rupee</i></p> <p>The source of exchange rate shall be: <i>State Bank of Pakistan</i></p>

		The date of exchange rate shall be: the date of opening of financial bids.
32.	35	Evaluation Techniques Quality and Cost Based Selection (QCBS) (a) In such combination, there shall be some specific weightage of both the technical features (such as prescribed in ITB 35.2) and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The highest ranked bid shall be declared, on th basis of combined evaluation.
33.	33.4 (h)	Other specific criteria are as per details in Annex A
34.	33.5 (a)	Inland transportation from EXW/port of entry/border point to <i>[name of Project site(s)]</i> , and insurance and incidentals. Bidder shall furnish: <ul style="list-style-type: none"> • estimated dimensions and shipping weight of each package. • approximate EXW/ Applicable INCOTERM value of each package.
35.	33.5 (b) Option (i) Option (ii) Option (iii)	Delivery schedule. as per details in Annex A
36.	33.5 (c) (ii)	Deviation in payment schedule <i>"is not" applicable.</i>
37.	33.5 (d)	Cost of spare parts.NA

38.	33.5(e)	Spare parts and after sales service facilities in Pakistan. NA
39.	33.5 (f)	Operating and maintenance costs. Reference to the methodology specified in the Technical Specifications or elsewhere in the Bidding Documents.
40.	33.5 (g)	Performance and productivity of equipment. NA
41.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. Details as per Annex A and B
42.	33.6	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is as per Annex A and B
43.	34.1	a) Domestic preference to apply. Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
F. Award of Contract		
44.	40.1	Percentage for quantity increase or decrease is 15.
45.	43.1	The Performance Security (or guarantee) shall be <i>10 percent of the Contract Price</i>
46.	43.2	The Performance Security (or guarantee) shall be in the form of bank guarantee.
47.	44.1	The Advance Payment shall not be made.
48.	44.2	NA
49.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

50.	49.1	The address of the Procuring Agency Securities and Exchange Commission of Pakistan (SECP), 63-NICL Building, Jinnah Avenue, Blue Area, Islamabad.
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		<p>The Address of PPRA to submit a copy of grievance:</p> <p>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p>
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Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

- (i) at DDP and as per Annex A

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Note:

- a. Project Completion time may be extended up to two (02) to four (04) weeks, in case of events beyond the control of bidder and SECP. Vendor shall inform in writing to SECP of any such event and may request for extension in completion period at least two (02) weeks prior to the expiry of completion period, otherwise the request for extension will not be accepted.
- b. If any of the supplied item/equipment is rejected by SECP's relevant department or user department, vendor shall provide the replacement within the above mentioned delivery period or within 4 weeks, whichever comes later otherwise LD will be charged as per the relevant clause.
- c. In case the firm fails to complete the project even after the lapse of thirty (30) days after the expiry of the completion time, SECP reserves the right to cancel the Purchase Order, confiscate the bid security/performance bond of the firm and may black list the firm.

Technical Specifications

Details as per Annex A

SECTION VI: STANDARD FORMS

**B. STANDARD FORMS FOR
(Single Stage Two Envelope Procedure)**

Table of Forms

Letter of Bid – Technical Proposal

Letter of Bid - Financial Proposal

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Price Schedule: Goods Manufactured Outside Pakistan, to be Imported

Price Schedule: Goods Manufactured Outside Pakistan, already imported

Price Schedule: Goods Manufactured in Pakistan

Price and Completion Schedule - Related Services

Form of Bid Security

Declaration of Ultimate Beneficial Owners Information

Manufacturer's Authorization

Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Request for Bid No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency’s country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline

specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ******
[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]

No.: [insert number of bidding process]

Name of Project.: [insert identification]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Procuring Agency]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder:**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **
[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside Pakistan, to be Imported

(Group C Bids, goods to be imported)						Date: _____ No: _____		
Currencies in accordance with ITB 16						Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price APPLICABLE INCOTERM <i>[insert place of destination]</i> in accordance with ITB 15.8	Price per line item including APPLICABLE INCOTERM (Col. 5x6)	Price per line item for inland transportation and other services required in the Pakistan to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside Pakistan, already imported*

(Group C Bids, Goods already imported)										Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
Currencies in accordance with ITB 16											
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.7a(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.7	Price per line item net of Custom Duties and Import Taxes paid	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.7	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.7	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in the Purchaser's Country]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in Pakistan

Purchaser's Country _____						(Group A and B Bids)		Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
Currencies in accordance with ITB 15									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from within the origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.7)	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 16						Date: _____
						No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Declaration of Ultimate Beneficial Owners Information

Bidders are required to submit the subject declaration as per following format.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

	2.	3	4				8.	9.	10.
Name	Legal form (company / Limited liability Partnership/ Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of Incorporation/Registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of Shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of Shareholding, control or interest of legal person or legal arrangement in the Company	Identity of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1.	2.	3.	4.	5.	6.	7.	8.
Name and Surname (in Block Letters)	CNIC No.(in case of foreigner, Passport No.	Father's/Husband's Name in Full	Current Nationality	Any other Nationality(ies)	Occupation	Residential address in full or the registered/principal office address for a subscribers other than natural person	Name of shares taken by cash subscribe(in figures and words)
			Total numbers of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s)

Name and Signature
(Person authorized to issue notice on behalf of company)

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:	
			a)	“Authority” means Public Procurement Regulatory Authority.
			b)	The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
			c)	The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d)	The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e)	“Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f)	“Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g)	The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h)	“Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			i)	“Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
			j)	“Effective Contract date” is the date shown in the

				Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3 .
			k)	"Procuring Agency" means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
			l)	"Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			m)	"GCC" means the General Conditions of Contract contained in this section.
			n)	"Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
			o)	"SCC" means the Special Conditions of Contract.
			p)	"Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
			q)	"Project Name" means the name of the project stated in SCC .
			r)	"Day" means calendar day.
			s)	"Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			t)	"End User" means the organization(s) where the goods will be used, as named in the SCC .
			u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the

				Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			v)	<p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
			w)	“Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
			x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.

2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;

		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .

		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.	
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:	
			a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
			b)	A cashier's or certified check.
		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.	
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.	
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.	
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.	

		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
			a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;

			b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2		Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1		As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b)	In the event of termination of production of the spare parts:
			i)	advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
			ii)	following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare

				parts, if requested.
18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.	
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.	
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.	
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.	
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.	

19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following:

		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Sub-contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26 .
27.	Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24 ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:
			"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

		27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28.	Termination for Force Majeure	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>

		28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.	
30.	Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.	
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:	
			a)	To have any portion completed and delivered at the Contract terms and prices; and / or
			b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously

			procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8 ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated

				damages to the Procuring Agency; and
			b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	Notices	35.1		Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2		A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1		A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2		If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3		A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Procuring Agency is: Securities and Exchange Commission of Pakistan (SECP)
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>Procurement for Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)</i>
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of Pakistan
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is
		Performance Security (or guarantee) (GCC 10)
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>10 percent of the Contract Price.</i>
8.	10.4	After delivery and acceptance of the Goods, 100% percent of the Performance Security (or guarantee) shall be withheld to

		cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
	Inspections and Tests (GCC 11)	
9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.</p>
	Packing (GCC Clause 12)	
10.	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.</p>
	Delivery and Documents (GCC Clause 13)	
11.	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Agency, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;

		<ul style="list-style-type: none"> (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance Certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
12.	13.3	<p>For Goods from within Pakistan:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by Pakistan

		<p>Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	Insurance (GCC Clause 14)	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
	Related Services (GCC Clause 16)	
14.	16.1	<p>Related services to be provided are:</p> <p><i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
	Spare Parts (GCC Clause 17)	
15.	17.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
	Warranty (GCC Clause 18)	
16.	18.2	<p>GCC Clause 17.2 – In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are</p>

		<p>not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;">or</p> <p>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: 30 days
	Payment (GCC Clause 19)	
18.	19.1	(iii)
		<p>Payment for Goods and Services supplied from within Pakistan:</p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as f per terms outlined in Annexure</p> <p style="text-align: center;">(ii)</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be NA.

	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. NA
	Liquidated Damages (GCC Clause 26)	
21.	25.1	Applicable rate: 0.2% per day of undelivered materials/good's Maximum deduction: is equal to the performance security.
	Procedure for Dispute Resolution (GCC Clause 32)	
23.	32.3	<p>Dispute Resolution</p> <p><u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><u>(b) For Contracts to be entered with nationals of Pakistan:</u></p> <ol style="list-style-type: none"> 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract- whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in

		<p>this regard.</p> <ol style="list-style-type: none"> 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [<i>Insert name of the city</i>] and proceedings will be conducted in - [<i>Specify language</i>] language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.
	Notices (GCC Clause 35)	
26.	35.1	<p>— Procuring Agency's address for notice purposes: Head of Department (Admin) Securities and Exchange Commission of Pakistan (SECP) 63-NICL Building, Jinnah Avenue Blue Area, Islamabad.</p>

		– Supplier’s address for notice purposes:
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SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related-services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (h) This form of Contract;
 - (i) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (j) the Schedule of Requirements;
 - (k) the Technical Specifications;
 - (l) the Special Conditions of Contract;
 - (m) the General Conditions of the Contract;
 - (n) the Procuring Agency's Letter of Acceptance; and
 - (o) *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the
Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the
Procuring Agency)

Witness to the signatures of the Supplier:

Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

[Name of Supplier] 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 [Name of Supplier] 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.

[Name of Supplier] 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.

[Name of Supplier] 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, [Name of Supplier] 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 [Name of Supplier] 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.

[Buyer]

[Seller/Supplier]

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

(Project Overview)

1. Introduction

The **Securities and Exchange Commission of Pakistan (SECP)**, established under the SECP Act of 1997, is the apex regulatory authority governing the Pakistani securities markets, corporate sector, insurance industry, and non-banking financial sector. SECP aims to develop a modern, secure, and user-friendly **multilingual website** that serves as a gateway to multiple sub-portals for distinct user groups, integrates a document repository, and provides a streamlined, engaging experience for users seeking critical information, particularly It should facilitate promoters, investors, startups and other website users (entrepreneurs) to obtain the latest information about the relevant subjects.

The SECP invites **sealed bids** from qualified and experienced Information Technology and Digital Media companies registered in Pakistan with relevant tax authorities to **design, develop, deploy, and provide post-implementation support** for this website. Bidders are welcome and encouraged to provide alternative ideas for content management and assist SECP in achieving the redesign goals.

Our Audiences:

SECP audiences are varied, including but not limited to the following:

- General public / Pakistan business corporate consumers and workers
- Partner organizations
- Policymakers, legislative staff, and regulatory agencies
- Representatives from the industry
- Law enforcement
- Educators seeking content for classrooms, community programs, and local banks or credit unions
- Professionals interested in Market and Company data.
- Media

2. Scope of Work:

The vendor is required to deliver the following:

2.1 Website Development

- **Design and develop** a bilingual (English/Urdu) SECP website that serves as a **gateway to multiple sub-portals**, offering dedicated access for specific user groups (e.g., investors, start-ups, corporate entities, and general public).
- **Create a visually appealing, responsive, and cross-device compatible website** with an easy-to-navigate user interface (UI) that integrates existing

- SECP functionalities (e.g., investor tools, forms, etc.).
- The website should also include features for high-level **user engagement**, such as intuitive information funnels, FAQs, and interactive forms.

2.2 Sub-Portal Gateways

- **Design sub-portals** for distinct categories, including:
 1. **Startup Portal:** A dedicated space for entrepreneurs and startups to access regulatory guidance, forms, and support.
 2. **Corporate Entities Portal:** Information tailored for corporate sector users regarding compliance, regulations, and filings.
 3. **Investor Relations Portal:** A section for investors to find relevant tools, reports, and updates about the Pakistani securities market.

2.3 Document Repository

- Develop an **integrated document repository** that allows users to **search, access, and download** official documents, reports, guidelines, circulars, and regulatory notices.
- Ensure that the repository is **searchable**, with options to filter documents by type, date, or relevance.
- Implement **version control and tagging** for documents to help users access the most up-to-date information.

2.4 Start Up Portal

- Develop a **dedicated portal** for start-ups, providing **easy access to information on SECP regulations**, guidance, financial resources, and step-by-step procedures for registering and managing a business.
- Incorporate interactive features such as **Generative AI** for personalized assistance, application tracking, and links to external resources (e.g., funding opportunities).

2.5 Funnel and Engagement Features

- Implement **information funnels** to guide users from various sectors to the content that meets their specific needs, ensuring that users are led to the most relevant information based on their input or browsing patterns.
- Develop a **user dashboard** that allows logged-in users to track their progress, view recent document interactions, save frequently visited pages, and manage notifications.
- Enhance user engagement through **polls, surveys, and interactive forms** that allow SECP to collect feedback and improve website content and features.

2.6 Statistics and Trends Section

The website will include an interactive **Statistics and Trends Section** to provide users with real-time insights into key market and registration trends. This section will showcase:

- The number of companies registering across different cities in Pakistan.
- Industry-wise distribution of newly registered businesses.
- Trends and patterns in investor activities and corporate filings.
- Growth insights on startups and small businesses.
- Data visualization tools such as graphs, charts, and heatmaps for an enhanced user experience.

3. Existing System and Architecture:

Current Platform:

- Virtualized Machine: RAM 16 GB, Storage 100 GB
- Hosting Service: Nginx
- Operating System: Ubuntu Linux 22.04.01 , Linux kernel version 5.15
- Application Technology: WordPress (v6.2)
- PHP Version: 7.3.16
- Database: MySQL Version 8.1.2
- Server Resources: 16GB RAM, 100GB storage
- Multimedia Handling: Supports videos, images, and infographics.
- URLs: ~211 (<https://www.secp.gov.pk/sitemap.xml>)
- Content-Heavy Website
 - Documents
 - Posts
 - Reports
 - Newsletter
 - Guides
 - Infographic
 - Rich media etc.

4. Proposed System Architecture (Final Architecture to be Determined by Vendor):

The proposed SECP website should be developed using a scalable, secure, and highly available system architecture. Given the expected user traffic and the content-heavy nature of the website, a clustered environment is recommended for load balancing, ensuring both front-end and back-end systems operate efficiently without bottlenecks. Additionally, the system should be designed to support workflows, log management, and content handling with separate components optimized for each function.

