



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

### **CORRIGENDUM**

Reference to SECP's Invitation to bid published in newspapers i.e. Published in **The Express Tribune (English)** and **The Roznama Nawa-e-Waqt (Urdu)** dated **April 23, 2026** for:

S#	Requirements	Tender Ref. No.
1.	Procurement of On-Site Managed Security Services (MSSP)	T# 19(ii)/25-26
2.	Procurement of VA/PT Services	T# 19(iii)/25-26

**It is informed that due to change in the requirement, the last date for submission/opening of bids for the above-mentioned requirement has 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 1430Hrs, **May 18, 2026**. The bids will be opened on the same day at 1500Hrs.

*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](mailto:procurement.info@secp.gov.pk)

**Joint Director (Admin)**

NICL Building, 63 Jinnah Avenue, Blue Area Islamabad



**SECURITIES AND EXCHANGE COMMISSION OF  
PAKISTAN**

**T# 19/25-26**

**Request for Proposal**

The Securities and Exchange Commission of Pakistan invites proposals exclusively through the **e-Pak Acquisition & Disposal System (EPADS)** from service providers based in Pakistan registered with the Federal Board of Revenue or relevant tax authority, holding valid NTN and Sales Tax numbers, and appearing on the Active Taxpayers List (for both Income and Sales tax) for the following:

<b>S#</b>	<b>Requirements</b>	<b>Tender Ref. No.</b>
1.	Procurement of Cloud Services for Hosting of SECP Services	T# 19(i)/25-26
2.	Procurement of On-Site Managed Security Services (MSSP)	T# 19(ii)/25-26
3.	Procurement of VA/PT Services	T# 19(iii)/25-26

Request for Proposal(RFP), which include the terms and conditions, procurement method, proposal submission procedure, proposal security requirement, proposal validity period, proposal opening process, evaluation criteria and guidelines for clarification/rejection of proposals, are available to the interested bidder(s) free of cost. These documents can be obtained from the undersigned or downloaded from <https://eprocure.gov.pk/> OR <https://www.secp.gov.pk/procurement/>

Proposals must be prepared in strict accordance with the instructions outlined in the bidding document(s) and submitted exclusively through EPADS on or before 1430Hrs, **May 11, 2026**. The proposals will be opened on the same day at 1500Hrs.

*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 051-9195437, 9195477 during office hours (Monday to Friday, excluding Public Holidays)

Joint Director (Admin)  
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

# **Procurement of VA/PT Services**

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**Single Stage Two Envelop Procedure**

**(National Competitive Bid)**

**Securities and Exchange Commission of Pakistan**

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# **Bidding Documents for Procurement of VA/PT Services**

## **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- Bids Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement Section-II. This section may be customized in order to compliment the instructions, considering the requirements of the Procuring Agency.

#### **Section IV -Eligible Countries**

This Section contains information regarding eligible countries.

#### **Section V - Evaluation Criteria, Technical Specifications, Schedule of Requirements**

This Section includes the details of specifications for the Non-Consultancy Services to be procured and the schedule of requirements.

#### **Section VI -Standard Forms**

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

## **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 Guarantee** will be submitted

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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.



# SECTION I: INVITATION TO BIDS

## Procurement Notice (PN)

### REQUEST FOR BIDS

#### PROCUREMENT OF VA/PT SERVICES

1. *Securities and Exchange Commission of Pakistan* has budgeted for the procurement planned for FY 2025-26. The *Securities and Exchange Commission of Pakistan* intends to apply part of the budget to cover eligible payments under the contract for the **VA/PT SERVICES**.
2. The *Securities and Exchange Commission of Pakistan* invites Bids from eligible Bidders registered on EPADS for provision of **VA/PT SERVICES**.
3. Single Stage Two Envelope Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting e.g. QCBS Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security amounting to *PKR 100,000* in the shape of Cheque / Bank Draft and pay order or Bid Securing Declaration on the prescribed format
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through EPADS on or before 14:30Hrs on May 18, 2026. E-bids will be opened on the same day at before 1500Hrs. Manual submission of Bids shall not be entertained
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement on EPADs.

Ayesha Saddiqua, Assistant Director (Admin)  
Securities and Exchange Commission of Pakistan (SECP),  
4<sup>th</sup> Floor NICL Building, Jinnah Avenue, Blue Area, Islamabad.

