SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T#24/24-25

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites bids exclusively through the **e-Pak Acquisition & Disposal System (EPADS)** from service providers/survey firms 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:

S. No.	Requirement	Tender Ref No.
1.	**Hiring of Services for Technical Audit of LEAP (IT Program)**	T#24 (i)/ 24-25
2.	**Hiring of Services for Stakeholder's Perception/Feedback Survey**	T#24 (ii)/ 24-25
3.	**Hiring of Security Services**	T#24 (iii)/24-25

Bidding document which include the terms and conditions, procurement method, bid submission procedure, bid security requirement, bid validity period, bid opening process, evaluation criteria and guidelines for clarification/rejection of bids, 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/

Bids must be prepared in strict accordance with the instructions outlined in the bidding document and submitted exclusively through EPADS on or before 02:30 PM, **April 09, 2025**. The bids will be opened on the same day at 03:00 PM.

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

Ms. Bushra Kiani, (Admin Dept.)
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad

Terms and Conditions for Bids and Bidders

1. Tender Identification Number: **Tender # 24(i) /24-25**

2. The Procurement Agency is:

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad.

3. The Securities and Exchange Commission of Pakistan invites bids exclusively through the **e-Pak Acquisition & Disposal System (EPADS)** from the Consulting Firms based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

HIRING OF SERVICES FOR TECHNICAL AUDIT OF LEAP

through

SINGLE STAGE TWO ENVELOP AND QCBS

4. All bids must be submitted along with a scanned Bid Security of the amount mentioned below, and in the form of Banker's Cheque i.e. Pay Order. **The original hard copy of bid security amounting to Rs.200,000 must be submitted to the procuring agency any time before the closing time of bid submission.**

5. **The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by required bid bond/security (refundable) in shape Bankers Cheque i.e. pay order in favor of Securities and Exchange Commission of Pakistan. Cheque will not be acceptable.**

6. Bid of the bidder(s) who submits the original bid bond/security late i.e. after bid submission time, or with less amount of bid bond/security will be rejected.

7. 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.

8. 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.

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

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

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

Clarification if any on the requirements may be obtained by emailing at Procurement.info@secp.gov.pk

12. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.

13. The bid validity period shall be 150 days.

14. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the SECP, Islamabad.

15. The language of the bid is English and alternative bids shall not be considered.

16. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.

17. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.

18. The rates must be quoted strictly in accordance with our documents and Annex(s).

19. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.

20. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.

21. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bid price MUST be inclusive of all applicable taxes. The bidder is hereby informed that the Commission shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the Commission.

22. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes.

23. **Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The Most Advantageous Bid(der) shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.**

24. Selected service provider will have to provide the required services, if selected and declared as Most Advantageous Bid(der). In case selected bidder is not willing to supply on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Commission.

25. In case 1st Most Advantageous Bid(der) is unable to supply ordered items/services then the Commission reserve the right to award the contract to 2nd Most Advantageous Bid(der).

26. Bid bond/security of the bidder who is unable to supply ordered services shall be forfeited in favor of the Commission.

27. Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. shall be rejected without assigning any reason.

28. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of

major customers (corporate sector) along with their contact details is required.

29. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.

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

31. Payment shall be made as per payment terms and all payments shall be made after deduction of taxes and all payments shall be made through cross Cheque/bank transfer in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.

32. The bid bond/security of successful bidder will be retained and returned after completion of assignment. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.

33. During the retention period the bid bond/security, no interest / markup will be provided on this amount by Commission to bidder at the time of refund/release of bid bond/security.

34. The bids received after the due date and time will be rejected.

35. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be rejected.

36. Joint venture, consortium or association of companies are not allowed.

37. The bidders do not have the option of submitting their bids through other electronic means except EPADS.

38. The deadline for the submission of bids and only through EPADs is:
Date: April 09, 2025
Time: 02:30PM

39. The bid opening will take place on:

Securities and Exchange Commission of Pakistan,
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.
Date: April 09, 2025
Time: 03:00PM

Note: Attachment Details are as under:

1.	Terms of Reference	Annex "A"
2.	Evaluation Criteria	Annex "B"
3.	Documentary Evidence	Annex "C"
4.	Financial Bid	Annex "D"
5.	Format of Affidavit/Undertaking	Annex "E"
6.	Non Disclosure Agreement(NDA)	Annex "F"