4.1 Clustered Environment with Load Balancing

The architecture should consist of multiple servers organized in a clustered environment to ensure high availability, failover support, and performance optimization. Below is the recommended structure:

4.2 Architecture Overview (For Reference)

Component	Description	Specification
Load Balancer	Distributes incoming traffic across web servers for reliability.	Active-Active Nginx setup with session persistence
Web Front-End Servers	Handles HTTP requests, serves static and dynamic content.	2 clustered servers, Apache/Nginx, 16 GB RAM
Backend Database Servers	Stores structured data like website content and user information.	2 clustered servers, MySQL/PostgreSQL, 32 GB RAM
File Storage Server	Stores media files, documents, and images managed by CMS.	NAS or cloud storage, 500 GB capacity with redundancy
Content Delivery Network (CDN)	Caches static content globally for faster delivery.	Integration with Cloudflare or AWS CloudFront
Workflow Engine	Automates approval processes and manages workflows.	Apache Airflow, integrated with CMS
Log Management Server	Collects and analyzes logs from system components.	ELK Stack with 16 GB RAM, 500 GB SSD storage
Search Engine	Provides search functionality across site content and documents.	Elasticsearch, single-node setup for full-text search
Caching Layer	Improves performance by caching dynamic content.	Redis or Memcached, 8 GB RAM
Backup and Disaster Recovery	Ensures regular data backups and recovery in case of failures.	Automated daily backups with offsite replication
Scalability and Expansion	Supports future growth and increased traffic.	Docker containers with Kubernetes for auto-scaling

Additional Architectural Improvements

To further enhance the performance, security, and manageability of the SECP website, the following architectural improvements are proposed:

4.2.1 Content Management System (CMS) Separation

- **Recommendation:** Separate the CMS environment from the public-facing website to isolate content creation from public access.
- **Implementation:** Use a Headless CMS (such as Strapi or Contentful) that allows content authors to work in a controlled backend while serving content via APIs to the frontend.

4.2.2 Log Management and Monitoring

- **Recommendation:** Implement a **centralized** log management system to **collect and analyze logs from all system components (web servers, databases, application servers)**.
- **Implementation:** Use the ELK Stack (Elasticsearch, Logstash, Kibana) **for real-time logging, providing insights into system performance, errors, and security events. Logs should be stored for at least 6 months for audit purposes.**

4.2.3 Workflow Engine for Process Automation

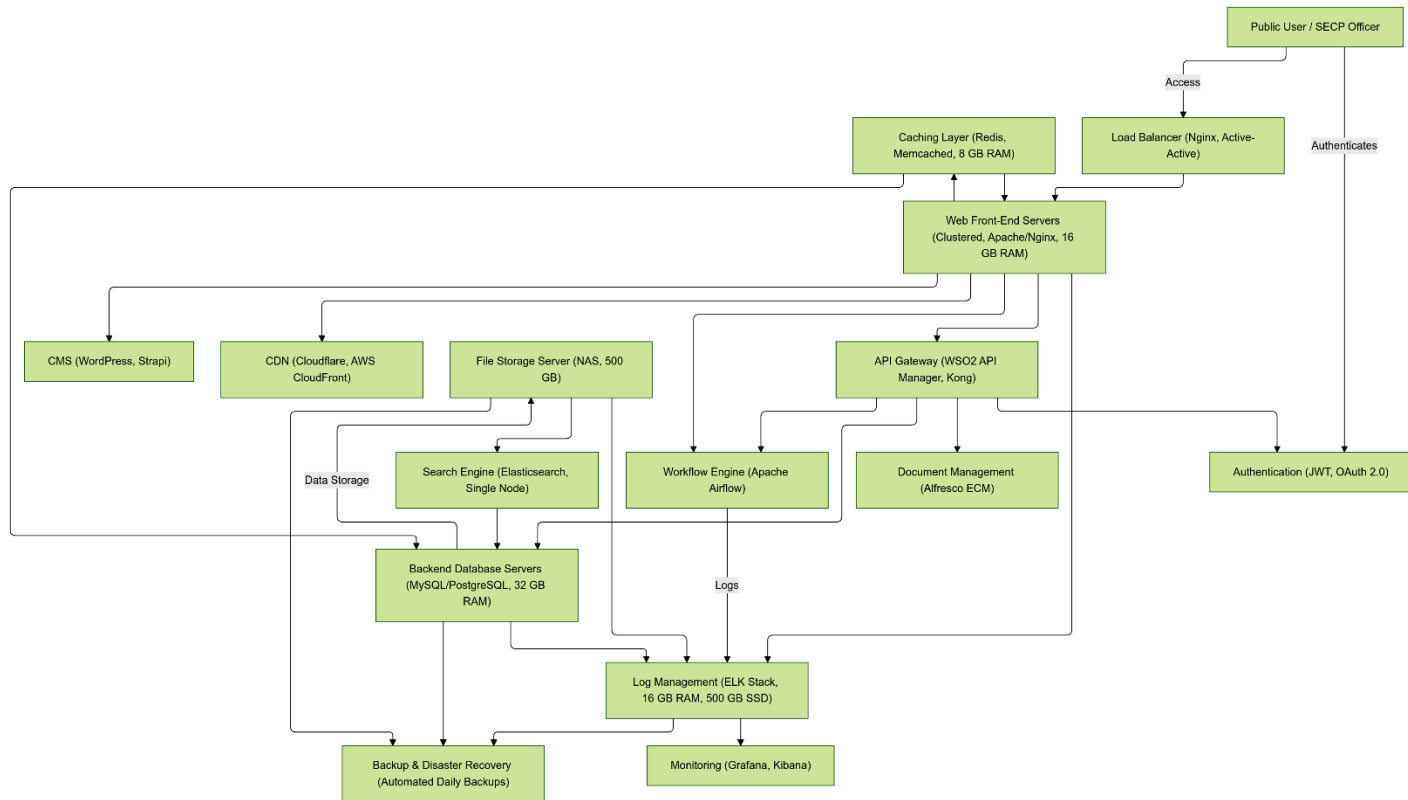
- **Recommendation:** Implement a **workflow engine** to handle content approvals, user requests, and other business processes.
- **Implementation:** Use a **BPMN-based workflow engine** like **Camunda** to define and automate workflows such as content approval and review, user registration, and document publishing.
- **Specifications:**
 - **Workflow Server:** Dedicated server running Camunda (16 GB RAM, SSD storage).
 - **Integration:** Integrated with the CMS and SECP's user management system to streamline processes.

4.2.4 Content Delivery and Caching

- **Recommendation:** Implement a global **Content Delivery Network (CDN)** and **caching layer** to improve page load speeds for static resources.
- **Implementation:**
 - Use **Cloudflare or AWS CloudFront** as the CDN provider to cache static content globally.
 - Implement **Redis** as an in-memory caching system for dynamic content, reducing database load and improving response times.

4.2.5 Scalability and Future Expansion

- **Recommendation:** Ensure that the system is built for **scalability** to accommodate future growth in traffic and data.
- **Implementation:**
 - Use **containerization** (e.g., Docker) and **orchestration tools** (e.g., Kubernetes) to scale services as needed.
 - Ensure that the architecture supports **auto-scaling** in case of increased traffic during high-demand periods.
 - Database should support **read/write splitting** and be easily extendable into a **multi-node database cluster**.



4.3 Conceptual Application Architecture Diagram Layers (Description)

1. Front-End Layer:

- The **UI** interacts with the **CMS** directly for content management (dynamic pages, posts).
- The **CMS** is integrated below the **Front-End** layer and connects to the **API Gateway** for accessing APIs.

2. API Gateway Layer:

- **API Gateway (WSO2/Kong)** acts as a central hub for handling all requests, routing them securely to various back-end services like Alfresco (Document Management), Activiti (Workflow Engine), and Red Hat Decision Manager (Rule Engine).
- Added **Authentication** using JWT or OAuth 2.0, ensuring secure access for users.

3. Business Logic Layer:

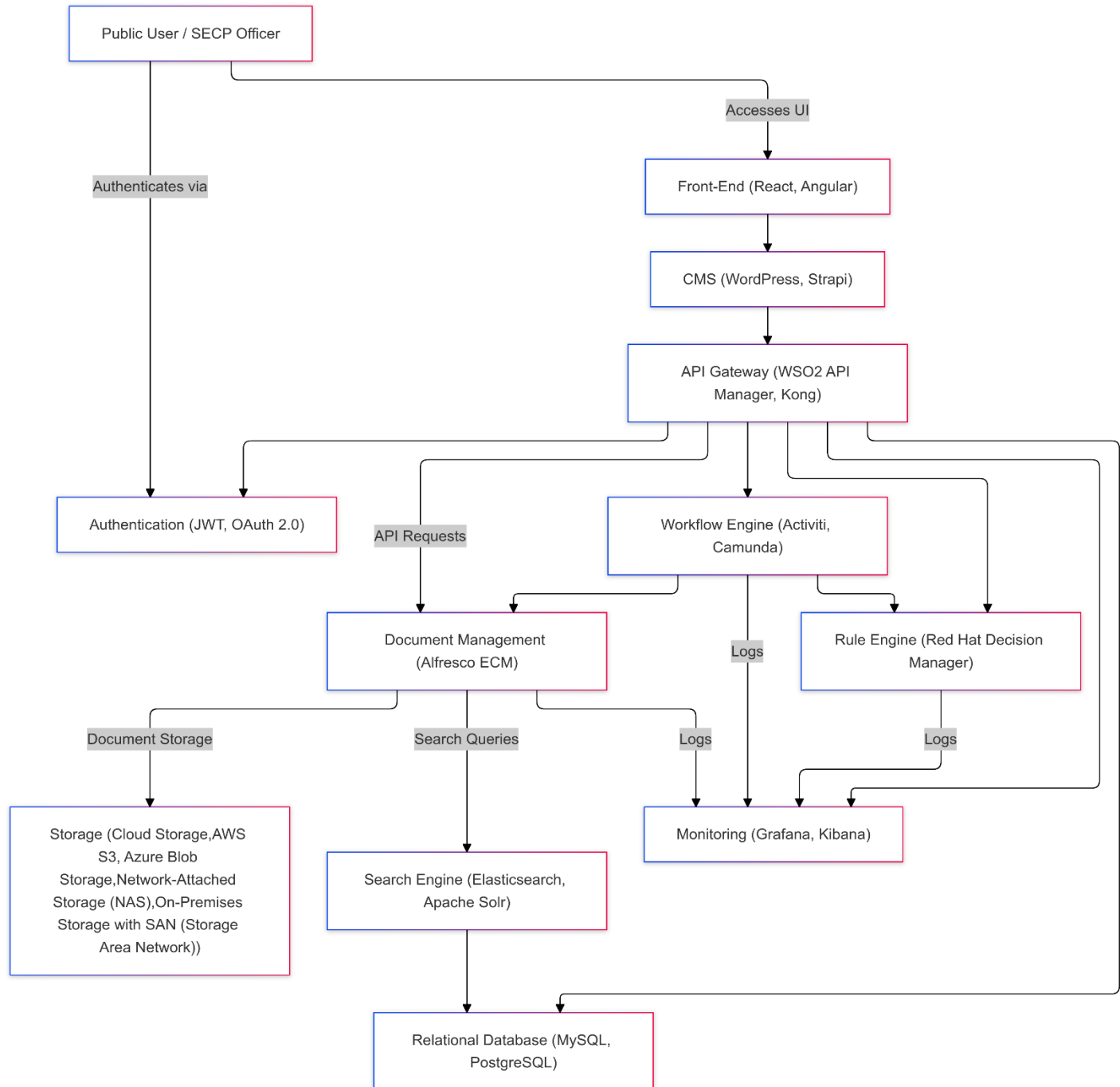
- **Alfresco ECM** handles document management tasks, integrates with **Storage** for document uploads, and **Search Engine** for document queries.
- **Workflow Engine (Activiti, Camunda)** handles business workflows and interacts with Alfresco for document approvals.
- **Rule Engine** processes complex business rules, integrated with the Workflow Engine for decision-making.

4. Data Layer:

- The **Relational Database** stores structured data (user info, logs).
 - The **Search Engine (Elasticsearch, Apache Solr)** connects to the database and Alfresco for enhanced document retrieval.
5. **Monitoring and Analytics Layer:**
- **Grafana/Kibana** provides real-time monitoring of logs and system performance from Alfresco, Workflow Engine, and Rule Engine.
6. **User Interactions:**
- The **Public User/SECP Officer** interacts with the system via the **UI** and uses **JWT/OAuth** for authentication.

4.4 Recommended Technologies (Final Selection to be Determined by Vendor)

Component	Technology Options
Front-End	React, Angular
CMS	WordPress, any other CMS
API Gateway	WSO2 API Manager, Kong
Document Management	Alfresco ECM
Workflow Engine	Activiti, Camunda
Rule Engine	Red Hat Decision Manager
Search Engine	Elasticsearch, Apache Solr
Authentication	JWT, OAuth 2.0
Storage	AWS S3, Azure Blob Storage
Monitoring	Grafana, Kibana



5. Project Objectives:

The new SECP website should:

- Serve as a central **information hub** for the regulatory framework governing Pakistan’s corporate, financial, and insurance sectors.
- Offer a **well-organized and easily searchable document repository** for laws, regulations, circulars, and updates.
- Enhance **user experience** by streamlining navigation for varied user groups and enabling personalized interactions.
- Be **secure, scalable**, and able to handle significant traffic and high-performance content such as videos and data-heavy reports.
- Function as a **dynamic gateway to sub-portals** that cater to specific user categories (e.g., startups, corporate entities, investors) while providing tools and resources that allow users to interact with SECP services more efficiently.

5.1 Overall Project Goals:

1. Develop an easy-to-access, highly searchable, secure, interactive, and cost-effective website that supports the Commission’s needs.
2. Create a standardized format for all pages to increase how user-friendly the site is and present a unified front across all departments. Google Analytics should be built into the site during design.
3. Create a website that allows multiple persons to edit/publish the web content by empowering the departments to manage their own pages /sections through a specialized workflow logic.
4. Incorporate design elements that make the site “ADA” compliant according to Guideline WCAG 2.2 and are at least AA conformance. The site also needs to be easy to navigate, visually appealing, searchable, and functional.
5. Develop a secure site that meets emerging industry standard guidelines on privacy and accessibility. It is desired that the website follows the OWASP standards.

6. General Project Guidelines:

#	Guideline	Description
1	Adherence to Standards	Ensure the use of the latest tools, technologies, and industry best practices to deliver a robust, modern, and user-focused website.
2	Third-Party Dependencies	Clearly identify all third-party hardware, software, and tools required for the project, including any associated licensing or costs.
3	Phased Project Delivery	Implement a phased rollout plan, prioritizing essential features to minimize disruption and ensure incremental testing and deployment.
4	Content Management Usability	Provide a simple, intuitive CMS for SECP staff to efficiently manage, update, and organize website content without requiring technical expertise.
5	Data and Document Migration	Migrate all existing website data, documents, and metadata into the new system, ensuring integrity and alignment with the new structure.
6	Future-Ready Design	Develop the system to accommodate future scalability, feature enhancements, and

		integrations as the organization's needs evolve.
7	Custom Feature Support	Ensure the website's architecture supports the addition of future modules, APIs, and third-party integrations with minimal rework.
8	Comprehensive Documentation	Provide detailed project documentation, including user manuals, system architecture, and a complete project timeline with milestones.
9	Handover and Training	Conduct training sessions and provide materials to ensure SECP staff can independently operate, update, and maintain the website.
10	Regular Reporting	Maintain transparent communication by submitting regular progress reports, including meeting schedules, status updates, and deliverable reviews.