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# SECTION II: INSTRUCTION TO BIDDERS (ITB)

## A. Introduction

<p><b>1. Scope of Bids</b></p>	<p>1.1</p>	<p>The Procuring Agency (PA), as indicated in the <b>Bids Data Sheet (BDS)</b> invites Bids for the provision of Non-Consultancy Services for as specified in the BDS and <b>in Section V - Evaluation Criteria, Specifications &amp; Schedule of Requirements</b>. The name, identification, and number of items/deliverables are provided in the <b>BDS</b>. (<i>insert bidding procedure e.g. SSOE or SSTE</i>) procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the <b>BDS</b>.</p>
<p><b>2. Source of Funds</b></p>	<p>2.1</p>	<p>Source of funds is referred in Clause-1 of Invitation for Bids.</p>
<p><b>3. Eligible Bidders</b></p>	<p>3.1</p>	<p>1) A bidder is eligible to participate in a procurement process if the bidder:</p> <ul style="list-style-type: none"> <li>(a) possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;</li> <li>(b) has the legal capacity to enter into a procurement contract;</li> <li>(c) is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;</li> <li>(d) is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);</li> <li>(e) has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security and other contributions of its employees; and</li> <li>(f) has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:             <ul style="list-style-type: none"> <li>(i) its professional conduct; or</li> <li>(ii) a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud,</li> </ul> </li> </ul>

corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

(2) The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

(3) A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

(4) Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

- (a) discriminates against or among a bidder or against categories of bidders; or
- (b) is not required for the performance of the procurement contract; or
- (c) is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

(5) A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

(6) 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 Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

(7) The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

		<p>(8) Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS</p> <p>(9) No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.</p>
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### **B. Bidding Documents**

<p><b>4. Contents of Standard Bidding Document</b></p>	<p>4.1</p>	<p>The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with <b>ITB 6.1</b> include:</p> <p><b>Section I</b> -Invitation to Bid  <b>Section II</b> Instructions to Bidders (ITB)  <b>Section III</b> Bid Data Sheet (BDS)  <b>Section IV</b> Eligible Countries  <b>Section V</b> Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.  <b>Section VI</b> Bidding Forms  <b>Section VII</b> General Conditions of Contract (GCC)  <b>Section VIII</b> Special Conditions of Contract (SCC)  <b>Section IX</b> Contract Forms</p>
	<p>4.2</p>	<p>The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.</p>
<p><b>5. Clarifications</b></p>	<p>5.1</p>	<p>Clarifications of the bidding documents may be requested in writing through EPADS by any bidder up to three days prior to the deadline for the submission of bids.</p> <p>The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.</p> <p>Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.</p> <p>No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and</p>

		accept clarification to the bid that do not change the substance of the bid, through EPADS.
	5.2	Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.
	5.3	Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under <b>ITB 6</b> .
	5.4	If indicated <b>in the BDS</b> , 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 <b>in the BDS</b> . During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.
	5.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding document 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 <b>ITB 6</b> .
	5.6	<p>To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>No change in the prices or substance of the bid shall be sought, offered, or permitted.</p> <p>The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid:</p> <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents; and</li> <li>f) change in the ranking of the bidders.</li> </ul> <p>From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related</p>

		to the bid, it should do so in writing or through electronic form that provides record of the content of communication.
<b>6. Amendment of Bidding documents</b>	6.1	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 addendum.
	6.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to <b>ITB 6.1</b> shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the <b>BDS</b> : Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
	6.3	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: Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

### **C. Preparation of Bids**

<b>7. Documents Constituting the Bids</b>	7.1	The bids prepared by the bidders shall constitute the following components: - a) Forms of bid and Bid Prices completed in accordance with <b>ITB 10 and 11</b> ; b) Documentary evidence established in accordance with <b>ITB 8</b> that services to be provided by the bidder are eligible services, and conform to the bidding documents; c) Documentary evidence established in accordance with <b>ITB 9</b> that the bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with <b>ITB 9.3</b> that the bidder has been authorized to provide the services; e) Bid security or Bids Securing Declaration furnished in accordance with <b>ITB 14</b> ; and f) Any other document required in the <b>BDS</b> .
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<b>8. Documents Establishing Eligibility of the Services and Conformity to bidding documents</b>	8.1	To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.
	8.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.
<b>9. Documents Establishing Eligibility and Qualification of the Bidder</b>	9.1	Pursuant to <b>ITB 8</b> , 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.
	9.2	The documentary evidence of the bidder's eligibility to bids 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 <b>Section-IV</b> titled as "Eligible Countries".
	9.3	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: a) the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b> . b) that the bidder meets the qualification criteria listed in the Bids Data Sheet.
<b>10. Form of Bid</b>	10.1	The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
<b>11. Bids Prices</b>	11.1	The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.
	11.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.
	11.3	The Bid price to be quoted in the Forms of Bid in accordance with <b>ITB 10</b> shall be the total price of the bid, excluding any discounts offered.
	11.4	The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.
	11.5	Prices quoted by the bidder shall be fixed during the currency 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.
<b>12. Bids Currencies</b>	12.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the <b>BDS</b> .
<b>13. Bid Validity Period</b>	13.1	Bid(s) shall remain valid for the period specified in the <b>BDS</b> 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.
<b>14. Bid Security or Bid Securing Declaration</b>	14.1	Unless otherwise specified in the <b>BDS</b> , the bidder shall furnish as part of its bid, in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration on the format provided in <b>Section VI (Bid Forms)</b> The scanned copy of the Bids Security shall be uploaded in the EPADS while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.
	14.2	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 <b>ITB 14.5</b>
	14.3	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>14.5</b> are invoked.
	14.4	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, 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 <b>ITB 13</b> . The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest: <ul style="list-style-type: none"> <li>(a) the expiry of the Bid Security;</li> <li>(b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;</li> <li>(c) the rejection by the Procuring Agency of all Bids;</li> </ul>