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

Terms of Reference - Hiring of Services for Technical Audit of LEAP:

Terms of Reference - Hiring of qualified firm to conduct the technical audit of LEAP:

SECP began its end-to-end digitization endeavor aimed at enhancing accessibility, expanding organizational efficiency, improving ease of doing business, and increasing transparency through the project titled LEAP. The SECP's digital transformation (LEAP) initiated in March 2022 with the contract signing and on-boarding of Project Consultant for BPR and PMO services along with the mobilization of technology partner for phase wise implementation of the project brand name **"eZfile "**. In response to the contractual obligation of the Project Consultant, the digital and IT strategy along with 2030 roadmap was formulated in June, 2023, the roadmap was structured into three cycles: short-term (2022-24), medium-term (2025-27), and long-term (2028-30) outlining initiatives under six key digital strategy objectives and KPIs, focusing on LEAP Portal and System, integrations, data management, specific functional applications, governance, innovation and skills, and IT enabling applications. At the RFP stage for hiring the services of technology partner, the functional and technical requirements were published through an open tendering process executed by KARANDAAZ Pakistan, inviting proposals from the prospective bidders for an integrated, highly configurable and scalable solution with open APIs for SECP. It was envisaged that the solution must provide:

    i. Web-based Registry system - the integrated application environment and a public-facing Portal which covers Company Registration, Licensing, Filing and Compliance & Regulatory Approvals along with process workflow automation for worklist management of internal officials.
    ii. Multiple digital channels for process execution: Web, mobile enablement, etc.
    iii. Multiple online payment modes for convenience of real time payments.
    iv. Enterprise Content/archiving management.
    v. Enterprise Case management system.
    vi. Enterprise rule-based business decision management.
    vii. Enterprise Service Bus for integration of all internal services and applications.
    viii. Open API gateway for seamless exchange and management of information with external organizations /systems for information sharing and application processing in real time.
    ix. Business intelligence reporting and data analytics. Comprehensive financial, operational and business reporting capability.
    x. Real time business monitoring to keep track of process and system efficiency. Search and status tracking through online and mobile interface.
    xi. Data migration from all sources along with analytics on migrated historic data.
    xii. Provide Master Data Management (MDM) or equivalent including an optimized, flexible, scalable and efficient data architecture.
    xiii. The solution must be a cloud-enabled (Private or Hybrid), commercial off-the-shelf (COTS) application(s) with the options to either reside in a secure Pakistani data center (If applicable) or On-Prem in the SECP data center. The solution must be scalable and able to be easily integrated, with external and internal applications as and when required.
    xiv. Provision of IT infrastructure and environment to support the new solution.
    xv. Provision of managed services for system operations, support, maintenance and enhancements (including support desk for SECP technical and Business Support staff).

The primary objective of this program is to achieve end-to-end automation by implementing a state-of-the-art interface across all functions of the Commission. The LEAP project's **eZfile** stream consists of four phases, first three phases are for the implementation of new Corporate Registry solution comprising of business processes pertaining to company registration, filing and compliance, licensing and regulatory approvals while the fourth phase is related to the

implementation of processes pertaining to supervision, adjudication and litigation functions of SECP. The project is being executed according to a well-structured plan to achieve the desired results. In the course of events, out of four phases, Phase 1(b) of **eZ*f*ile** has been operational since February 2024, offering an electronically enabled operational environment and enhanced capabilities to officials of the SECP Company Registry Department and its corresponding offices across nine cities in Pakistan.

To ensure that the project's implementation aligns with the contractual obligations of the vendors involved in the project. It is imperative to initiate a technical audit by a third party. In this context, SECP invites proposals from qualified firms to conduct a Technical Audit of LEAP: **eZ*f*ile** , based on the following scope:

S.NO.	OBJECTIVES	SCOPE
1	**Alignment with SECP Digital & IT Strategy 2030**	1. Assess the implementation of LEAP program specifically **eZ*f*ile** in alignment with SECP's Digital and IT Strategy and 2030 Roadmap. 2. Review the LEAP governance structure, roles, and responsibilities.
2	**Project Contract and Implementation Plan Review**	1. Review project RFP, Technical/Financial Proposal(s), Contract and SLA. 2. Review Project Charter and Implementation Plan. 3. Evaluate that the project deliverables align with the published scope of the project. 4. Review project management and reporting mechanisms pertaining to **eZ*f*ile** ensuring informed decision-making.
3	**Project Documentation Review**	Review the project documents in order to ensure the presence and quality of the necessary content/details for each phase of the project implementation ranging from but not limited to the following: • Business Requirements Document • System Requirements Specification • System Architecture Document • Software Design Specification • Test Strategy Document • Data Migration Strategy • Change Request Document • Code Review Checklist • Deployment Guide • API Documentation • DR Document

| 4 | **Software Development Review** | 1. Review the **eZfile** technical architecture and the efficacy of underlying technologies and components in order to ensure sustainability and optimal system performance. Ensure the architecture supports auto-scaling, high availability, and fault tolerance.
2. Assess adherence to Agile, DevOps, or other software development lifecycle (SDLC) methodologies.
3. Review CI/CD pipelines for automation, speed, and reliability.
4. Validate the modularity of services and adherence to principles of microservices architecture.
5. Assess the scalability of services (horizontal scaling, load balancing).
6. Review inter-service communication mechanisms (e.g., REST, gRPC, messaging queues etc.)
7. Assess deployment models (e.g., Kubernetes, serverless).
8. Verify the use of containerization and orchestration tools (e.g., Dockers, Kubernetes, OpenShift etc.).
9. Assess the API gateway configuration, including throttling, rate limiting, and caching.
10. Review API versioning and lifecycle management practices.
11. Evaluate compliance with API design standards (e.g., RESTful OpenAPI etc.)
12. Evaluate API performance metrics (response time, error rates).
13. Verify API observability and logging practices.
14. Review of integration with legacy application through Facade layer
15. Review database schemas for normalization, indexing, scalability, and partitioning strategies.
16. Evaluate query performance, caching mechanisms, and optimization techniques.
17. Assess data backup, recovery, and replication mechanisms.
18. Evaluate the Case Management System for the ability to handle large case volumes and integrate with external systems.
19. Review process automation capabilities and exception handling.
20. Assess the flexibility and customizability of workflows.
21. Assess the architecture for storing and indexing large volumes of documents.
22. Verify the metadata structure and tagging system for efficient search and retrieval
23. Verify resource allocation and optimization in virtualized environments.
24. Evaluate how well components interact with each other and external systems.
25. Assess message queues and event-driven mechanisms for real-time communication.
26. Review master data management strategies for consistency across systems. |

		27. Assess the provisions that support the delivery of analytical reporting requirements and data driven decision making. 28. Ensure intuitive interfaces for internal users and stakeholders.
5	**Data Migration review**	1. Assess whether the data migration strategy (phased or full) was effective and aligned with the project goals. 2. Assess whether a suitable approach was chosen (e.g., lift-and-shift, phased migration, hybrid migration) 3. Validate the usability of migrated data in the new system for business processes and reporting. Validate that data was not lost, altered, or corrupted during the process. 4. Assess the process and involvement of business users, data owners, and IT teams in reviewing migrated data. 5. Ensure comprehensive documentation exists for each migration phase. 6. Review the key deliverables of data migration activities: • Migration Strategy Document • Data Mapping and Transformation Rules • Pre- and Post-Migration Validation Reports • Reconciliation Reports • Migration Audit Logs 7. Assess the efficacy of data migration utility developed for the purpose of data migration. Evaluate tools and formats used for exporting data from the legacy system.
6	**Source Code Management Review**	1. Assess the version control systems and code review processes to ensure proper tracking and quality control. 2. Evaluate how source code is managed and determine clarity of source code ownership. 3. Review the implementation of code obfuscation techniques for enhanced security.
7	**Database Administration, Management and Protection Review**	1. Evaluate the integrity and effectiveness of eZfile database administration and its controls, including security patches, access controls, unused functionalities, encryption protocols, and permissions. 2. Assess data governance practices, review data retention and disposal practices. 3. Evaluate data quality management processes to ensure data accuracy.