6.1 Design Guidelines:

A modern, simple and eye-catching user interface including the composition of the landing and all other pages, all website elements including menu, buttons, images forms, etc. The design element of the website should be independent of the modules and data so that if design changes are required at a later stage, we should easily be able to change the front-end interface.

#	Guideline	Description
1	Modern, Visually Engaging Design	Ensure a clean, contemporary, and engaging design that aligns with SECP's branding and goals.
2	Ease of Navigation and Content Updatability	Provide an easy-to-manage interface for SECP staff, with logically grouped information and a user-friendly search function.
3	W3C Standards Compliance	Adhere to W3C standards for consistent, cross-browser compatibility and accessibility.
4	Responsive Design for Devices	Design a fully responsive site to ensure compatibility across devices like desktops, tablets, mobile phones, and screen readers.
5	Adjustable Font, Email, and Print Options	Include adjustable font sizes, article emailing, and print options similar to reputable online publications.
6	Organized Hierarchical Structure	Ensure a structured hierarchy of information that improves user experience and content discoverability.
7	Accessible Navigation Options for JavaScript Elements	Provide alternative text-based navigation if drop-down menus or mouseover elements use JavaScript, ensuring accessibility.
8	Optimized Image Formats and Copyright Compliance	Use web-optimized image formats (GIF, JPG, PNG) and ensure all images comply with copyright laws.
9	CSS for Consistent Styling	Use CSS for styling elements across pages (menus, headings, tables, forms, buttons, etc.) to ensure consistent design.
10	Metadata for Enhanced Search Engine Optimization	Apply META tags on all pages and ensure they align with SEO requirements.
11	Search Engine Optimization (SEO)	Implement SEO-friendly features like Google sitemap, meta tags, title tags, and avoid technologies that impede site indexing (excessive AJAX, JavaScript, or iframes).
12	Browser Compatibility Testing	Optimize and test for popular browsers (Chrome, Firefox, Safari, Edge).
13	Social Media Integration	Include social media sharing and following buttons for better user engagement.
14	Mobile-Friendly Design	Ensure that the site functions seamlessly on mobile devices with an intuitive mobile-responsive interface.
15	Initial Site Map for Navigation Clarity	Provide a comprehensive site map with the initial design submission to enhance navigation and usability for SECP stakeholders.

6.2 Website Integrations & Data Sharing Features:

#	Feature	Description
1	Data Sharing Flexibility	Enable the SECP website to consume and publish data in multiple formats (e.g., JSON, CSV, XML) for seamless data exchange with internal and external systems.
2	Integration with Associated Data Services	Maintain current integrations with SECP-associated company data services to ensure continuous access and compatibility with existing features.
3	Generative AI Assistant	Integrate an AI-powered Assistant/Chatbot to streamline user interactions and enhance regulatory compliance. This chatbot will combine real-time support functionalities, similar to the SECP's existing chatbot, with an AI-based compliance assistant capable of providing guidance on SECP regulations based on user queries. This unified system will offer seamless conversational support and efficient navigation of regulatory requirements.
4	Dynamic Service Requirement & Eligibility Module	Develop a dynamic module to display SECP service eligibility and requirements, with an API for real-time data sharing (detailed requirements will be provided).
5	Helpdesk System Integration	Integrate with SECP's existing Helpdesk System to streamline user support, allowing users to access support directly from the SECP website.

6.2.1 Key Integration Requirements

#	Integration Area	Requirement
1	API-First Design	Utilize RESTful APIs for all integrations to ensure standardization, scalability, and maintainability.
2	Authentication and Security	Secure all APIs using JWT or OAuth 2.0 for authentication and authorization.
3	Real-Time Synchronization	Enable real-time data exchange for integrations like document management and service eligibility modules.
4	Document Management System	Integrate with Alfresco ECM for publishing, updating, and retrieving documents directly from the website.
5	Search Engine Integration	Use Elasticsearch for indexing and retrieving documents stored in the Alfresco repository.
6	User Experience Consistency	Ensure seamless transitions for users between website modules (e.g., Chat Bot, Helpdesk System).
7	Error Handling and Monitoring	Implement centralized error logging and monitoring through the ELK Stack for all integrated systems.
8	Scalability	Ensure integrations can scale dynamically using containerized services (e.g., Docker, Kubernetes).

6.2.2 Proposed Workflow for Key Integrations

Integration	Workflow Description
Document Management System	<ol style="list-style-type: none"> 1. Document Upload: Website sends document uploads to Alfresco ECM via APIs, tagging metadata for search and retrieval. 2. Document Search: Queries from the website are processed by Elasticsearch to fetch results.
Chat Bot	<ol style="list-style-type: none"> 1. User Interaction: Chat Bot embedded on the website sends user queries to its backend API.

	2. Real-Time Response: Fetches data from service modules to generate dynamic replies.
Helpdesk System	1. Ticket Management: Users create support tickets through a form on the website. 2. API Interaction: Helpdesk System APIs handle ticket creation, updates, and responses.
Dynamic Service Eligibility	1. API Request: Website sends a request to the service eligibility API for data. 2. Dynamic Display: Eligibility and requirements are displayed dynamically based on user input.
Error Logging and Monitoring	1. Log Collection: Errors and performance metrics from all integrations are logged in the ELK Stack. 2. Monitoring: Grafana/Kibana dashboards provide real-time analytics for API performance and errors.

7. Website Requirements:

7.1 User Journey Analysis & Prototype Development

The SECP aims to deliver a user-centric, intuitive, and highly engaging website. To achieve this, the selected vendor is required to conduct comprehensive User Journey Analysis and Prototype Development as part of the project. This process will involve direct engagement with SECP's business users through design thinking workshops and user feedback sessions to gather insights into their needs, pain points, and desired features. The analysis phase will include:

#	Activity	Description	Responsibility
1	User Journey Workshops	Conduct interactive design thinking sessions with SECP's business users to gather detailed requirements and insights.	Vendor, SECP Stakeholders
2	Persona Development	Identify key user personas (e.g., investors, corporate users, startups, general public) to understand their needs, goals, and pain points.	Vendor
3	User Journey Mapping	Create detailed user journey maps for each persona, outlining the end-to-end experience and identifying critical touchpoints and required features.	Vendor
4	Pain Point Analysis	Analyse user pain points and barriers from the journey maps to prioritize features that address user challenges effectively.	Vendor
5	Feature Prioritization Workshop	Conduct a collaborative session with SECP stakeholders to prioritize features based on user needs, business goals, and feasibility.	Vendor, SECP Stakeholders
6	Wireframing	Develop low-fidelity wireframes to represent the layout and structure of key pages and user flows.	Vendor
7	Prototype Design	Create a high-fidelity, clickable prototype showcasing the proposed design, user interface, and key features for SECP review.	Vendor
8	Usability Testing	Conduct usability testing sessions with actual users to validate the prototype, gather feedback, and identify areas for improvement.	Vendor, SECP Users
9	Feedback Loop	Iterate on the prototype based on feedback from SECP stakeholders and usability testing sessions, refining the design and features.	Vendor, SECP Users
10	Final Prototype Delivery	Present the final, approved prototype to SECP, aligned with user journey insights and validated through testing.	Vendor
11	User Journey	Compile a comprehensive report detailing user personas,	Vendor

	Report	journey maps, pain points, feature prioritization, and prototype testing results.	
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The vendor will be responsible for presenting a final prototype along with a comprehensive User Journey Report, summarizing the insights gained, key features identified, and validation results from testing. This report will serve as a crucial reference for the final website development, ensuring alignment with user needs and business objectives.

The inclusion of this User Journey Analysis & Prototype Development phase is intended to enhance the overall user experience, reduce development risks, and ensure that the final product meets the expectations of SECP's diverse user base.

The vendor's ability to successfully execute this phase will be key to the project's success and the creation of a well-designed and efficient platform.

7.2 Technical Requirements

#	Website Criteria	Status
1	Modular Architecture: Design a scalable, modular architecture enabling the addition of new features for different segments of the website.	Must
2	Display latest news and updates both separately and in ticker form.	Must
3	Content Management System (CMS): Implement a comprehensive CMS to manage documents, content, and media efficiently with full version control and history tracking.	Must
4	Tagging and Indexing: Provide advanced content tagging and indexing for improved search capabilities and content organization.	Must
5	Secure web design and coding, following international best practices and standards against threats like SQL injection, XSS, DDoS attacks, etc.	Must
6	Automated content workflow with multi-level approval stages for streamlined updates/postings.	Must
7	Data Migration: Migrate existing SECP website data (documents, media, databases) with zero data loss.	Must
8	Integration with Google Analytics to generate detailed site traffic reports easily.	Must
9	Support for multiple users and user groups for content management with control panel access, including page creation using pre-developed templates.	Must
10	Scalable and optimized design for multiple screen resolutions, including mobile responsiveness.	Must
11	Automated photo resizing upon upload to maintain site visual consistency.	Must
12	Provide necessary software and licenses to maintain the website, either internally or externally.	Must
13	Event calendar with an attractive, easy-to-navigate layout for upcoming SECP events.	Must
14	Social media integration with Facebook Live, LinkedIn, and SECP Twitter accounts.	Must
15	24/7 capability for staff to edit, add, or delete content, including images and text.	Must
16	Newsletter and subscription module with automated dispatch and unsubscribe option.	Must
17	Robust user management system with forms, email validation, password resets, user analytics, access control, and member module access. Incorporate Two-Factor Authentication (2FA) for enhanced security of user accounts, requiring an additional authentication step during login.	Must
18	Mobile application with limited SECP Website features (Details in Mobile App requirements) and a fully responsive web version for mobile devices.	Must
19	Alerts management with SMS/Email and WhatsApp alerts for activities like registration, profile updates, events, and notifications.	Must
20	Activity monitoring for tracking user actions, integrated with web analytics for insights.	Must
21	Reporting module for SECP management to analyse user activity trends, engagement, and feedback for strategic planning.	Must
22	Integrated helpdesk module with live chat for internal complaint and query management.	Must

23	Dynamic, interactive dashboards for monitoring website performance, health, and SEO analytics.	Must
24	Advanced Elastic Search engine for fast, relevant content search across the website.(Details under Searching requirements)	Must
25	Documentation Handover: Provide detailed documentation (training materials, source code, and system design) to SECP IT for future maintenance.	Must
26	Cross-browser compatibility (Chrome, Firefox, Safari, Internet Explorer, etc.)	Must
27	Fully responsive design that works across devices (mobile, tablet, desktop)	Must
28	Integration with existing SECP systems (e.g., chatbots, helpdesk system, event calendars Details under Integration requirements Section)	Must
29	SEO optimization (meta tags, URL rewriting, etc.)	Must
30	Support for dynamic media content (video, infographics, etc.)	Must
31	Multilingual support (English, Urdu, Chinese etc)	Must
32	Integration of website with SECP's document repository for centralized management (Details under Integration requirements Section and Document Repository Repository)	Must
33	Media Center module for uploading and displaying videos, audio, images, and galleries.	Must
34	Compliance and Audit Trails: Implement role-based access controls with comprehensive logging for system activities and user actions.	Must
35	User Accessibility (WCAG Compliance): Ensure compliance with WCAG 2.2 standards, including features like screen reader compatibility, keyboard navigation, speech/voice recognition, adjustable text sizes, color contrast, and ARIA labels for all interactive elements.	Must

7.3 InfoSec Requirements

#	Security Criteria	Status
1	Secure Coding Practices: Implement OWASP Top 10 security standards -compliant coding to mitigate common vulnerabilities such as SQL injection, Cross-Site Scripting (XSS), Cross-Site Request Forgery (CSRF), and Distributed Denial of Service (DDoS) attacks.	Must
2	Encryption and HTTPS: Enforce HTTPS using SSL/TLS certificates for all website pages to ensure secure data transmission and prevent man-in-the-middle attacks.	Must
3	Access Control: Implement multi-factor authentication (MFA) and role-based access control (RBAC) with detailed permissions for different user groups (admin, editor, viewer).	Must
4	Real-time Monitoring and Alerts: Implement systems to monitor unusual activities and trigger automated alerts	Must
5	API Security: Ensure secure API integrations with authentication mechanisms (e.g., OAuth 2.0), encrypted data exchange (using TLS), and input validation to prevent malicious payloads. Implement strict privacy controls to ensure user registration and subscription data is encrypted both in transit and at rest. Provide users with options to manage and delete their data in compliance with GDPR (General Data Protection Regulation) like standards.	Must
6	Data Integrity and Security Audits: Conduct regular security audits, vulnerability assessments, and penetration testing to verify the integrity of the system and identify potential risks.	Must
8	Database Security: Apply database security measures such as encryption of sensitive data at rest, regular database backups, and secure access controls for database administrators.	Must
9	Content Security Policy (CSP): Implement a strict Content Security Policy to prevent cross-site scripting (XSS) and data injection attacks by controlling the sources of content loaded by the website.	Must
10	Web Application Firewall (WAF): Deploy a WAF to filter, monitor, and block malicious HTTP traffic targeting the web application.	Must
11	Session Management: Implement secure session management practices, including session timeouts, secure cookies, and protection against session hijacking attacks.	Must
12	Secure File Uploads: Validate and sanitize file uploads to prevent malware, malicious code execution, and unauthorized file types.	Must
13	User Activity Logging and Audit Trails: Maintain comprehensive logs of user activities, system changes, and access attempts, with audit trails for forensic analysis.	Must

14	Disaster Recovery and Incident Response Plan: Develop and maintain a disaster recovery plan and an incident response plan to ensure quick recovery and mitigation of security breaches.	Must
15	Compliance with Data Protection Regulations: Ensure compliance with relevant data protection and privacy regulations (e.g., GDPR, PDPA) by implementing data protection measures and user consent mechanisms.	Must
16	Regular Security Patching and Updates: Establish a process for regular updates and security patches for all software components, including the CMS, plugins, and underlying server infrastructure.	Must
17	Network Security Measures: Implement firewalls, VPNs, and network segmentation to secure data flow and restrict unauthorized access to the server environment.	Must
18	Security Awareness Training: Conduct regular security awareness training for SECP staff to educate them about phishing, social engineering, and secure handling of sensitive information.	Must