		(d) the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.
	14.5	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a bidder: i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or ii) does not accept the correction of errors pursuant to <b>ITB 23</b> ; or b) in the case of a successful bidder fails: i) to sign the contract in accordance with <b>ITB 32</b> ; or ii) to furnish Performance Guarantee in accordance with <b>ITB 33</b> .
	14.6	The bid security shall be valid for a period specified in <b>BDS</b> . Bids with shorter bid security validity period shall be rejected straight away.
<b>15. Alternative Bids by Bidders</b>	15.1	Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> .
<b>16. Withdrawal, Substitution, and Modification of Bids</b>	16.1	Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.
<b>17. Format and Signing of Bids</b>	17.1	The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.
	17.2	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

#### **D. Submission of Bids**

<b>18. Submission of Bids through EPADS before Dead deadline</b>	18.1	The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.
	18.2	The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the

Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

**E. Opening and Evaluation of Bids**

<p><b>19. Opening of Bids</b></p>	<p>19.1</p>	<p>The Procuring Agency will open all bids through EPADS, 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 <b>BDS</b>. The Bidders’ representatives present shall sign attendance sheet as proof of their attendance.</p>
	<p>19.2</p>	<p>The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.</p>
	<p>19.3</p>	<p>No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.</p>
	<p>19.4</p>	<p>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 the bid price, if applicable.</p>
<p><b>20. Confidentiality</b></p>	<p>20.1</p>	<p>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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.</p>
	<p>20.2</p>	<p>Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.</p>
<p><b>21. Preliminary Examination of Bids</b></p>	<p>21.1</p>	<p>Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b>;</li> <li>b) has been prepared as per the format and contents defined by the procuring agency in the bidding document;</li> <li>c) is accompanied by the required securities; and</li> <li>d) is substantially responsive to the requirements of the bidding document.</li> </ul>
	<p>21.2</p>	<p>The procuring agency will confirm that the documents and information specified under <b>ITB 7,8 and 9</b> have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.</p>

	21.3	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.
<b>22. Examination of Terms and Conditions, Technical Evaluation</b>	22.1	The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with <b>ITB 21</b> , to confirm that all requirements specified in <b>Section V - Evaluation Criteria, Technical Specifications and Schedule of Requirements</b> , prescribed in the bidding document have been met without material deviation or reservation.
	22.2	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 <b>ITB 21</b> , it shall reject the bids.
<b>23. Correction of Errors</b>	23.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ul style="list-style-type: none"> <li>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;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ul>
	23.2	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 that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 14</b> .

<b>24. Conversion to Single Currency</b>	24.1	To facilitate evaluation and comparison, the procuring agency will convert all bid prices expressed in the amount 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 document. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding document, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.
<b>25. Evaluation of Bids</b>	25.1	The procuring agency shall evaluate and compare only those bids determined to be substantially responsive, pursuant to <b>ITB 21</b> .
	25.2	In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the <b>Bid Data Sheet (BDS)</b> and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
<b>26. Determination of Most Advantageous Bids</b>	26.1	Selection technique will be adopted for determining the most advantageous bid in accordance with the criteria referred in the <b>BDS</b> or prescribed in the separate section titled as Evaluation Criteria.
<b>27. Abnormally Low Financial Bids</b>	27.1	<p>Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.</p> <p>A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -</p> <ul style="list-style-type: none"> <li>(a) requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and</li> <li>(b) having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.</li> </ul>

		The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.
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#### F. Award of Contract

<b>28. Criteria of Award</b>	28.1	The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.
<b>29. Procuring Agency's Right to reject All Bids</b>	29.1	The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).
	29.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.
<b>30. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	30.1	The procuring agency reserves the right, at the time of contract award, to increase or decrease the quantity of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the <b>Bid Data Sheet (BDS)</b> . This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.
<b>31. Notification of Award</b>	31.1	Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	31.2	Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. 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).
	31.3	The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish

		the Performance Guarantee in accordance with <b>ITB 33</b> and signing of the contract in accordance with <b>ITB 32</b> .
<b>32. Signing of Contract</b>	32.1	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. The successful bidder and the procuring agency shall sign the contract.
<b>33. Performance Guarantee</b>	33.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	33.2	Failure of the successful bidder to comply with the requirement of <b>ITB 33.1</b> 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.
<b>34. Advance Payment</b>	34.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.
<b>35. Arbitration</b>	35.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the <b>SCC</b> .
<b>36. Corrupt &amp; Fraudulent Practices</b>	36.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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.