8	**User Access and Authorization Management Review**	1. Assess the effectiveness of access management, user authentication and authorization processes. 2. Evaluate the implementation of RBAC and conduct privilege reviews to ensure appropriate access levels. 3. Assess the mechanisms in place for secure user authentication. 4. Review the effectiveness of password management policies, including password complexity, expiration, and reset procedures. 5. Review the effectiveness of PIN, OTP and another authentication mechanism. 6. Review secure API communication (e.g., HTTPS, TLS). 7. Check authentication mechanisms (e.g., OAuth 2.0, JWT etc.). 8. Assess version control and audit trail capabilities.
9	**Network Architecture and Security Review**	1. Evaluate network design and topology applied and assess eZfile systems performance within the overall utilization and consumption of bandwidth and network resources including VPN and remote access arrangements, and DDoS protection. 2. Review security incident response procedures, including detection, reporting, and mitigation of security breaches. Evaluate the implementation and management of security technologies such as firewalls, intrusion detection/prevention systems, and encryption.
10	**Software Licensing Review**	1. Evaluate the current software license utilization of the eZfile Tech stack. 2. Review **eZfile** software licensing management and compliance to identify any gaps in adherence to agreements. 3. Assess software asset inventory processes for accuracy and evaluate software update and patch management procedures to maintain security and functionality. 4. Evaluate the **eZfile** technology products roadmap to ensure the continuity of the underlying technologies and products in order to prevent any disruptions due to technology obsolescence (EOL/EOS).
11	**Disaster Recovery Review**	1. Examine the readiness of the Disaster Recovery (DR) mechanism and facilities. 2. Evaluate the completeness and accuracy of existing DR documents. 3. Review the tools and technologies used for failover and failback processes. Assess the preparedness and skills of the DR team.

12	**Capacity Planning and Resource Optimization**	1. Evaluate programs (L1 Support) for enhancing technical skills and knowledge of IT staff with respect to **eZfile** technologies. 2. Review strategies for applying and retaining newly acquired knowledge and skills in order to manage the **eZfile** effectively. 3. Highlight areas inadequately covered by existing IT capabilities to enhance operational effectiveness. 4. Assess internal IT team's ability to provide timely and robust customer service to users as part of operational support. 5. Evaluate IT's capability to address future operational challenges and adapt to new technologies
13	**Cost Effectiveness**	1. Assess that the initial budget was realistic and well-planned. 2. Assess that the payments were tied to clear milestones and deliverables. Assess that there were significant cost overruns or underutilized funds.

Contact Information: For inquiries and submission of proposals, please contact mentioned in bidding documents.

Payment Terms & Conditions

1. 15% of the total contract price due upon contract signing.
2. 30% of the total contract price due upon submission of all draft reports for all defined areas.
3. 35% of the total contract price due upon submission of all final reports for all defined areas.
4. 20% of the total contract price due upon presentation to senior management.

Delivery timelines: 04 months to complete this requirement.

A Non-Disclosure Agreement (NDA) is required to be signed as outlined in Annexure.

Technical and Financial Evaluation

(A) Initial Screening/MUST Requirements:

The following documents/certificates are the pre-requisite and may be used to initial screening. The Consulting Firm will go in the next stage i.e. technical evaluation, if it fulfills all the requirement of initial screening which are as under:

1. Affidavit on stamp paper duly attested by the notary public that the bidder are not blacklisted by any Government / semi Government department. (Annex E)
2. Bidder will have physical presence in Islamabad/Rawalpindi during the contract period. (Annex E)
3. The bidder must not have any linkage with Israel or India regarding nationality, ownership, sponsoring and financing etc. (Annex E)
4. The firm must submit an affidavit that there are no material proceedings against the firm in SECP, ICAP, AOB, any law enforcement agency or any court of law etc. Detail of such proceedings if any, must be provided along with the bid.
5. The bidder must provide on letterhead, name of organization, details of offices across Pakistan and location of head office, size of company (number of employees), and number of years of being incorporated.

Note: Bid(s) found in compliance with Initial Screening/MUST requirements shall ONLY be considered for technical evaluation.