7.4 Functional & Business Requirements

#	Requirement Description	Status
1	Gateway Design with Funnel Navigation Develop the SECP website as a central gateway that guides users to specific sub-portals (e.g., Corporate Entities, Investor Relations, Start-ups etc) through a funnel design. This approach should highlight key features and services of each sub-portal, helping users quickly find the information they need.	Must
2	Showcase of Key Portal Features The website landing page should showcase the main features of each sub-portal with interactive previews (e.g., compliance information, investor tools, startup resources) to guide users effectively.	Must
3	Start-up Portal Integration Integrate a section for startups that offers regulatory guidance, step-by-step business setup instructions, and access to relevant forms and resources. The showcase should provide a quick overview of these features, with links to detailed content. (Detail is under Start-up Portal requirements)	Must
4	Corporate Entities Portal (eZfile Portal under LEAP) Integration Provide a gateway to the Corporate Entities section, displaying compliance information, filing requirements, and regulatory updates. The main page should highlight these features, allowing users to navigate directly to specific topics.	Must
5	Investor Relations Portal Integration Highlight key features of the Investor Relations section, such as access to investor tools, market reports, and updates, guiding users toward deeper insights and reports.	Must
6	Law Repository Develop a comprehensive Law Repository that provides access to all relevant laws, regulations, circulars, directives, and legal updates, with advanced search and filtering capabilities. (Detail is under Law Repository requirements)	Must
7	Sandbox Portal Create a Sandbox Portal for start-ups and businesses to test innovative financial products in a controlled environment, with access to guidance and feedback from SECP experts. (Detail is under Sandbox requirements)	Desired
8	Future Portals (Other Portal under LEAP and beyond) Design the website architecture to accommodate additional future portals based on evolving needs (e.g., Compliance Education, Digital Assets, FinTech Innovations), ensuring scalability and easy integration.	Desired
9	Document Repository with Funnel Access Implement a comprehensive document repository accessible through the funnel navigation, featuring search, filtering, and version control for regulatory documents, circulars, and reports. (Detail is under “Document Repository Requirements”)	Must

10	User Dashboard Provide a personalized user dashboard that allows users to track their activities, save frequently accessed pages, and manage notifications. Display these capabilities prominently within the funnel design.	Desired
11	System Integration with SECP Services Ensure seamless integration with SECP's existing systems (e.g., helpdesk, chatbot) to provide unified access and a streamlined user experience from the central website gateway.	Must
13	Funnel-based Navigation for Personalized Guidance Implement funnel-based navigation that guides users through tailored content based on their profiles or input (e.g., start-ups founder, corporate compliance officer, investor).	Must
14	User-Friendly Interface Provide an intuitive and visually appealing interface, making it easy for both technical and non-technical users to navigate the website and its sub-portals.	Must
15	Interactive Event Calendar Create a customizable event calendar for upcoming SECP events, integrated within the gateway and easily accessible to users from the main page.	Must
16	Subscription Services Enable users to subscribe to and manage personalized newsletters, updates, and alerts, delivered via WhatsApp and browser, directly from the dashboard or sub-portals.	Must
17	The Service Eligibility Module An intelligent, user-friendly tool that helps individuals and businesses determine the specific SECP services they can access.	Must
18	Helpdesk and Live Chat Integration Provide integrated helpdesk and live chat options for user support, accessible through the main gateway for seamless customer engagement.	Desired
19	Comprehensive Reporting Module for SECP Management Develop a reporting module that offers SECP management insights into user activity, engagement metrics, and feedback, allowing for data-driven decision-making.	Desired
20	User Feedback Collection Implement tools like polls, surveys, and feedback forms accessible from the main website to gather insights from users and stakeholders.	Desired
21	Automated Alerts and Notifications Enable automated SMS and email notifications for key updates, such as user registrations, event reminders, and content uploads, managed through the central dashboard. Users will also receive personalized notifications based on their preferences, ensuring relevant updates and information are delivered directly to them. All-important notifications should be sent to users via WhatsApp to ensure immediate and effective communication.	Must
22	User Management System Provide a comprehensive user management system to handle user registrations, profile updates, access controls, and de-provisioning, integrated seamlessly into the website gateway.	Must
23	Social Media Sharing Integration Enable content sharing directly from the website to social media platforms (e.g., Facebook, LinkedIn, Twitter), increasing outreach and engagement.	Desired
24	Dedicated Public Warning Section Create a standalone section on the website for displaying warnings about companies engaged in unauthorized/fraudulent activities. (Detail is under "Public Warnings Section requirements")	Must
25	Data Utilization for Analytics Registration and subscription data will not only be used for events but also for generating our own analytics to track user interests and optimize website performance, reducing reliance on external tools like Google Analytics.	Must
26	Automatically generate a QR code for each uploaded document, allowing users to scan and verify document authenticity. (Detail is under "QR generation requirements")	Must
27	The SECP Complaints Portal should be prominently featured on the homepage as 'SECP Complaints Portal' for easy access.	Desired

28	Incorporate AI-powered assistants which will provide real-time assistance to users, addressing common inquiries related to company registration, compliance requirements, and regulatory procedures.	Must
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Knowledge Centre & Interactive Learning Tools with AI-Driven Personalization

The Knowledge Centre will serve as an interactive learning hub designed to simplify complex regulatory processes through visual content, including infographics, explainer videos, interactive guides, and AI-driven personalized assistance.

#	Feature	Description	Example Use Case
1	Regulatory Infographics	High-quality, easy-to-understand infographics to visually explain complex SECP processes.	Step-by-step infographic on company incorporation, annual compliance, and tax obligations.
2	Animated Explainer Videos	Short, engaging videos explaining regulatory procedures in layman's terms.	A 2-minute video explaining how to obtain an investment advisor license.
3	Step-by-Step Interactive Guides	User-driven workflows to help navigate regulatory requirements.	A wizard-style tool guiding users through the SECP licensing process for businesses.
4	Scenario-Based Learning Modules	Interactive learning modules that provide practical examples of compliance and regulatory obligations.	A simulation where a user selects their business type and sees the applicable regulations.
5	Sector-Specific Knowledge Hubs	Dedicated sections for Corporate Laws, Insurance, Capital Markets, Investor Protection, and more.	A customized portal for the Insurance Sector, explaining licensing, reporting, and compliance.
6	Interactive FAQs with Infographics	FAQs in an interactive format with illustrations instead of plain text.	A clickable FAQ section showing visual explanations of tax filing deadlines.
7	AI-Driven Personalized Regulatory Assistance	AI-powered assistant that customizes regulatory guidance based on user profile and business needs.	A business owner inputs their company type, and the AI suggests required filings, deadlines, and compliance steps.
8	Engagement through Polls & Surveys	Periodic feedback collection from users to improve content.	A poll asking startups about challenges in regulatory compliance and adapting content accordingly.

Illustrative Example: Knowledge Centre Layout

- Main Knowledge Centre Page
- Quick Navigation Cards (Company Incorporation, Compliance, Investor Protection, Insurance, etc.)
- Doodle-Based Infographics (Step-by-step guides with simple illustrations)
- Video Section (Short animated regulatory explainers)
- Interactive Scenarios (Clickable decision-making guides)
- FAQs Section (Graphical answers to common regulatory questions)

Integration of AI-Driven Personalization

- **User Input-Based Guidance:** Users provide basic details (industry, business type, regulatory needs), and the AI system suggests relevant laws, forms, and steps.
- **Integration with Knowledge Centre:** The AI engine can direct users to relevant

infographics, videos, and guides based on their specific queries.

- **Self-Learning System:** The AI assistant evolves based on user interactions, ensuring better responses over time.

7.4.1 Media Department-Specific Requirements

#	Requirement	Description	Priority
1	Centralized Media Library	A repository for media assets (images, videos, press releases) with tagging and categorization, managed through the CMS.	Must
2	Social Media Integration	Enable integration with social media platforms for posting, analytics, and campaign synchronization, leveraging CMS APIs.	Must
3	Content Scheduling for Media	Schedule media-specific content (e.g., banners, posts) with preview and deadline notifications via the CMS.	Must
4	Press Release Management	Manage press releases with templates and automated distribution to social media platforms via the CMS.	Must
5	Press Release Grouping by Topics	Organize press releases under predefined categories (e.g., Corporate, ESG), enabling structured browsing through the CMS.	Must
6	Podcast Integration	Integrate a dedicated podcast section with direct playback on the website, driving traffic from external platforms.	Must
7	Media Coverage Archival	Archive external media coverage (e.g., news articles, videos) with tagging and search capabilities.	Must
8	Customizable Media Widgets	Provide widgets for embedding dynamic media content (e.g., live social feeds, podcasts) controlled via the CMS.	Must
9	Video Support and Optimization	Improve video playback capabilities and scalable storage for housing growing video-based content.	Must
10	Event Media Management	Upload and display event-specific media (galleries, videos) with public and internal access, managed through the CMS.	Must
11	Campaign Analytics Dashboard	Provide analytics for tracking engagement and performance of campaigns (e.g., views, shares, reach).	Must
12	Conventional Media Support	Tools for managing conventional media contacts and distributing press kits or event updates.	Must
13	Brand Consistency Checker	Ensure media assets meet SECP branding guidelines before publishing, integrated with the CMS approval process.	Should
14	Keyboard Navigation and Usability	Improve website usability by enabling smooth keyboard navigation (e.g., arrow key scrolling) and mobile adaptability.	Must

7.4.2 Human Resource Department-Specific Requirements for SECP Website

#	Requirement	Description	Priority
1	Job Posting Module	Provide a section on the website for publishing job openings, integrated with the CMS for easy management by HR staff.	Must
2	Application Redirection	Redirect applicants to an external or internal ATS (if applicable) for submitting job applications.	Must
3	Management Profiles	Publish profiles of key SECP management, including their roles, designations, and brief bios, for public transparency.	Must
4	Organizational Chart	Display a dynamic organizational chart showing SECP's structure and departments, managed through the CMS.	Must
5	HR Policies and Forms	Provide downloadable HR-related public forms and policies (e.g., recruitment guidelines) accessible on the website.	Should
6	Media and News Announcements	Publish HR-related news, events, and announcements (e.g., recruitment drives, training programs) via the CMS.	Should

7	FAQs for Job Seekers	Include a section for answering common questions about SECP recruitment, eligibility criteria, and application process.	Should
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7.4.3 Admin and Procurement Department-Specific Requirements for SECP Website

#	Requirement	Description	Priority
1	Procurement Announcements	Provide a dedicated section to publish procurement notices, tender advertisements, and requests for proposals (RFPs).	Must
2	Downloadable Tender Documents	Allow bidders to download tender documents directly from the website in commonly used formats (e.g., PDF).	Must
3	Vendor Registration Module	Include an online form for vendors to register and submit their details for inclusion in SECP's vendor database.	Should
4	Procurement FAQs	Include a section to answer common procurement-related questions for vendors, such as submission deadlines and eligibility criteria.	Should
5	Tender Updates and Status Tracking	Provide updates on tender processes (e.g., submission deadlines, shortlisted vendors, awarded contracts) via the CMS.	Should
6	Contact Directory	Publish a contact directory for procurement queries, listing key contacts, email addresses, and phone numbers for vendors.	Must
7	Public Facilities Information	Share details about SECP's public facilities (e.g., training rooms, auditoriums), including booking procedures, if applicable.	Optional
8	Event Announcements	Allow the Admin Department to publish announcements about administrative events (e.g., building maintenance, public meetings).	Should
9	Downloadable Policies and Forms	Provide access to administrative and procurement-related policies, guidelines, and downloadable forms for public users.	Must
10	Audit Trail for Published Notices	Maintain an audit trail for all published procurement and administrative notices for accountability and compliance.	Must

7.4.4 Public Warnings Section Requirement

#	Requirement	Description	Priority
1	Dedicated Public Warnings Section	Create a standalone section on the website for displaying warnings about companies engaged in unauthorized/fraudulent activities.	Must
2	User-Friendly Design	Ensure the section is prominently placed on the homepage or easily accessible via a clear navigation menu.	Must
3	Search Functionality	Provide an intuitive search bar to allow users to search for company names, keywords, or categories within the warnings section.	Must
4	Filtering Options	Include filters to sort warnings by parameters such as date, type of activity, sector, or geographical location.	Must
5	Warning Categorization	Categorize warnings into clearly defined sections, such as "Unauthorized Companies," "Fraudulent Schemes," and "Public Alerts."	Must
6	Highlight Recent Warnings	Display recent or critical warnings prominently at the top of the section to ensure visibility.	Must
7	Archived Warnings	Maintain an archive of older warnings for reference, accessible via search or filters.	Must
8	Cross-References and Links	Link warnings to relevant laws, regulations, or press releases for users seeking more information about the actions taken.	Should
9	Mobile Optimization	Ensure the section is fully optimized for mobile viewing, with responsive design and touch-friendly navigation.	Must
10	Multilingual Support	Provide warnings in English and Urdu etc to cater to a broader audience.	Must
11	Integration with Search Engine	Use Elasticsearch or similar technology to enable robust search and filtering within the warnings database.	Must

12	Compliance with Best Practices	Design the section in line with best practices observed on FCA (UK) and US SEC websites, including aesthetic and functional elements.	Must
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Proposed Workflow for Public Warnings Section

Feature	Workflow Description
Submission of Warning Data	SECP officials input warning data into the CMS with relevant details (company name, type of activity, date, etc.).
Categorization and Tagging	The CMS allows tagging and categorization of warnings for easy retrieval and user navigation.
Search and Filter Functions	Users search for warnings by entering keywords, with results displayed dynamically based on filters applied.
Highlighting Recent Warnings	The system automatically places new warnings in a prominent position within the section for high visibility.
Archiving Older Warnings	Older warnings are moved to an archive but remain searchable and accessible for reference.