#### **G. Grievance Redressal & Complaint Review Mechanism**

<b>37. Constitution of Grievance Redressal</b>	37.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons 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
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		have one subject specialist depending the nature of the procurement.
<b>38. GRC Procedure</b>	38.1	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

#### **H. Blacklisting/ Debarment**

<b>39. Procedure for Blacklisting/Debarment</b>	39.1	The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19 (3), 2021.
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## **SECTION III: BIDS DATA SHEET (BDS)**



## **Bids Data Sheet (BDS)**

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Only registered supplier/service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR/respective revenue boards are only 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.

<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
<b>A. Introduction</b>		
<b>1.</b>	<b>1.1</b>	Name of Procuring Agency: Securities and Exchange Commission of Pakistan(SECP)  The subject of procurement is: Procurement of VA/PT Services  Period for Provision of Services: For the period of 01 year.  Expected commencement date for Provision of Non-Consultancy Services: May/June 2026
<b>2.</b>	<b>2.1</b>	Financial year: FY 2025-26 and onwards Identification Number: T#19(iii)/25-26

### **B. Bidding documents**

<b>3.</b>	<b>5.1</b>	The Bidders may seek clarifications through EPADS till the following day of the pre-bid meeting.
<b>4.</b>	<b>5.5</b>	Pre-bid meeting shall be convened on Date of pre-bid/meeting: April 29, 2026 Time: 1100Hrs Address: 63- NICL Building, Jinnah Avenue, Blue Area, Islamabad. Telephone:051-9195437, 051-9195477,051-9195474

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		E-mail: <a href="mailto:procurement.info@secp.gov.pk">procurement.info@secp.gov.pk</a> Contact person/conference coordinator: Ms. Ayesha Saddiqua, Asst. Director (Admin)
5.	6.2	Any addendum, in case issued, shall be published on Securities and Exchange Commission of Pakistan website and on EPADS.
6.	8.1	Following documents shall be submitted along with bidding documents: As specified in SECTION V
7.	9.3	The qualification criteria to establish the supply / production capability of the bidder. Joint venture, consortium, or association is not allowed to bid.  Other details as specified in SECTION V

#### **C. Preparation of Bids**

8.	11.5	The price shall be fixed.
9.	12.1	Currency of the Bids shall be Pak Rupee
10.	13.1	The Bid Validity period shall be 120 days
11.	14.1	The amount of Bid Security shall be 100,000 PKR.
12.	14.1	The Bid Security shall be in the form of Banker's Cheque i.e. Pay Order. Cheques will not be acceptable.
13.	14.6	The Bids security shall be valid for one hundred and fifty (150) days beyond the expiry of the Bids validity period specified in the bidding documents.
14.	15.1	Alternative Bids to the requirements of the bidding documents will not be permitted

#### **D. Submission of Bids**

15.	18.1	Bid shall be submitted only online on EPADS.  Bids that are not submitted on EPADS shall be disqualified. The deadline for Bids submission is: As per Corrigendum
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#### **E. Opening and Evaluation of Bids**

16.	19.1	The Bids opening shall take place at 63- NICL Building, Jinnah Avenue, Blue Area, Islamabad and As per Corrigendum
17.	25 & 26.1	Bids shall be evaluated in accordance with the method and procedure prescribed under SECTION V of bidding document.

18.	30.1	Procuring agency may increase or decrease the Scope of services up to 15%).
<b>F. Award of Contract</b>		
19.	33.1	The Performance guarantee shall be 10% percent of the Contract Price The Performance Guarantee shall be acceptable in the form of bank guarantee/pay order.
20.	35.1	Arbitrator shall be appointed by mutual consent of the both parties.

**G. Review of Procurement Decisions**

21.	37	Grievance shall be submitted on the dedicated module of EPADS
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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 (e.g. India, Israel etc.), prohibited in accordance with policy of the Federal Government.

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**SECTION V: EVALUATION CRITERIA,  
TECHNICAL SPECIFICATIONS & SCHEDULE  
OF REQUIREMENTS**

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# Schedule of Requirements

## Procurement of VA/PT Services

### 1. Scope of Work

SECP intends to acquire the VA/PT services from a reputable cybersecurity firm to conduct Vulnerability Assessment and Penetration Testing (VA/PT) activities for a period of one year. The VA/PT services would be carried and supported by two qualified VA/PT resources who would be stationed at SECP Head Office as Resident Engineers (REs) and will be required to work under the supervision of SECP officials, and will be bound by NDA and agreement. The provided VA/PT resources must be on bidder's regular payroll and must not be outsourced from another organization. In case of resignation of any resource, the replacement would be provided at least 2 weeks before the final day of the leaving resource.

### 2. General Eligibility Requirements

Participating bidders must meet the following eligibility criteria:

Sr	Requirement	Details	Bidder's Response	Compliance (Yes/No)
1	Legal Registration	Registered firm with valid NTN		
2	Local Presence	Office in Islamabad with verifiable address and contact details		
3	Company Profile	Overview of services/profile		
4	Cybersecurity Experience	A min of 5 years of experience in VA/PT services		
5	References	Min of 5 references of similar services delivered in the past		
6	Tools & Methodology	List of tools, techniques, and methodologies to be used		
7	Security Declaration	Written declaration that tools/resources have no linkage with Israel or India		
8	Compliance Sheet	Submission of Statement of Compliance as per provided format		

### 3. Technical Requirements & Deliverables

The selected bidder must provide VA/PT services using industry-standard tools and best practices. Key deliverables include:

Sr	Deliverable	Details	Compliance (Yes/No)
1	VA/PT Services	VA/PT services as and when required for duration of contract	
2	Re-validation	Post-remediation verification/validation as and when required	
3	Documentation	Reports in SECP given format in word and excel sheets. Discussion & remediation support on reports may be required as and when needed	
4	Evidence Submission	Screenshots of evidences as per industry practices.	
5	Methodology	OWASP Top 10, CIS Benchmarks, Threat Modelling, other industry best practices etc.	

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#### 4. Resident Engineer Requirements

The bidder must deploy two full-time Resident Engineers meeting the following criteria:

Sr	Requirement	Details	Bidder's Response	Compliance (Yes/No)
1.	Qualification	Bachelor's in InfoSec, CS, IT, or relevant engineering fields		
2.	Experience	Min 2 years in VA/PT, relevant tools		
3.	Certification	At least one global VA/PT certification		
4.	Employment Status	Deployed resources should be on the bidder payroll while onboarding to the SECP project.		
5.	SECP Interview	Once bidder is selected, SECP will select suitable resources for onboarding after interview		
6.	Continuity Plan Undertaking	Alternate VAPT resource availability in case of resignation of resident engineers for uninterrupted services		
7.	Location	On-site at SECP Head Office		
8.	Reporting	Reports in SECP provided format (in word/excel) with a review process. Reports must be endorsed by line manager of third-party resources		

#### 5. Evaluation Criteria

Only bidders meeting all requirements will be technically evaluated. Minimum technical qualification score is 70 marks.

- ***Bid(s)/proposal securing less than minimum 70% marks i.e. less than 70, in technical evaluation shall NOT be considered for financial bid opening/evaluation.***
- ***Bid(s)/proposal securing minimum 70% marks i.e. 70 or above, in technical evaluation shall ONLY be considered for financial bid opening/evaluation and formula for determining the Technical Score is as under:***

$$\text{Technical Score (T)} = 70\% \times \text{Marks Obtained in Technical Evaluation out of 100}$$

#### **Financial Evaluation:**

- ***Bid(s)/proposal securing minimum 70% marks i.e. 70 or above, in technical evaluation shall ONLY be considered for financial evaluation and formula for determining the Financial Score is as under:***

$$\text{Financial Score (F)} = ((\text{Lowest quoted price} / \text{Firm's price under evaluation}) \times 100) \times 30\%$$

Failure to comply with any of the following will result in disqualification:

Sr	Requirement	Details	Bidder's Response	Compliance (Yes/No)
1.	Local Presence	Office in Islamabad		

2.	Compliance Sheet	Submission of Statement of Compliance		
3.	Security Declaration	No tools/resources linked to Israel or India		
4.	No Subletting	Services must not be subletted		

## Technical Evaluation

Bidders would be technical evaluated according to the following:

Criteria	Max Points
<b>A.1 Firm Experience &amp; Capabilities evaluation</b>	
* Vendor experience in VAPT for last 5-10 years (10 marks for 5 years, 2 mark for additional each year, upto 10 yrs) (Provide Purchase orders (POs) / contracts)	20
* Relevant contracts in Financial/Government sector in the past (at least 5 verifiable reference)	10
<b>A.2 Proposed Methodology &amp; Approach</b>	
* Detailed approach for VAPT including methodology	20
* Tools and Techniques used for VAPT for various infrastructure (Network, Systems, and Applications)	20
<b>A.3 Key Personnel Qualifications</b>	
* VAPT resources qualifications (CVs, experience, certifications) available in the bidder existing pool. Bidder to share three CVs. (a) <b>VA/PT Experts:</b> High-level expert -> <b>15 marks</b> , Moderate-level Expert -> <b>10 marks</b> , Low-level Expert -> <b>5 mark</b> (b) <b>Relevant Project Experience in Financial/Government Organizations</b> (Maximum 15 Marks)  <i>Assessment will be based on projects verifiable through the bidder's submitted 3 CVs of the existing VA/PT resources. At least one completed project, based on each shared CV → 5 marks, no project -&gt; zero mark. Total max marks -&gt; 5x3=15</i>	30
<b>Total Technical Points</b>	<b>100</b>

## Final Evaluation

The final ranking of the bidders will be based on the combined technical and financial scores, calculated using the 70:30 ratio. The bidder achieving the highest Combined Score will be recommended for the award of the contract.

Qualified bidder with minimum financial bid i.e. Total Price/Charges for 01 Year (Rs.), will score 30 marks.

$$\text{Final/Total Score} = 70\% \text{ Technical Score} + 30\% \text{ Financial Score}$$

*Bidder achieving highest final/total score in the combined evaluation shall be declared as Most Advantageous Bidder.*

## 6.Resource Detail Sheet (Table-B)

Bidders must submit the following details for each proposed Resident Engineer:

Sr	Name	Designation	Qualifications & Certifications	Date of Joining	Ref of Past VA/PT Projects

**7. Experience Detail Sheet (Table-A)**

Bidders must provide objective evidence of relevant experience:

Sr	Client Name & Contact	Month/Year	Service Description	Engagement Period

**8. Payment Schedule**

Payments will be made quarterly, subject to:

- a) Completion of assigned tasks as per requirement mentioned above
- b) Submission of reviewed reports including evidences
- c) Completion/Validation of assigned tasks by SECP InfoSec Department

## **SECTION VI: BIDS FORMS**



**Bids Forms**  
**Bids Submission Sheet**

Date: \_

Contract

No.:

To: \_\_

We, the undersigned, declare that:

(a) We have examined and have no reservations to the bidding document, including Addenda No.:

\_\_\_\_\_d  
;

(b) We offer to provide the requited Services in conformity with the bidding document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services:

\_\_\_\_\_d  
;

(c) Our Bids shall be valid for a period of \_\_\_\_\_d  
ays from the date fixed for the Bids submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bids is accepted, we commit to submit a Performance Guarantee in the amount of 10 Percent of the Contract Price for the due performance of the Contract which would be retained over the period of contract and will be released only upon satisfactory conclusion certificated by the procuring agency for the agreed services

(e) The rates quoted by us are fixed and valid for \_\_\_\_\_ and binding upon us for the entire period of the contract and period of extension, if any

(f) We are not participating, as Bidders, in more than one Bids in this Bidding process, other than alternative offers in accordance with the bidding document;

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(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, have not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan or international financial organization/ foreign country.

Name

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In the capacity of

---

Signed

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Duly authorized to sign the Bids for and on behalf of

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## Form of Bid Security

*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert Name and Address of Procuring agency]*

**Date:** *[insert date]*

**Bid Security No.:** *[insert number]*

We have been informed that *[insert name of the Service provider]* (hereinafter called "the Service Provider") has submitted to you its Bids dated *[insert date]* (hereinafter called "the Bids") for the execution of *[insert name of contract]*.

Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bids conditions, because the Service Provider :

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Forms of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring agency* during the period of Bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Service Provider, upon our receipt of copies of the contract signed by the Bidder and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Bidder is not the successful Service Provider, upon the earlier of

(i) our receipt of a copy your notification to the Bidder of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's Bids.

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

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

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## Letter of Acceptance

*[Letter head paper of the Procuring Agency]*

*[date]*

To: *[name and address of the Supplier/Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 35**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

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## QUALIFICATION INFORMATION FORM

Bidder's name [insert full name]
Bidder's actual or intended country of registration: [indicate country of Constitution]
Bidder's actual or intended year of incorporation: [indicate year of Constitution]
Bidder's legal address [in country of registration]: [insert street/ number/ town or city/ country]
Bidder's authorized representative information Name: [insert full name]
Address: [insert street/ number/ town or city/ country]
Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]
E-mail address: [indicate e-mail address]
Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITBs.

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# Financial Bids Forms

## Financial Bids Submission Form

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{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the non-consultancy Services for [Insert title of assignment] in accordance with your Request for Bids dated [Insert Date]

Our attached Financial Bids is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all applicable taxes.

Our Financial Bids shall be fixed and remain valid for the duration of the contract and extension period of the contract

We understand you are not bound to accept any Bids you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Price Schedule

### FORMAT FOR FINANCIAL BID

Financial bid(s) shall be submitted in following format:

*The Bidder shall fill in these Price/Charges Schedule Forms in accordance with the instructions indicated.*

<b>S. No.</b>	<b>Item Description</b>	<b>Quoted Amount/Charges Inclusive of Applicable taxes (PKR)</b>
1	Quoted Lump Sum Price/Charges i.e. Monthly Charges (Rs.)	
	<b>Total Price/Charges for 01 Year (Rs.)</b>	

**Note:**

- All prices to be quoted in Pak Rupees only. Total Prices will be written both in figures and words
- The quoted charges shall include all costs to complete the required consultancy including management, travel to the SECP's head office, lodging, supplies/consumables, phone/fax, out of pocket expenses, cost of actuarial valuation and other miscellaneous expenses. The SECP shall not reimburse any other costs beyond quoted charges.

Note: Bid found Most Advantageous, shall be awarded the contract.

**Total Amount of bid Per Annum in Figures-----**

**Total Amount of bid Per Annum in Words-----**

**Signatures of authorized person:-----**

Note: In case the first Most Advantageous bidder fails to provide the required services or Commission is not satisfied with the provided services, SECP reserves the right to obtain the services from the second most advantageous bidder.

## **SECTION VII: GENERAL CONDITIONS OF CONTRACT**

## General Conditions of the Contract

### A. General

#### 1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
- (b) "The Contract" means an agreement enforceable by law;
- (c) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (d) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;
- (e) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;
- (f) "GCC" means the General Conditions of Contract contained in this section;
- (g) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (h) "Day" means calendar day unless indicated otherwise;
- (i) "Effective Date" means the date on which this Contract comes into force and effect;
- (j) "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;
- (k) "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;
- (l) "Government" means the Government of Pakistan;
- (m) "Local Currency" means the currency of Pakistan;
- (n) "In Writing" means communicated in written form with proof of receipt;

	<p>(o) "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;</p> <p>(p) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>(q) "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;</p> <p>(r) "Service" means any object of procurement other than goods or works;</p> <p>(s) "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.</p>
<b>2. Applicable Law</b>	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
<b>3. Language</b>	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the <b>English language</b> unless otherwise stated in the <b>SCC</b> . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
<b>4. Notices</b>	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the <b>SCC</b> .
<b>5. Location</b>	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in <b>SCC</b> .
<b>6. Authorized Representatives / Authority of Member in charge</b>	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the <b>SCC</b> .

## **B. Commencement, Completion, Modification, and Termination of Contract**

<b>7. Effectiveness of Contract</b>	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the <b>SCC</b> .
<b>8. Commencement of Services</b>	8.1 The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .

<p><b>9. Program schedule</b></p>	<p>9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p>
<p><b>10. Starting Date/Expiration Date</b></p>	<p>10.1 The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>10.2 Unless terminated earlier pursuant to Clause <b>GCC 14</b> hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
<p><b>11. Entire Agreement</b></p>	<p>11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>
<p><b>12. Modification</b></p>	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.</p> <p>12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.</p>
<p><b>13. Force Majeure</b></p>	<p><b>13.1 Definition</b> For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>13.2 No Breach of Contract</b> The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p><b>13.3 Extension of Time</b> Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p><b>13.4 Payments</b></p>

	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
<p><b>14. Termination</b></p>	<p><b>14.1 By the Procuring Agency</b>  The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <ul style="list-style-type: none"> <li>(a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</li> <li>(b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>(c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;</li> <li>(d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> </ul> <p><b>14.2 By the Contractor</b>  The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>(a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;</li> <li>(b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;</li> <li>(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such</li> </ul>

	longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor’s notice specifying such breach.
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**C. Obligations of the Contractor**

<b>15. General</b>	<p><b>15.1 Standard of Performance</b></p> <p>i. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency’s legitimate interests in any dealings with the third parties;</p> <p>ii. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.</p> <p><b>15.2 Law Applicable to Services</b></p> <p>The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.</p>
<b>16. Conflict of Interests</b>	<p><b>16.1 Contractor Not to Benefit from Commissions and Discounts</b></p> <p>The remuneration of the Contractor shall constitute the Contractor’s sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p><b>16.2 Contractor and Affiliates Not to be Otherwise Interested in Project</b></p> <p>The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any</p>

	<p>continuation thereof) for any project resulting from or closely related to the Services.</p> <p><b>16.3 Prohibition of Conflicting Activities</b></p> <p>Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>(a) during the term of this Contract, any business or professional activities in the Government’s country which would conflict with the activities assigned to them under this Contract;</li> <li>(b) during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</li> <li>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>
<b>17. Insurance to be Taken Out by the Contractor</b>	<p>17.1 The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors’, as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency’s request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<b>18. Contractor’s Actions Requiring Procuring Agency’s Prior Approval</b>	<p>18.1 The Contractor shall obtain the Procuring Agency’s prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) appointing such members of the Personnel not provided by the Contractor;</li> <li>(b) changing the Program of activities; and</li> <li>(c) any other action that may be specified in the SCC.</li> </ul>
<b>19. Reporting Obligations</b>	<p>19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
<b>20. Liquidated Damages</b>	<p><b>20.1 Payments of Liquidated Damages</b></p> <p>The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may</p>

	<p>deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p><b>20.2 Correction for Over-payment</b></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p><b>20.3 Lack of performance penalty</b></p> <p>If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor</p>
<b>21. Performance Guarantee</b>	<p>21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount <b>specified in SCC.</b></p> <p>21.2 The proceeds of the Performance 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.</p> <p>21.2 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.</p> <p>21.3 The Performance 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 <b>specified in SCC.</b></p>
<b>22. Sustainable Procurement</b>	<p>22.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>

#### **D. Contractor's Personnel**

<b>23. Description of Personnel</b>	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the
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	Services of the Contractor’s Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
<b>24. Removal and/or Replacement of Personnel</b>	<p>24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>24.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

**E. Obligations of the Procuring Agency**

<b>25. Change in the Applicable Law</b>	25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
<b>26. Services and Facilities</b>	<p>26.1 The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.</p> <p>26.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.</p>

## F. Payments to the Contractor

<b>27. Contract Price</b>	<p>27.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.</p>
<b>28. Terms and Conditions of Payment</b>	<p>28.1 Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.</p> <p>28.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.</p>
<b>29. Quality Control Identifying Defects</b>	<p>29.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.</p>
<b>30. Correction of Defects, and Lack of Performance Penalty</b>	<p>30.1 The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>30.2 Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.</p> <p>30.3 If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.</p>
<b>31. Settlement of Disputes Amicable Settlement</b>	<p>31.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
<b>32. Dispute Settlement</b>	<p><b>Arbitration</b></p> <p>32.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence,</p>

validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

32.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

32.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	<b>Applicable/Governing Law:</b> The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	<b>Language:</b> The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English</b> .
GCC 4	<b>Notices:</b> <b>The addresses for the notices are:</b> The Procuring Agency: The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	<b>The Authorized Representatives are:</b> <b>For the Procuring Agency:</b> <b>Name:</b> <b>Designation:</b> ..... <b>Address:</b> ..... <b>For the Contractor:</b> <b>Name:</b> ..... <b>Designation:</b> ..... <b>Address:</b> .....
GCC 7	<b>Effectiveness of the contract</b> The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties
GCC 8	<b>Commencement of Services:</b> The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
GCC 10.2	<b>Expiration of Contract:</b> The time period shall be .....

GCC 14	<p><b>Termination:</b> In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Non-Consultancy Services till the time of alternate arrangements.</p>
GCC 16	<p><b>Conflict of Interest:</b> The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.</p>
GCC 20	<p><b>Liquidated Damages:</b> If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the procuring agency as Liquidated Damages at a rate of <b>0.1%</b> to <b>10%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p><b>Performance Guarantee:</b> The amount of performance guarantee shall be <i>(insert percentage not exceeding 10% of the contract price)</i> in the form <i>(insert acceptable form)</i> in favor of the <i>(insert details)</i>.</p>
GCC 28	<p><b>Payment terms:</b> Payment will be made to the Bidder against the procured services according to the actual invoice submitted by the Bidder against the services provided on quarterly basis.</p>
GCC 29	<p><b>Identifying Defects:</b> The procuring agency reserves the right at any time to inspect the premises of the contractor to inspect arrangements for the services and monitor the services being provided.</p>
GCC 31	<p><b>Guidance for Dispute Resolution:</b></p> <ul style="list-style-type: none"> <li>i. If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor 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 14 (fourteen) days</li> </ul>

following a notice sent by one Party to the other Party in this regard.

- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. 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 Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. 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.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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 Authority shall pay the contractor any monies due to the Contractor.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however, above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

# SECTION IX: CONTRACT FORMS

## Form of Contract

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *Insert the name of the Procuring agency* (hereinafter called “the Procuring Agency”) of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of Non-Consultancy Services, viz., *[brief description of services]* and has accepted a Bids by the Bidder for the provision of Non-Consultancy 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:-
  - (a) This form of Contract;
  - (b) the Form of Bids and the Price Schedule submitted by the Contractor;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the General Conditions of the Contract;
  - (g) the Procuring Agency’s Letter of Acceptance; and
  - (h) *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Non-Consultancy Services 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 Bidder in consideration of the provision of Non-Consultancy 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 Contractor:

.....

## Performance Guarantee Form

To: *[Securities and Exchange Commission of Pakistan]*

WHEREAS *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services (hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Bidder 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

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## Format of Affidavit/Undertaking

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

- a) I, Mr. .... S/o..... holding CNIC # ..... from M/s ..... Having Its business office at ....., do hereby solemnly affirm and declare as under;
- b) That M/s ..... is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- c) We also confirm that our firm has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- e) We, hereby agree with all the requirements and terms & conditions of the bidding document and submit the bid.
- f) 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:** \_\_\_\_\_

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CLOUD CONTRACTORS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

[Name of Contractor] 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 Contractor] 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, 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 Contractor] 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 Contractor] 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 Contractor] 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 Contractor] 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.

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[Contractor]

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[Buyer/Procuring Agency]

# 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 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 license 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 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:

\_\_\_\_\_