(B) **Technical Evaluation:** The firm cleared from initial screening will be evaluated as per following criteria:

Criteria	Description	Total Marks	Scoring Guidelines
Understanding / Compliance with TORs - Projects	Checks if the final proposal aligns with the updated TORs. **Basic**: 1-2 Projects: delivered projects aligned with the scope and objectives of the draft TORs but lacks detailed experience with all aspects of the TOR requirements. **Moderate**: 3-4 projects: delivered projects aligned well with the TOR requirements, showing experience with key audit objectives and methodology relevant to the TORs. **In-depth**: 5+ projects: delivered projects aligned with the scope, objectives, and needs outlined in the TORs, demonstrating comprehensive expertise and capability in performing similar audits.	40	**Basic** = 15 marks **Moderate** = 30 marks **In-depth** = 40 marks -Projects must be completed in last 3 years. -The bidder must have completed projects in at least six of the Areas listed in TORs. These six areas can be addressed either within a single project or across multiple projects. If a single project encompasses multiple areas, it will count as one project. **Max Marks: 40**

Detailed Technical Methodology	Assesses the completeness of technical plans, tools, techniques, and timelines. • **Project Methodology by understanding the TORs** • **Work Breakdown Structure (WBS)** • **Project Plan** • **Resource Assignment Matrix (RACI)**	25	**Basic** methodology with limited details = 10 marks **Well-detailed** methodology covering essential techniques and tools = 15 marks **Comprehensive** methodology with innovative techniques and clear timelines = 25 marks **Max Marks: 25**
Bidder's Qualifications and Resources	Evaluates the qualifications of the bidder's team and resources available. **Category 1:** CDCP, CISA, CISM, ISO-27001r, GSNA, CIA, CTIA **Category 2:** ITIL, COBIT, PMP	15	**Category 1**: 3 marks per person **Category 2:** 2 marks per person **Max Marks: 15**
Geographical Presence	Office locations present in major cities including Rawalpindi/ Islamabad Lahore and Karachi (include address details with the bid)	5	**Office in Islamabad / Rawalpindi:** 5 marks **Max Marks: 5**
Similar Assignments	Experience of similar assignments (Technical Audit) in Govt/public Sector Organizations	15	**2-4** Organizations: 5 marks **4-8** Organizations: 10 marks **8-10** Organizations: 15 marks **Max Marks:** 15
Total Marks		100	

Note:
- *Bid(s) found in compliance with Initial Screening/MUST requirements and securing less than minimum 50% marks i.e. less than 50, in technical evaluation shall NOT be considered for financial evaluation.*

- *Bid(s) found in compliance with Initial Screening/MUST requirements and securing minimum 50% marks i.e. 50 or above, in technical evaluation shall ONLY be considered for financial evaluation and formula for determining the Technical Score is as under:*

Technical Score (T) = 70% x Marks Obtained in Technical Evaluation out of 100

(C) Financial Evaluation:

- *Bid(s) found in compliance with Initial Screening/MUST requirements and securing minimum 50% marks i.e. 50 or above, in technical evaluation shall ONLY be considered for financial evaluation and formula for determining the Financial Score is as under:*

Financial Score (F) = ((Lowest quoted price / Firm's price under evaluation) x 100) x 30%

(D) **Final Scoring**

The Formula for determining the Final Score is as under:

Total Score = **Technical Score (T) + Financial Score (F)**

Deliverables of Technical Audit:

Sr. No.	Deliverable	Description
01.	Audit Report	A comprehensive document detailing the assessment of the scope areas mentioned below: • Alignment with SECP Digital & IT Strategy 2030 • Project Contract and Implementation Plan • Project Documentation • Software Development • Data Migration • Source Code Management • Database Administration, Management and Protection • User Access and Authorization Management • Network Architecture and Security • Software Licensing • Disaster Recovery • Capacity Planning and Resource Optimization • Cost Effectiveness In consonance of the areas mentioned above the audit report should also include details pertaining to the adherence on the points mentioned below: - Evaluation of adherence to relevant standards, regulations, and contractual obligations. - Identification of issues, gaps, and risks with supporting evidence. - Detailed analysis of identified risks categorized by severity and impact and recommendations for mitigating high-priority risks. - Assessment of system efficiency, scalability, and reliability. - Identification of potential security vulnerabilities and threats. - Data quality and data integrity assessment.
02.	Actionable Recommendations Report	- Specific, prioritized recommendations for addressing issues, gaps or risks. - Best practices for system optimization and compliance improvement. Pertaining to System architecture, governance, management practices, processes, development methodology, infra/DR, Security and documentation.
03.	Supporting Artifacts	- Logs, screenshots, and test results to substantiate the audit findings.