7.4.5 Event Management Section Requirements

#	Requirement	Description	Priority
1	Dedicated Event Management Section	Develop a dedicated section to showcase past, current, and upcoming SECP events, managed through the CMS.	Must
2	Event Listing and Categorization	Categorize events by type (e.g., seminars, conferences, training sessions) and status (upcoming, ongoing, completed).	Must
3	Event Details Page	Provide a detailed event page containing date, time, location, agenda, and relevant materials (brochures, PDFs, etc.).	Must
4	Event Speakers Profile Module	Display detailed profiles of event speakers, including their designation, bio, and past participation in SECP events.	Must
5	Guest List and Invitations	Manage event guests, track RSVPs, and send automated invitations via email.	Should
6	Event Banners and Branding	Support for uploading event banners and branding elements, ensuring design consistency across events.	Must
7	Event Registration Form	Allow attendees to register for events through an online form with automated confirmation emails.	Must
8	Event Calendar Integration	Provide an interactive calendar view displaying upcoming SECP events, with filters for event type and department.	Must
9	Event Plans and Workflow	Maintain structured event plans, including approvals, coordination, and responsibilities tracking within the CMS.	Should
10	Event History and Logs	Keep records of past events, including attendees, topics covered, and materials shared, accessible for reporting.	Must
11	Live Streaming and Video Archive	Allow integration of live-streamed events and maintain video archives of past events.	Should
12	Post-Event Reports and Feedback	Include a module for gathering participant feedback and generating post-event reports.	Should
13	SEO Optimization for Event Pages	Ensure event pages are optimized for search engines to improve discoverability.	Must
14	Integration with Social Media	Enable sharing of event details and registration links on SECP's social media platforms.	Must
15	Multilingual Support	Provide event details in both English and Urdu for wider accessibility.	Should

Proposed Workflow for Event Management

Feature	Workflow Description
Event Creation	SECP officials add new events via the CMS, including speakers, agenda, and event materials.
Event Registration	Users register via an online form, receiving an automated confirmation email.
Speaker Profiles	Speaker details are uploaded and linked to relevant events, showcasing their experience and credentials.
Guest List Management	Admins manage guest lists, track RSVPs, and send event invitations.
Live Streaming and Archives	Events can be streamed live and later archived for future reference.
Event History & Logs	Event data (attendees, materials, feedback) is stored for reporting and future improvements.
Social Media Integration	Events are promoted via integrated social media sharing options.

7.4.6 Public Consultation on Regulatory Laws & Amendments

#	Requirement	Description	Priority
1	Dedicated Public Consultation Section	A standalone section on the SECP website for engaging the public in discussions on proposed regulatory changes.	Must
2	AI-Powered Discussion Analysis	Implement AI-based analytics to summarize discussions, extract key themes, and generate trend reports.	Must
3	Moderated Discussion Forum	Provide a structured discussion forum where users can share feedback, moderated by SECP.	Must
4	Public Comment Submission	Allow users to submit structured comments via an online form.	Must
5	Regulatory Amendment Drafts & Details	Publish proposed regulatory amendments with background information, objectives, and supporting documents.	Must
6	AI-Powered Sentiment Analysis	Use AI to gauge the sentiment of discussions (positive, neutral, negative) and generate insights for SECP.	Should
7	User Registration & Authentication	Require users to register and authenticate before posting to ensure quality discussions.	Must
8	Threaded Discussions & Replies	Enable users to comment, reply, and engage in organized discussions.	Should
9	Voting & Polls on Amendments	Include a voting or polling mechanism to gauge public sentiment on proposed changes.	Should
10	Comment Moderation & Reporting	AI-assisted content filtering to detect spam, offensive content, and irrelevant discussions.	Must
11	Submission Deadline & Status Tracking	Display consultation deadlines, track submission status, and indicate the next steps.	Must
12	Stakeholder-Specific Consultations	Provide targeted consultations for industry stakeholders alongside general public input.	Should
13	Final AI-Generated Summary & SECP Response	Generate automated reports highlighting key discussion points and SECP's official response.	Must

Proposed Workflow for Public Consultation

Feature	Workflow Description
Publication of Draft Regulations	SECP uploads proposed amendments with supporting documents.
User Feedback & Discussion	Registered users engage in structured discussions and submit feedback.
AI Analysis of Discussions	AI detects recurring themes, major concerns, and overall sentiment in discussions.

Voting & Polling	Users participate in polls to express support or concerns on specific amendments.
Moderation & Content Review	AI-assisted filtering and SECP moderators ensure productive discussions.
Deadline Tracking & Status Updates	Consultation timelines and submission status are displayed for transparency.
AI-Generated Summary Report	AI compiles key discussion points into a structured report for SECP officials.
SECP Review & Response	SECP officials review AI reports and publish an official summary response.

7.5 Proposed QR Code Generation

Feature	Description	Priority
QR Code Generation	A unique QR code is automatically generated for each document upon upload.	Must
Embedding QR Code	The generated QR code is embedded in the document metadata and displayed for download.	Must
Verification & Scanning	Users scan the QR code to verify document authenticity and view metadata.	Must
Audit & Tracking	QR code logs document retrieval data for auditing and security tracking.	Must

7.6 Document Repository Requirements

The objective is to centralize document management in a robust Document Repository that serves as the backend for storing, indexing, and organizing all SECP documents. These documents will be made accessible through the SECP public website via integration, ensuring a seamless user experience without directly exposing the repository.

#	Feature/Requirement	Description	Status
1	Workflow Integration for Document Management	Integrate the document repository with the Activiti Workflow Engine to manage lifecycle stages (creation, review, approval, publishing, archiving).	Must
2	Automated Document Workflows	Utilize Activiti Workflow Engine for automating document drafting, internal reviews, and publishing workflows, ensuring process efficiency.	Must
3	Dual Access Management	Enable dual access: - Public Users: Access published documents via the website. - Internal Officers: Access drafts and internal-only documents through the Alfresco ECM portal .	Must
4	Role-Based Access Control (RBAC)	Implement RBAC using SECP's IAM system for controlling user permissions based on roles (e.g., view, edit, publish).	Must
5	Document Categorization and Metadata	Enable detailed categorization and tagging of documents (e.g., laws, circulars) using Alfresco ECM metadata management for easy retrieval.	Must
6	Version Control and Document History	Provide version control through Alfresco ECM , enabling internal officers to access draft versions and maintaining public access to the latest version only.	Must
7	Advanced Search and Filtering	Use Elasticsearch to enable full-text search, metadata-based queries, and filters (e.g., category, date, document type).	Must
8	Publishing Approval Workflow	Automate publishing approvals via Activiti Workflow Engine , requiring designated officers' reviews before documents are made public.	Must
9	Audit Trail and Activity Logs	Maintain audit logs of all actions (e.g., creation, edits,	Must

		approvals) using the ELK Stack (Logstash, Kibana) for internal audits.	
10	Document Preview Access	Allow public users to preview document snippets via the website while restricting full access based on permissions through JWT-based APIs .	Must
11	Website Integration	Seamlessly integrate the document repository with the website using RESTful APIs , enabling document retrieval and display for public users.	Must
12	Internal SECP Officer Portal	Provide a secure portal for officers to access drafts and internal-only documents using the Alfresco ECM interface .	Must
13	Workflow Notifications	Notify officers via email or dashboard alerts for workflow updates using Activiti's built-in notification system .	Must
14	Bulk Document Management	Enable bulk uploads and metadata editing tools through Alfresco ECM's bulk processing capabilities , simplifying document management.	Must
15	Document Expiry and Archival	Use Alfresco ECM policies to automate document expiration and archival, ensuring outdated documents are unpublished and archived securely.	Optional
16	Access Analytics and Reporting	Generate detailed analytics on document access and usage for both public users and officers using the Kibana dashboard .	Must
17	Multi-Language Support	Provide document access and retrieval in English and Urdu using Alfresco ECM multilingual support .	Must
18	Officer Dashboard	Offer personalized dashboards for officers via Alfresco ECM UI , displaying pending approvals, recent drafts, and workflow tasks.	Must
19	Integration with IAM System	Integrate with SECP's IAM system to streamline authentication and access permissions using OAuth 2.0 .	Must
20	Data Security and Compliance	Ensure compliance with data protection standards using HTTPS/SSL encryption and secure APIs for sensitive document handling.	Must

Key Considerations for Technology Mapping

For Reference Only: The listed technologies serve as recommendations based on best practices. The final stack will be **determined by the vendor team** based on available resources, expertise, and feasibility during the design and development phase.

- Alfresco ECM for document management, categorization, metadata, and version control.
- Elasticsearch for search and filtering.
- Activiti Workflow Engine for workflow automation and notifications.
- Kibana and Logstash (ELK Stack) for audit trails and reporting.
- JWT and RESTful APIs for secure integration.

7.7 Sandbox Portal Requirements

#	Feature/Requirement	Description	Status
1	Dedicated Sandbox Portal	Develop a dedicated section on the SECP website for start-ups and businesses to register and access the Sandbox Portal.	Must
2	Controlled Testing Environment	Provide a secure environment for testing innovative financial products with limited, monitored exposure to the market.	Must
3	User Registration and Onboarding	Allow start-ups and businesses to register and submit applications to participate in the Sandbox, with onboarding guidelines.	Must
4	Application Evaluation Workflow	Implement workflows for SECP experts to evaluate Sandbox applications, provide approvals, and give structured feedback.	Must
5	Resource Library	Include a repository of relevant regulatory guidelines, FAQs, and case studies to support Sandbox participants.	Should
6	Access to SECP Experts	Provide participants with access to SECP experts for guidance, feedback, and Q&A sessions during the Sandbox period.	Must
7	Progress Tracking Dashboard	Create a dashboard for participants to track their application status, product performance, and feedback history.	Must
8	Periodic Reporting	Enable participants to submit periodic progress reports for review by SECP experts through an integrated reporting module.	Must
9	Feedback and Guidance Module	Allow SECP experts to provide structured feedback and recommendations to participants directly through the portal.	Should
10	Data Privacy and Security	Ensure compliance with data protection standards, with encryption and role-based access for participants and SECP officials.	Must
11	Multilingual Support	Provide content and portal features in English and Urdu to support diverse participants.	Should
12	Sandbox Exit Module	Develop a module for participants to submit exit reports and recommendations upon completing the Sandbox program.	Should

7.8 Law Repository Requirements

#	Feature/Requirement	Description	Status
1	Dedicated Law Repository Section	Create a dedicated section on the website for accessing laws, regulations, circulars, directives, and legal updates.	Must
2	Search Functionality	Enable search capabilities with support for text search and keywords search	Must
3	Categorization and Tagging	Organize content by categories (e.g., laws, circulars, directives) and allow tagging for better navigation and retrieval.	Must
4	Filtering Options	Provide filters to sort by date, type of document, relevance, or associated division/department.	Must
5	Legal Updates Section	Include a section for recent legal updates and amendments, displayed prominently for easy access by users.	Must
6	Version Control	Track changes and maintain version history, ensuring users can access both current and previous versions of documents.	Must
7	Public and Internal Access	Ensure public users access only published documents, while SECP officers have access to draft or internal-only documents.	Must
8	Document Preview	Allow users to preview a portion of documents (e.g., first few lines)	Should

		before downloading or viewing the full document.	
9	Downloadable Documents	Provide documents in common formats (e.g., PDF, Word) for download with a clear, user-friendly interface.	Must
10	Cross-References and Links	Link related laws, directives, and circulars for a connected and comprehensive user experience.	Should
11	Multilingual Support	Ensure the repository is accessible in both English and Urdu for wider audience reach.	Must
13	Mobile Optimization	Ensure the repository is fully responsive and optimized for mobile devices, maintaining usability across platforms.	Must
14	Periodic Notifications and Alerts	Allow users to subscribe for notifications about new legal updates or amendments.	Should
15	Audit Trail and Compliance	Maintain a log of changes and updates to ensure transparency and accountability for legal documents.	Must
16	Classification of Laws	Organize laws in a hierarchical structure based on the SECP framework, such as Acts, Ordinances, Rules, Regulations, and Guidelines . Each type will have subcategories for clarity	Must
17	Navigation by Topics	Enable navigation by legal topics relevant to SECP (e.g., Company Law, Securities Law, Financial Reporting) for focused browsing.	Must

7.9 Start-up Portal Requirements

#	Feature/Requirement	Description	Status
1	Dedicated Start-up Portal Section	Develop a distinct section on the website for startups, prominently placed for easy access from the homepage.	Must
2	Regulatory Guidance Module	Provide clear, step-by-step guidance on regulatory requirements for business setup, tailored for startups.	Must
3	Business Setup Instructions	Include detailed instructions for setting up different types of businesses, such as companies, partnerships, or sole proprietorships.	Must
4	Forms and Resources Library	Maintain a repository of downloadable forms, templates, and resources relevant to business registration and compliance.	Must
5	Showcase Section	Display a quick overview of key startup features (e.g., guidance, resources) with intuitive links to detailed content.	Must
6	FAQs for Startups	Provide an FAQ section addressing common questions about business registration, compliance, and legal requirements.	Should
7	Interactive Startup Checklist	Develop an interactive checklist for startups to track the steps required for business setup and regulatory compliance.	Should
8	Success Stories and Case Studies	Include a section highlighting success stories or case studies of startups that followed SECP's guidelines to encourage new entrepreneurs.	Should
9	Resource Categorization	Categorize resources and guidance by business type, industry, and stage of business (e.g., setup, scaling, compliance).	Must
10	Contact and Support	Provide a contact form or directory to enable startups to reach out for regulatory or business setup assistance.	Must
11	Multilingual Support	Offer content in English and Urdu to ensure accessibility for a diverse audience.	Must
12	Integration with Existing Modules	Integrate the portal with relevant sections, such as the Law Repository and Sandbox Portal, to offer startups comprehensive access to legal and testing resources.	Must

8. Content Discovery Engine Features:

The website must include **Content Discovery Engine** (intelligent elastic search) **capabilities**, which allows users to perform searches across documents, guides, laws, and circulars.

The search system should be capable of:

#	Elastic Search Feature	Description	Status
1	Document Conversion and Indexing	Convert various document formats (PDF, Word, Excel, HTML) into searchable text, enabling comprehensive indexing.	Must
2	Real-Time Indexing of New Content	Automatically index newly added documents, laws, rules, regulations, and circulars to keep search results up-to-date.	Must
3	Full-Text Search with Synonym Support	Enable full-text search with synonym support to improve relevance and accuracy of search results.	Must
4	Multi-Criteria Search Options	Provide search options by criteria such as alphabetical, date range, keyword-based, rule-based, etc. Implement advanced search algorithms to allow users to filter data intelligently, enhancing usability and speed in finding relevant information.	Must
5	Highlighting of Search Results	Display results with highlighted keywords to help users identify relevant content quickly.	Must
6	Faceted Search and Filters	Enable faceted search to filter results by document type, date, category, or department.	Must
7	Search Suggestions and Autocomplete	Offer dynamic search suggestions and autocomplete options to enhance the search experience. Implement AI-driven predictive search that suggests relevant results based on user behavior and previous searches, ensuring a more intuitive browsing experience.	Must
8	Relevance Scoring and Ranking	Use relevance scoring to rank search results based on content popularity and engagement metrics.	Must
9	Document Preview Snippets	Show preview snippets in search results, giving users a quick overview before opening the full document.	Must
10	Search Analytics and Reporting	Track search queries and generate logs for insights into user behavior and frequently searched terms.	Must
11	Voice Search Capability	Allow users to perform searches using voice commands, improving accessibility.	Optional
12	Error Tolerance and Fuzzy Search	Implement error-tolerant search that handles typos or minor spelling mistakes with fuzzy search.	Must
13	Customizable Search Relevance Rules	Enable administrators to set custom relevance rules based on SECP priorities.	Optional
14	Integration with SECP WordPress Site	Seamlessly integrate elastic search with SECP's WordPress-based site for a consistent user experience.	Must
15	User Access and Role-Based Search Permissions	Provide access levels for search results based on user roles (public users, internal staff, etc.).	Must
16	Multi-Language Search Support (English and Urdu)	Enable multilingual search functionality in English and Urdu.	Must
17	Search Result Export Options	Allow users to export search results or documents as PDF or Excel files.	Optional
18	Advanced Filtering with AI and ML	Use AI/ML to suggest personalized or trending search results based on user behavior.	Optional

9. Performance Benchmarks Requirements with 100 active users load:

The Performance matrix indicator should clearly mention the following:

What to Measure

- Performance measurement categories
- Define objective, outcome
- Metrix Details

How to Measure

- Automated Tool or program registering the performance based on the defined categories

#	Criteria	Benchmark	Required Score
1	First Content full Paint (How quickly content like text or images are painted onto the website page.)	0.9s or less	MUST
2	Largest Content full Paint (How long it takes for the largest element of content (e.g. a hero image) to be painted on the website page.)	1.2s or less	MUST
3	Time to Interactive (How long it takes for your page to become fully interactive)	2.5s or less	MUST
4	Speed Index (How quickly the contents of the website page are visibly populated.)	1.3s or less	MUST
5	Total Blocking Time (How much time is blocked by scripts during the website page loading process.)	150ms or less	MUST
6	Cumulative Layout Shift (How much website page's layout shifts as it loads)	0.1 or less	MUST

10. Testing and QA:

10.1 Testing Requirements

The vendor is required to conduct comprehensive testing, which includes:

- **Functional Testing:** Ensure all website features function as intended.
- **Security Testing:** In collaboration with SECP's ISTD and ISD departments, penetration testing should be conducted to assess vulnerabilities.
- **Stress Testing:** Ensure the website can handle 100+ simultaneous users without performance degradation.
- **User Acceptance Testing (UAT):** End-user testing for usability and accessibility.

10.2 Quality Assurance (QA)

- The vendor must submit a detailed **QA plan** that outlines the processes for identifying bugs, conducting regressions tests, and ensuring the overall quality of the website.
- **Compliance with International Standards:** The website must comply with **OWASP**, **ISO 27001**, and **WCAG 2.2** standards for security and accessibility.

11. Stakeholder Identification:

The following stakeholders will be involved in the project:

#	Stakeholder	Role and Responsibilities
1	SECP Business Departments	Provide functional requirements, review user interface, and content guidance
2	SECP Media Departments	Provide functional requirements, review user interface, and content guidance
3	ISTD (Information Services and Technology)	Oversee technical architecture, system integrations, and server management
4	ISD (Information Security Division)	Ensure compliance with security protocols and oversee penetration testing
5	Vendor	Design, develop, and deploy the website according to SECP's specifications
6	External Users	Participate in UAT and provide feedback on usability and accessibility

12. Project Completion Timeline & Phases:

The expected project completion timeline is within 6 months from the date of contract signing, followed by **2 years of post-implementation support**. However, **actual timelines will be finalized during contract signing** in collaboration with the selected vendor. The project will follow a phased approach to ensure structured implementation and testing.

Phase	Duration	Key Activities	Deliverables
Phase 1: Project Initiation & Planning	1 month	- Kickoff meeting with stakeholders - Requirement gathering & validation - Finalization of detailed project plan	- Approved project plan & timeline - Requirement documentation
Phase 2: Design Phase	1 month	- UI/UX wireframing - Design mockups for homepage and sub-portals - Stakeholder review & approval	- Finalized UI/UX designs - SECP-approved design mockups
Phase 3: Development & Integration	3 months	- Frontend & backend development - CMS, authentication, workflow implementation	- Fully functional website - Integrated SECP system & CMS - Migrated content

		- Integration with SECP systems - Content migration	
Phase 4: Testing & Quality Assurance	1 month	- Functional testing - Security testing (in collaboration with ISTD & ISD) - User acceptance testing (UAT)	- Security & performance test reports - UAT completion & issue resolution
Phase 5: Deployment & Training	1 month	- Deployment to production environment - SECP staff training on CMS & system management - Final security audit	- Live website - Trained SECP staff - Final audit & compliance reports
Phase 6: Post-Implementation Support	2 years	- Ongoing technical support - Security updates & patches - Performance monitoring & maintenance	- Periodic security updates - Support & issue resolution logs Note: Details are in the Post-Implementation Support Section

Notes:

- Timelines are indicative and will be finalized in consultation with the vendor.
- Phased deployment may be considered for priority features to ensure early usability.
- A detailed project plan will be required from the vendor as part of the technical proposal.

13. Post-Implementation Support:

The vendor is required to provide **2 years of post-implementation support** that includes:

#	Support Category	Description	Duration	Responsibility
1	Bug Fixes and Issue Resolution	Resolve any bugs, glitches, or functional issues reported by SECP post-launch.	Ongoing (Year 1-2)	Vendor
2	Security Updates and Patches	Regular application of security patches to address vulnerabilities and protect against emerging threats.	Monthly and as-needed	Vendor
3	Performance Monitoring and Optimization	Continuous monitoring of website performance, identifying bottlenecks, and implementing optimizations to enhance user experience.	Quarterly reviews	Vendor, SECP IT Team
4	Minor Enhancements	Implementation of minor updates or changes based on SECP's evolving needs or feedback.	Quarterly updates	Vendor (with SECP approval)
5	System Health Check Reports	Provide detailed health check reports, including insights on system performance, uptime, and security.	Biannual (every 6 months)	Vendor
6	User and Admin Training Sessions	Conduct refresher training sessions for SECP staff on new features or CMS updates.	As requested	Vendor Training Team
7	Documentation Updates	Regularly update and maintain user guides, technical manuals, and system documentation as features are added or modified.	As-needed	Vendor

13.1 Separate Support and Maintenance Agreement Details

An SLA shall be effective for Support & Maintenance of the Website for the defined Period. The scope of the services to be provided includes providing all possible software support that is professionally acceptable in order to resolve any issue reported by the SECP staff in the production environment.

Section	Description
Agreement Term	The Support and Maintenance Agreement will cover a period of 2 years from the date of the final project handover (go-live).
Scope of Support	The agreement covers bug fixes, security updates, performance monitoring, and minor feature enhancements as outlined.
Service Availability	Support will be available during SECP business hours and for critical issues on a 24/7 basis.
Exclusions	Major feature upgrades, design overhauls, and changes in core functionalities outside the project scope are not covered.
Communication Channels	Support requests can be made via email, phone, or a designated ticketing system provided by the vendor.
Escalation Matrix	An escalation process will be defined for unresolved issues, including direct access to higher-level support engineers.
Maintenance Schedule	<ul style="list-style-type: none">Regular maintenance activities, including server updates, database optimizations, security and CMS patches, will be scheduled monthly. And share the vulnerability report with SECP team.Vendor will deploy the security related patches related to Web PlatformVendor team will also inform the vulnerabilities related to Internal/ External services and Environment and will suggest mitigation to improve and secure platform.
Performance Reporting	Monthly performance reports will be submitted, detailing system uptime, issues resolved, and key performance indicators (KPIs).
NDA	Confidentiality and data integrity needs to be ensured during the support period.
Change Management	Cost for change request after deployment of the system and during the warranty period be provided in detail.

13.1.1 Additionally, Service Level Agreement (SLA)

At least the following are to be covered under this section

- Vendor is to provide SLA Template
- Vendor should clearly bifurcate and provide the details of the items that are included in the scope of support services and change management.
- Response time and maximum times required to restore normal operating condition.
- Vendor should provide Issue Management and bugs registering Web Portal.
- Pricing model and Payment Terms
- Project Managers
- Obligations of Vendor & ‘SECP’
- Terms and conditions

- SLA Authorized Start and End Date

14 Requested Information and Proposal Format:

The proposal submitted should include the cost breakdown on the Bid summary document.

Please include the following in your proposal response:

- Overview of your company
- Overview of how you will meet our objectives.
- Explanation of your proposed platform/CMS that easily translates to any host and is easy to manage
- Detailed annual web content management software licensing, support costs, and any other products or services associated with the construction, completion, and continued support/maintenance of the site.
- The cost of hosting the website and annual maintenance fees. Please identify the quality of service that will be offered by the web hosting company.
 - The proposed web hosting provider must have Tear 3 certified / evidence of verifiable compliance data center hosting facility.
- Outline of your website design & development strategy along with migrating all content from existing site pages, and a site map.
- Details of any extended value-added functionality not included in the requirements
- The proposal should specify the necessary software and hardware, additional communication requirements, integration needs, and potential costs necessary to host and maintain the website
- The proposal should include a timeline for the completion of the project from initial design to live launch including a delineation of tasks required by the SECP Task Team.
- The proposal should include details on the firm's years of experience related to website design, and the names and resumes of all principals who would be involved in the project, as well as their roles and responsibilities in the project.
- References from other nonprofit clients.
- Any key differentiators about the bidding company?
- Terms & conditions.

15 Product Delivery, Training and Documentation Requirements:

Product delivery

The vendor will be required to deliver the product in a phased manner, so as testing, development, and delivery of the product could be executed simultaneously. Further, the vendor will deliver the complete source code of the solution and it will become the property of SECP.

Product Training

The vendor will be required to deliver complete training on the proposed solution. At a minimum, the vendor will be required to deliver three weeks of comprehensive training. One-and-a-half-week training, at minimum, will be required to be imparted to officers, while one-and-a-half-week training will be required to be imparted to the technical officers. Technical officers include SECP's personnel who are mandated to run, maintain and provide support of the Website, which may include but is not limited to technical operations, designing, performance tuning, architecture, and code development of the proposed solution.

Product Documentation Requirements

The vendor is required to provide complete documentation of the proposed solution, ensuring that all aspects of system development, deployment, and maintenance are well-documented for both technical staff and end-users. The documentation will be a mandatory deliverable, and a finalized list of required documents will be locked and made part of the contract.

Compliance Considerations:

- All documentation must be provided in structured, editable formats (Word, PDF, and source files where applicable).
- System documentation should be regularly updated throughout the development lifecycle.
- Final documentation requirements will be formally included in the contract to ensure completeness.

Note

Complete project lifecycle methodology, including details of all technical deliverables along with their templates to be submitted with the proposal.

Template of the technical and Functional documentation manual should be made part of the proposal.

A comprehensive project plan and approach. The plan must clearly show the following:

1. Project Management Implementation Plan:

Activities

- Duration of each activity
- Stages
- Milestones
- Deliverables
- Reports & meetings

In addition, it should also should at least contain the following details:

- Project Governance Plan
- Project Risks and Mitigations Plan
- Change Management Plan
- Quality Assurance Plan
- Project Status Reporting Plan
- System Integration & External Service Model

2. Complete architecture Plan:

2.1 Architecture plan document should consist of the following:

- Solution architecture overview diagram.
- Transition Planning (As the project involves migrating from current system architecture to the proposed/new architecture provide a description of the high-level transition plans).

2.2 Architecture Goals and Constraints:

- Identify all software and hardware technologies that are to be used in the solution.
- Describe any architectural patterns that apply to the solution architecture.
- Specify any existing common services to be used by the solution architecture and any new common services that will be developed for the solution.
- Specify any reusable common components to be reused as part of the solution.
- Portability.
- Scalability (Attributes necessary to accommodate forecasted growth in terms of system function transactions and volume indicated by the solution requirements)

2.3 Application Architecture:

- Application Layer
- Component Relationship Diagrams.
- Component Interaction Diagrams.
- Walk through models
- Data Architecture (E.g. logical /conceptual data models, data dictionary etc.)

2.4 Security architecture model: Description of the security architecture, how the security architecture meets the solution's security requirements.

3. Infrastructure architecture overview diagram:

- Deployment Model & Methodology

Describe how the application architecture is deployed into one or more physical network (hardware) configurations. Provide a high level diagram with the details of a required specification and guidance. Mapping application architecture deployment models to hardware and software infrastructure specifications including memory and central processing unit specifications required to meet volume and performance requirements.

16 Submissions will be evaluated on:

- Visual appeal
- Design consistency
- Features offered
- Technical support
- Ease of use
- Overall cost/value

16.1 The financial proposal must include the following:

- Upfront cost
- Development cost
- Maintenance & Change Request cost
- Licenses cost (if applicable)
- Recurring cost (if applicable)
- Any other costs (if applicable)

Note: Detailed evaluation criteria Technical and Financial has been attached as Annexure

17. Evaluation Criteria:

The proposals will be evaluated based on a combination of technical and financial factors. The total points for the evaluation will be **100**, divided into **Technical Evaluation (70%)** and **Financial Evaluation (30%)**.

Important Note on Vendor Presentation & Mockup Walkthrough Session

Vendors will be invited for a presentation and interactive mockup walkthrough session to demonstrate their proposed system, security measures, UX approach, scalability, and innovative features. The session will be evaluated based on the predefined criteria in this document, ensuring transparency and fairness in the selection process.

The presentation will be assessed from the perspective of:

- System development feasibility and security approach.
- User experience (UI/UX) methodology and system design.
- Scalability, cloud-native implementation, and future innovations.
- Vendor's ability to justify and prove claims made in the technical proposal.

17.1 Scoring and Evaluation Process:

1. **Technical Evaluation:**
 - Maximum Points: **160**
 - Weight: **70%**
 - The technical score is calculated based on the **Actual Marks Awarded** for each sub-criterion and weighted accordingly.
2. **Financial Evaluation:**
 - Maximum Points: **100**
 - Weight: **30%**
 - The financial score is evaluated based on **Total Cost of Ownership** and **Cost-Effectiveness**.
3. **Minimum Technical Score Requirement:**
 - **Vendors must obtain at least 70% of the total technical score** to be considered for financial evaluation.
4. **Final Score Calculation:**
 - **Total Score = (Technical Score Achieved / 160 * 100 * 0.7) + (Financial Score Achieved out of 100 * 0.3)**
 - The vendor with the highest total score will be considered for contract award.

17.2 Technical Evaluation Criteria – Total Weight: 70%

#	Evaluation Category	Sub-Criteria	Max Points (160)	Actual Points Obtained	What Vendors Must Submit	Evaluation Method (Scoring Criteria)
1	Vendor Experience & Business Capacity	Evaluates past experience, stability, and track record.	25			
1.1	Production Deployed Project Links	Vendor must provide links to at least two successfully deployed, live production-level web platforms.	10		<ul style="list-style-type: none"> - URLs of two successfully deployed projects. - Short project descriptions. 	<input checked="" type="checkbox"/> 10 pts – Two high-quality live projects. <input checked="" type="checkbox"/> 5-9 pts – One live project or limited details. <input checked="" type="checkbox"/> 0-4 pts – No live project or proof.
1.2	Years of Industry Experience	Evaluates vendor's stability and expertise in web development.	10		<ul style="list-style-type: none"> - Business registration certificate. - Proof of operational experience. 	<input checked="" type="checkbox"/> 10 pts – 10+ years experience. <input checked="" type="checkbox"/> 6 pts – 5-10 years experience. <input checked="" type="checkbox"/> 3 pts – 3-5 years experience. <input checked="" type="checkbox"/> 0 pts – Less than 3 years.
1.3	Client Satisfaction References	Vendor must provide client references from similar projects.	5		<ul style="list-style-type: none"> - At least three client reference letters or testimonials. 	<input checked="" type="checkbox"/> 5 pts – Three positive client references. <input checked="" type="checkbox"/> 3 pts – Two references. <input checked="" type="checkbox"/> 2 pts – One reference. <input checked="" type="checkbox"/> 0 pts – No references provided.
2	Solution Requirements & Technical Proposal	Evaluates alignment with RFP technical and functional requirements.	25			
2.1	Coverage of All RFP Requirements	Ensures vendor's proposal addresses technical, functional, and InfoSec needs.	15		<ul style="list-style-type: none"> - Proposal compliance matrix outlining coverage of all RFP requirements. 	<input checked="" type="checkbox"/> 15 pts – Fully detailed RFP response. <input checked="" type="checkbox"/> 8-14 pts – Partial compliance. <input checked="" type="checkbox"/> 0-7 pts – Weak or generic responses.
2.2	System Architecture & Scalability	Vendor's proposed architecture, cloud-readiness, and future scalability.	10		<ul style="list-style-type: none"> - High-level architecture diagram. - Description of scalability and 	<input checked="" type="checkbox"/> 10 pts – Comprehensive & scalable architecture. <input checked="" type="checkbox"/> 5-9 pts – Basic architecture, but lacks

					integration approach.	scalability. ✗ 0-4 pts – No proper architecture details.
3	Project Team & Execution Plan	Evaluates vendor's team expertise, resource allocation, and feasibility of the project timeline.	20			
3.1	Team Composition & Expertise	Assesses key team members (PMs, developers, security experts).	10		- CVs and certifications of key project team members.	<input checked="" type="checkbox"/> 10 pts – Fully qualified team. <input checked="" type="checkbox"/> 5-9 pts – Partially qualified team. ✗ 0-4 pts – Weak or missing team qualifications.
3.2	Project Delivery Timeline & Feasibility	Evaluation of timelines, milestones, and Agile approach.	10		- Detailed project plan, milestones, and risk mitigation strategy.	<input checked="" type="checkbox"/> 10 pts – Realistic, well-defined timeline. <input checked="" type="checkbox"/> 5-9 pts – Basic timeline, missing details. ✗ 0-4 pts – Unrealistic or vague timeline.
4	Compliance, Security & SLA Adherence	Ensures adherence to security, compliance, and SLA obligations.	20			
4.1	Compliance with Security Standards (ISO 27001, OWASP, DevSecOps)	Vendor's approach to application security, data protection, and secure coding.	10		- Cybersecurity & Compliance Document.	<input checked="" type="checkbox"/> 10 pts – Fully detailed security & compliance approach. <input checked="" type="checkbox"/> 5-9 pts – Partial security details, lacks compliance proof. ✗ 0-4 pts – No clear security measures.
4.2	Service Level Agreement (SLA) Commitments	Defines uptime, response times, and issue resolution commitments.	10		- SLA document outlining support levels and guarantees.	<input checked="" type="checkbox"/> 10 pts – Clear SLAs with uptime, response times, and penalties. <input checked="" type="checkbox"/> 5-9 pts – SLA provided but lacks penalties/escalation policy. ✗ 0-4 pts – No SLA or generic commitments.
5	Development Approach & Methodology	Evaluates vendor's software development best practices and DevOps strategy.	22			
5.1	Software	Ensures vendor	10		- Documented	<input checked="" type="checkbox"/> 10 pts – Well-

	Development Lifecycle (SDLC) & Agile Implementation	follows Agile methodologies, CI/CD, and testing practices.			SDLC approach (Agile, Scrum, CI/CD, DevSecOps).	defined SDLC, Agile sprints, CI/CD, risk mitigation. <input checked="" type="checkbox"/> 5-9 pts – Basic SDLC but lacks execution details. <input checked="" type="checkbox"/> 0-4 pts – No structured methodology.
5.2	Technology Stack & Future Scalability	Vendor's CMS, backend, front-end, and database stack.	10		- High-level technical architecture document.	<input checked="" type="checkbox"/> 10 pts – Clearly defined stack with a scalability plan. <input checked="" type="checkbox"/> 5-9 pts – Stack defined but lacks scalability strategy. <input checked="" type="checkbox"/> 0-4 pts – No stack details or unrealistic choices.
5.3	Scalability & Cloud-Native Implementation	Ability to handle future demand and cloud-based hosting.	10		- Cloud-readiness and multi-tenant architecture plan.	<input checked="" type="checkbox"/> 2 pts – Strong cloud-native implementation. <input checked="" type="checkbox"/> 1 pt – Partial cloud scalability plan. <input checked="" type="checkbox"/> 0 pts – No clear cloud-native approach.
6	Interactive Walkthrough & Verification	Ensures vendor can verify claims via a live presentation.	30			
6.1	Live Vendor Presentation & Walkthrough	Vendor presents approach to system development, security, UX.	10		- Live interactive session with Q&A.	<input checked="" type="checkbox"/> 10 pts – Vendor demonstrates expertise with clear insights. <input checked="" type="checkbox"/> 5-9 pts – Basic walkthrough, lacks clarity. <input checked="" type="checkbox"/> 0-4 pts – No clear presentation.
6.2	Prototype & UX/UI Approach	Vendor provides a high-level UX vision & approach document.	10		- No detailed mockups, but clear UI/UX strategy expected.	<input checked="" type="checkbox"/> 10 pts – Strong UI/UX methodology. <input checked="" type="checkbox"/> 5-9 pts – Partial UX details. <input checked="" type="checkbox"/> 0-4 pts – No UI/UX approach provided.
6.3	Innovative Features & Scalability	Explanation of AI, search, analytics, and future scalability.	10		- High-level roadmap for AI, search, and analytics.	<input checked="" type="checkbox"/> 10 pts – Strong innovation & future planning. <input checked="" type="checkbox"/> 5-9 pts – Some innovations proposed. <input checked="" type="checkbox"/> 0-4 pts – No AI, analytics, or scalability details.

17.3 Financial Evaluation Criteria & Scoring– Total Weight: 30%

The financial evaluation will be based on the total bid price, covering design, development, post-implementation support, and change management costs. The lowest evaluated bid will be given the highest financial score, contributing 30% to the total evaluation weightage.

Financial Score Calculation Formula:

$$\text{Financial Score} = \left(\frac{\text{Lowest Financial Bid}}{\text{Vendor's Financial Bid}} \right) \times 100$$

The financial score will be converted to a 30% weightage in the final evaluation.

Financial Scoring Criteria:

$$\left(\frac{\text{Lowest Bid (Component X)}}{\text{Vendor's Bid (Component X)}} \right) \times \text{Maximum Points for Component X}$$

Where **Component X** represents **Design & Development (A), Post-Implementation Support (B), and Change Management (C).**

Component	Max Points	Scoring Formula (Word-Compatible Format)
Total Price for Design, Development & Deployment (A)	50	(Lowest A / Vendor's A) × 50
Total Price for Post-Implementation Support (B)	30	(Lowest B / Vendor's B) × 30
Total Price for Change Management (C)	20	(Lowest C / Vendor's C) × 20
Total Financial Score	100	Sum of all three component scores

Format for Financial Bid Submission & Scoring

Design, Development & Deployment (50 Points)

Requirement	Lump Sum Price (Exclusive of Taxes) (Rs.)	Applicable Taxes (Rs.)	Lump Sum Price (Inclusive of Taxes) (Rs.)	Score (Max 50)
Design, Development, and Deployment of a Multilingual Website with Integrated Sub-Portals for the Securities and Exchange Commission of Pakistan (SECP)				
Total Price (A)				

Post-Implementation Support (30 Points)

Requirement	Price/Charges (Exclusive of Taxes) (Rs.)	Applicable Taxes (Rs.)	Price/Charges (Inclusive of Taxes) (Rs.)	Total Annual Price/Charges (Inclusive of Taxes)	Score (Max 30)

				(Rs.)	
Monthly Post-Implementation Support (Year 1)					
Monthly Post-Implementation Support (Year 2)					
Total Price (B)					

Change Management (20 Points)

Requirement	Lump Sum Price (Exclusive of Taxes) (Rs.)	Applicable Taxes (Rs.)	Lump Sum Price (Inclusive of Taxes) (Rs.)	Score (Max 20)
Price for Change Management (Per Change Rate)				
Total Price for 100 Changes (C)				

Key Considerations for Financial Evaluation:

- Vendors must provide lump sum pricing inclusive of all applicable costs.
- Post-Implementation Support pricing must be on a monthly basis for two years.
- Change Management pricing should be based on a defined scope (100 changes, 8-man hours each).
- Lowest bid formula will be applied for fair and competitive scoring.

17.4 Documents to be submitted along with the Technical Proposal

The bidder shall furnish the following documents, if the same have not been submitted earlier or in case there is any change in the status:

1. Certificate of Incorporation issued by SECP.
2. Audited copies of financial statements – 2023-24.
3. Bidder's profile.
4. Evidence of executing similar projects.
5. Affidavit
6. Detailed plan of onsite comprehensive training sessions for end users and technical resources be provided in the Technical Proposal.
7. A comprehensive project plan and approach (definition, implementation, timeline, team, maintenance and support plan) needs to be submitted with the proposal. The plan should clearly define roles and responsibilities.
8. Comprehensive, appropriate and well-structured end user and technical documentation manual.
9. Software lifecycle methodology be made part of the proposal with complete documentation details
10. Assurance by the bidders on security aspects, in order to ensure that if any breach is observed/revealed at any stage, then the agreement/contract shall stand terminated and

disciplinary proceeding may be initiated.

11. Curriculum vitae of all the resources of the bidder intended to be allocated to the project. Professional competence shall be classified into the following categories as per the specifications provided below:

- Advanced
- Proficient
- Developing
- Does not demonstrate

Advanced

Has broad and deep understanding and skills, with substantial experience in this area. Can apply the competency regularly and independently and display this competency in complex, varied situations. Role model for this competency

Proficient

Has sufficient understanding and experience to operate at a full professional level with this broad range of moderately complex situations. Can generalize basic principles to effectively function in both predictable and new situations

Developing

Newly developing in this area; has a general understanding of key principles but limited or no applied experience with this competency. Is capable of using this competency with coaching and support, in simple situations.

Does not demonstrate

Does not demonstrate this competency at the expected level, even with available assistance or direction from others

In case any member of the implementation team (At least 5 resources) specified in the proposal is not a part of the team at the actual time of implementation, the Commission may consider cancelling the contract. Further if required, the vendor would provide a written guarantee that the absence of the specific resource would not affect the project in any way.

Payment Plan

#	Milestone	Description	Payment %
1	Contract Signing & Project Kickoff	Upon signing the contract, project initiation activities begin, including resource allocation.	10%
2	Completion of Discovery & Planning	Detailed project planning, requirements gathering, wireframes, and documentation are finalized. (Phase completion to be validated and approved by SECP)	15%
3	Completion of Design Phase	Website's visual elements, UI/UX design, Mockup prototypes and design documentation. (Phase completion to be validated and approved by SECP)	15%
4	Completion of Development & QA Phase	Website's core functionality, CMS setup, and major features are fully developed. (Smoke Test and QA report and Walkthrough Session to be Approved by SECP)	20%
5	User Acceptance	Client reviews the developed website, conducts functional testing, and	15%

	Testing (UAT) Sign-off	confirms readiness for launch. (unconditional UAT signoff by SECP)	
6	Go-Live & Deployment	Fully tested website is deployed in Production Environment and made live with no pending functional requirements.	10%
7	Project Closure:	Covers warranty period, issues & bug fixes, and final acceptance after a successful post-launch phase with initial operational support.	15%
	<ul style="list-style-type: none"> Post-Launch Support Change Request Management 	<p>Complete breakup of the cost of change request in case of</p> <ul style="list-style-type: none"> (i) After the signing of User Requisition Document (URD) and before deployment; and (ii) After the signing of User Acceptance Testing (UAT) and before Go Live; and (iii) After Go Live and during the warranty period, be made part of the bid. <p>Breakup should include man hour rate and be communicated in Pak Rupee.</p>	

Mandatory Documentation Deliverables (associated with each Phase & Milestone)

#	Document Type	Description	Required At
1	Requirement Specification Document (RSD)	Detailed documentation outlining all functional, technical, security, and business requirements.	Project Planning Phase
2	Technical Design Document (TDD)	Covers detailed system design, including architecture diagrams, component relationships, APIs, and data flow.	Design Phase
3	System Architecture Document	Defines the proposed system architecture, including scalability, security, and integration aspects.	Design Phase
4	Process Flow Documentation	A comprehensive flow diagram for each major module, depicting how users interact with the system.	Development Phase
5	Performance Tuning & Optimization Guide	A detailed set of best practices and configurations for ensuring optimal system performance.	Development & Testing Phase
6	Test Plan & Test Cases	<ul style="list-style-type: none"> - Functional Testing Scenarios - Security Testing Plans - Performance Testing Cases 	Testing Phase
7	Deployment & Configuration Guide	Step-by-step documentation for deploying the system, configuring environments, and setting up required dependencies.	Deployment Phase
8	End-User Training Manual	Covers system features, navigation, and workflows for non-technical users.	Training & Deployment Phase
9	Technical User Manual	Provides technical guidelines for administrators and IT staff, including troubleshooting steps.	Training & Deployment Phase
10	Post-Implementation Support Guide	Outlines the support structure, issue resolution process, escalation matrix, and SLAs.	Go-Live & Support Phase
11	Final Documentation Repository	A centralized set of all contractual deliverables, locked at the end of the contractual term.	End of Contract

Application Security

The following points should be considered to ensure application security and that there is no malicious code within the application.

- What are your procedures for protecting SECP's information made available to you? Outline in detail your code security standard, code signing mechanisms, and need-to-know policy.
- Outline the techniques and policies for information exchange between you (the vendor) and us (the client) during this exercise.
- Describe your procedure for deleting and purging information from your systems at the completion of this project.
- How would you compartmentalize our information from the risk information belonging to your other clients?
- Outline (with tangible evidence) that your systems and network is protected from attacks
- Break up of cost related to Application Security be made part of the bid.

Security Verification Methodology

In your proposal, detailed out your proposed methodology for all the verification techniques to be utilized

- Dynamic Vulnerability Scanning.
- Malicious Code Analysis.
- Manual Code review.
- Manual Penetration Testing
- Security architecture Review
- Static analysis
- Functional Security Testing

Third party Security Assurance must be provided to ensure application security that there is no malicious code and no unfair implementation covering all the above mentioned aspects. Please attach proof that reputable firm provided Security Assurance has already carried out at least three similar security audits.

Other specifications

1. Detailed break-up of cost of the proposed solution, should be added with the proposal. Cost to be incurred for third party security assurance should be included in the proposed solution cost and be identified/mentioned separately.
2. In cases, a new hardware, storage, software is required (other than the specifications mentioned), a summary of cost-benefit analysis in terms of impact, due to addition of such hardware, storage, software, on performance should be added with the proposal.
3. Third party hardware and software requirements would be clearly identified in the proposal along with all cost including license fee and license renewal fee. Complete breakup of license renewal fee for next 5 years should be provided.

4. SECP Technical and functional department staff at any time during the course of project development should be able to have exact details of performance made till that time. The bid should detail the co-ordination mechanism in the context.

Glossary:

- **SECP:** Securities and Exchange Commission of Pakistan
- **WCAG:** Web Content Accessibility Guidelines
- **ADA:** Americans with Disabilities Act Standards
- **CMS:** Content management system
- **OWASP:** Open Web Application Security Project
- **SEO:** Search Engine Optimization
- **ACL:** Access Control List
- **RSD:** Requirements Specification Document

Format of Affidavit/Undertaking

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

I, Mr. S/o..... holding CNIC # from M/s
..... Having Its business office at, do hereby solemnly affirm
and declare as under;

11. 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.
12. 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.
13. We also confirm that we are not in litigation with and / or blacklisted by any client / customer and not on sanction list of NACTA.
14. 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.
15. We also confirm that we do not have any linkage with Israel or India regarding nationality, ownership, sponsoring and financing etc.
16. We also confirm that offered product/solution has no backdoors, eavesdropping, or remote access mechanisms. Unauthorized access or data leakage are not allowed.
17. We also confirm our acceptance to all terms and conditions of this bidding document.
18. 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: _____

Annex-D

Non-Disclosure Agreement (NDA)

This agreement is made the on <Date> between:

(1) The Securities and Exchange Commission of Pakistan (the "SECP"), NIC Building, Jinnah Avenue, Blue Area, Islamabad

and

(2) M/s <Company Name>, <Company Address>

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

Background:

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

It is agreed that:

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

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

Each Party's Obligations:

2. Each Party will:
 - a. keep the Information disclosed to it by any disclosing Party confidential and secure, and in addition apply the same degree of care and the same controls which that Party applies to his or its own trade secrets.
 - b. use or make copies of the Information disclosed to it solely to assess the Opportunities and Technologies. Any such copies shall remain the property of the disclosing Party and be distributed or otherwise be made available internally within the receiving Parties on a need to know basis.
 - c. give immediate notice to the disclosing Party if a receiving Party knows of or suspects that there has been any unauthorised use or disclosure of Information arising through a failure by a Party to keep the Information confidential.

Publicity:

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

Exclusions:

4. The provisions of this Agreement shall not apply to Information:

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

Various Obligations:

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

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

Signed for and on behalf of Securities and Exchange Commission of Pakistan:

Name:
Designation:

Witness No. 1:

Name:
Address:
NIC:

Signed for and on behalf M/S <Company Name>,
<Company Address>:

Name:
Designation:

Witness No. 2:

Name:
Address:
NIC:

Annex E

Sample Agreement

This Agreement (“Agreement”) is made on this _____ day of _____ 2025

By and between

Securities & Exchange SECP of Pakistan, a statutory body established in pursuance of the Securities and Exchange SECP of Pakistan Act, 1997 with its head office located at **NIC Building, 63 Jinnah Avenue, Islamabad** (the "**SECP**", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part)

and

XYZ, a company having expertise in the field of developing website/ portal and incidental matters, having its office at **Office No. xx, Street #xx, complete address here** (which expression shall, where the context so admits, include its successors in interest and permitted assigns of the Other Part).

SECP and the COMPANY shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

Whereas;

- a) The SECP is desirous of acquiring services (“**Services**”) for the development and functioning of a website/ portal in order to effectively perform its statutory obligation with respect to investor education and matters incidental thereto.
- b) The COMPANY is a well reputed and experienced candidate in similar industry.
- c) The COMPANY represents and warrants that it has the requisite expertise and adequate skills to provide the Services as required by the SECP.
- d) The SECP has agreed to engage the Services of COMPANY and the COMPANY has agreed to provide the same.

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 as of _____, and will remain in effect for a period of _____ (the “Term”) or until the satisfactory performance of Services detailed in **Annexure-A**, which shall be followed by one year support by COMPANY from the date of go online phase in accordance with **Annexure-A** unless terminated in accordance with Clause 7 or 8. 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.

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. When used in this Agreement, the phrase “the Term” 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) “SECP” means the Securities and Exchange SECP of Pakistan.

b) “COMPANY” means XYZ.

c) “Services” means the development and functioning of the website/ portal as detailed in **Annexure – A.**

3. Services

a) The COMPANY shall arrange and execute the Services under this Agreement. The outline, details and specifications for the implementation of the website/ portal have been annexed as **Annexure-A.**

- b) The COMPANY shall perform and execute the Services at the times and in the manner as specified in this Agreement with due care and skill in accordance with the highest professional standards to the satisfaction of the SECP.

4. Acceptance

- 4.1 When in COMPANY's opinion, COMPANY has completed a Work Order; COMPANY shall provide written notification (electronic or otherwise) to SECP of the completion. Except as provided in **Section 4.3**, SECP shall have twenty (20) days (the "Acceptance Period") in which to determine if the deliverable conforms to the Work Order and those specifications of the assignment of which COMPANY's personnel have been apprised in writing ("Acceptance Tests"). The Acceptance Period does not take effect until after the last deliverable has been delivered by COMPANY to SECP in accordance with the applicable Work Order.
- 4.2 SECP shall be deemed to have accepted the deliverable unless, prior to the expiration of the Acceptance Period, SECP provides COMPANY with a written notice to the effect that the work completed fails to conform to the Acceptance Tests. Any such notice shall specify the reasons for SECP's claim of non-conformance.
- 4.3 In the event that deficiencies are reported by SECP during the Acceptance Period, COMPANY shall supply the appropriate personnel to investigate and correct deficiencies reported by SECP during the Acceptance Period. SECP shall have twenty (20) days from the date of the correction of identified deficiencies to review the work completed, and submit written notice of acceptance or further deficiencies. This process shall be repeated as may be necessary until the software is accepted by SECP.

5. Responsibilities

a) COMPANY

The COMPANY shall:

- (i) ensure the effective implementation and execution of the Services as detailed in **Annexure-A**.
- (ii) endeavor to complete the various steps as outlined in **Annexure-A** in due time and in consultation with the SECP.

b) SECP

The SECP shall:

- (i) arrange for adequate arrangements in order to facilitate the COMPANY for the implementation of the Services to be rendered under this Agreement.
- (ii) facilitate the COMPANY regarding execution of the Services.

- (iii) provide adequate information necessary for the execution of the Services undertaken by the COMPANY pursuant to this Agreement.
- (iv) ensure that the terms of this Agreement are implemented as mutually agreed between the Parties.

6. Payments

- a) The fee as agreed between the Parties is detailed in clause 11 of **Annexure-A**.
- b) All payments as agreed shall be less any Government taxes which the SECP is required by law to deduct.
- c) The payments shall be made in Pak rupees through a mode as mutually agreed between the Parties.
- d) Before processing of any payment under clause 11 of **Annexure-A**, COMPANY shall submit a performance guarantee equal to 10% of the total price of the Agreement which shall be valid for the Term of the Agreement.

7. Proprietary Information/ Confidentiality

- a) During the course of the Agreement both Parties will share information of a confidential and / or proprietary nature. Recipient agrees not to disclose the confidential information to any third parties or to any of its employees except those employees who have a need to know the confidential 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) Notwithstanding the foregoing, recipient may disclose the disclosing Party's confidential information if in the opinion of its counsel, disclosure 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 confidential information. Recipient agrees that it shall treat the confidential information with the same degree of care it accords to its own confidential information of a similar nature; provided that in no event shall recipient exercise less than reasonable care to provide the confidential information.
- c) The treatment accorded by the foregoing clause shall be binding on both the Parties and shall remain in force for a period of five (5) years from the date of execution or completion/ termination of this Agreement.

8. Performance Guarantee

- 8.1 Performance Guarantee equal to 10% of Purchase Order/ contact value, in the shape of demand draft or pay order in favor of SECP shall be submitted by COMPANY. Performance Guarantee will remain valid up to completion of the contract period. Moreover, on deposit of Performance Guarantee with SECP, earnest money already submitted by COMPANY will be returned.
- 8.2 If COMPANY fails to maintain the specifications (quality/ quantity) of the services then their performance guarantee will be forfeited in favor of the Commission and contract/ purchase order may be terminated.
- 8.3 In case COMPANY fails to provides and activate required equipment/ services in given time, then a penalty of 1% of the performance guarantee per week will be imposed.

9. Termination

- a) Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms of this Agreement within thirty (30) days of a written notice to do so.
- b) The SECP may terminate this Agreement if the COMPANY fails to provide the Services in accordance with this Agreement and Annexure-A.
- c) The COMPANY may terminate this Agreement if the SECP fails to make payments in accordance with this Agreement.
- d) In the event of the early termination of this Agreement, SECP is only obliged to pay for actual Services rendered by COMPANY for which COMPANY will provide all works carried out till the last day of termination.
- e) Upon termination of this Agreement, COMPANY will return to SECP any monies paid for uncompleted Services as defined by the list of milestones and deliverables in the Work Orders. In addition, each party will return to the other party all papers, materials and properties of the other party held by each party for purposes of executing this Agreement and all attachments. Each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly non-disrupted business continuation of each party.

10. 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) "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, labor disputes 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 SECP or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- c) Nothing herein shall require the Parties concerned to settle strikes or labor 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.
- d) 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.
- e) For the purpose of this clause, a prolonged period is one exceeding (60) days.

11. Ownership

- a) Except as provided for in Section 11(c) below, all software (applications and its source code), documentation (User & Technical) and materials (pertinent to Planning, Initiation, Requirement Gathering and Analysis, System Design, Development, Testing, Installation, Implementation and Maintenance) specifically developed for SECP pursuant to this Agreement, including all related Work Orders, shall be the exclusive property of SECP. Effective upon the payment in full by SECP of all sums owed to COMPANY under this Agreement, COMPANY transfers and assigns to SECP the entire right, title and interest to all rights to any inventions, designs, discoveries, ideas, writings and works of authorship, including all copyrights in any work deemed to be a "work made for hire".
- b) COMPANY agrees that the transmission of materials to COMPANY by SECP shall not be construed to grant COMPANY a license or other rights owned or controlled by SECP. Upon termination or expiration of the Agreement and payment in full by SECP to COMPANY of all amounts due under this Agreement, all proprietary documents, software documentation, programs wholly or partially completed, and

materials directly related to any project under the Agreement shall be delivered to SECP or at SECP's written instructions destroyed, and no copies shall be retained by COMPANY without SECP's written consent.

- c) SECP acknowledges and agrees that COMPANY has developed certain software, inventions, designs, discoveries, ideas, writings and works of authorship, including all copyrights in any work, procedures, techniques, documentation and materials (collectively the "COMPANY Materials") prior to perform the Services to be provided to SECP hereunder and SECP agrees that all COMPANY Materials not specifically developed for SECP pursuant to this Agreement shall be the exclusive property of COMPANY and that the entire right, title and interest to all rights to any COMPANY Materials shall not be deemed to be a "work made for hire".
- d) COMPANY hereby irrevocably transfers any and all rights in the materials referred in **clause 11 a)** to the SECP.
- e) COMPANY further undertakes that any materials developed by COMPANY and the right of which has been transferred to SECP do not infringe any copyrights, patent rights or proprietary rights of any third party and the same are solely developed by COMPANY.

12. Dispute Resolution/Arbitration

- a) The Parties shall attempt to resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- b) If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be referred to an arbitration tribunal in accordance with the Arbitration Act, 1940. 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, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- c) Both the Parties shall appoint one arbitrator and the appointed arbitrators shall then select an Umpire. The award of the tribunal shall be final and binding on the Parties. The arbitrators and the umpire shall be a retired judge of a High Court in Pakistan. The tribunal 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 cost of the arbitrators appointed by the Parties shall be borne by the Parties and the costs of the Umpire shall be borne by each Party in equal amounts.
- e) 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.

13. 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.

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 SECP:

Attn:

Designation:

Securities & Exchange SECP of Pakistan

NIC Building, 63-Jinnah Avenue Islamabad

Tel: +92-51-_____, Fax: +92-51-_____

If to COMPANY:

Attn: Mr./Ms. _____

(Designation)

Address:

Tel: +92-51_____, Fax: +92-51 _____

14. Relationship

The Parties hereby agree that no terms 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 discretion.

15. Indemnity

COMPANY hereby irrevocably and unconditionally undertakes at all times hereafter to fully indemnify and keep the SECP and its Commissioners, Officers, Advisors, Consultants, employees and representatives indemnified and harmless from and against all kinds of losses, damages, expenses of whatsoever nature, if any, suffered, incurred or sustained by the SECP whether directly or indirectly and howsoever arising out of or in connection with suits, claims, actions, demands, liabilities proceedings of whatsoever nature made or filed against the SECP, by whomsoever in respect of this Agreement.

16. Amendment, Entirety, Counterparts and Annexure

- a) No term and condition of this Agreement may be amended without written consent and prior consultation and understanding between the Parties.
- b) This Agreement along with **Annexure – A** constitutes the final agreed terms between the Parties and shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.
- c) This Agreement shall be executed in two parts, both of which shall be deemed original and retained by each Party after execution.
- d) In case of any conflict between the terms of this Agreement and **Annexure – A**, the terms of this Agreement shall prevail.

17. 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.

18. Stamp Duty

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

19. 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
SECP of Pakistan**

COMPANY XYZ

Signature

Signature

Date

Date

Name (Printed)

Name (Printed)

Title

Title

WITNESS

Signature: _____

Name: _____

Title: _____

WITNESS

Signature: _____

Name: _____

Title: _____