DOCUMENTARY EVIDENCE

Name of the Bidder: _____
Bid against Reference No: _____
Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders &evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. **Bidders are required to mark page number on each page of the bid and mention the exact page number of relevant documents in the table below.** Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	International Affiliation Certificate			
5	Affidavit/Undertakings			
6	Bid Bond/Security			
7	Bid Validity period of 150 days			
9	AOB Registration Certificate			
10	Authorized Contact Number and Email Address for correspondence			

FINANCIAL BID

FOR THE SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN (SECP)

The bidder shall mention in its financial bid complete detail of prices for the services to be provided under this invitation. The resulting contract shall be a fixed price.

Description	Lump Sum Price/Service Charges excluding Sales taxes (Rs.)	Total applicable Sales Tax (Rs.)	Lump Sum Price/Service Charges including all taxes (Rs.)
Hiring of Services for Technical Audit of LEAP (IT Program)			

The fixed price includes all costs to complete the assignment including management, travel to the SECP's head office, lodging, supplies/consumables, phone/fax, out of pocket expenses and other miscellaneous expenses. The SECP shall not reimburse any other costs beyond this fixed price. Assignment will be performed in Head Office, Islamabad.

Format of Affidavit/Undertaking

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

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

a) 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.

b) That M/s ….. is not subject to any material proceedings, in relation to any audit assignments, before SECP, ICAP, AOB, any law enforcement agency or court of law, (where applicable such proceedings have been disclosed)

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) In case of award of contract, we also confirm our physical presence in Islamabad/Rawalpindi during the contract period.

f) We also confirm that we do not have any linkage with Israel or India regarding nationality, ownership, sponsoring and financing etc.

g) We also confirm our acceptance to all terms and conditions of this bidding document.

h) 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: _____

Non-Disclosure Agreement (NDA)

This agreement is made the on <mark><Date></mark> between:

(1) The Information Systems and Technology Department (IS&TD), Securities and Exchange Commission of Pakistan (the "SECP"), NIC Building, Jinnah Avenue, Blue Area, Islamabad

and

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

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 Information Systems and Technology Department 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 or material disclosed by any of the Parties relating to the Opportunities and Technologies, whether or not marked or designated as confidential, including, but not limited IS&TD's information to business plans, business proposals, projects, financial information, customer/company lists, prospective customers, technical proposals, product descriptions, hardware specifications, software in both source and object code, computer outputs, computer interfaces, application programme interfaces, computer calls, flow charts, data, drawings and know-how.

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 unauthorized 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

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b. which is lawfully generally known (other than due to the negligent act or omission of Parties or his breach of this Agreement); or

c. which the receiving Party obtains from a third party which was entitled to disclose that Information to the receiving Party without any restriction.

Various Obligations:

5. Each receiving Party agree that he or it shall not acquire any right in or title to or licence in respect of the Information disclosed to it or any intellectual property rights embodied in the Information. The rights provided to the Parties under this Agreement are personal to the Parties and shall not be assigned or transferred to any other party whatsoever.

6. The obligations under this Agreement shall continue as regards any item of Information until it is lawfully generally known or is otherwise not subject to the provisions of this Agreement. Since the information available with SECP is highly confidential, the receiving party shall never be allowed to disclose such information so the receiving party shall not be allowed to disclose the information even after the expiry of the agreement.

7. On the written request of a disclosing Party at any time, each receiving Party agrees to:
    a. promptly return or procure the return of or destroy (at the disclosing Party's option) all or some (as the disclosing Party may direct) of the originals and copies of the Information under his or its care or control and
    b. confirm in writing that this has been done and that no Information or copies exist under the receiving Party's care or control and
    c. not use the Information for any other purpose whatsoever.

8. Nothing in this Agreement prevents disclosure of the Information to any persons or bodies having a legal right or duty to have access to or knowledge of the Information.

9. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces all previous NDA agreements between, or undertakings by the parties with regard to such subject matter. This Agreement cannot be changed except by written agreement between the parties.

10. (i) All disputes arising out of 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 Information Systems and Technology Department, Securities and Exchange Commission of Pakistan**:**	**Signed for and on behalf M/S** <Company Name>, <Company Address>**:**
Name:	Name:
Designation:	Designation:
_____	_____
Witness No. 1:	**Witness No. 2:**
Name:	Name:
Address:	Address:
NIC:	NIC: