



**SECURITIES AND EXCHANGE COMMISSION OF
PAKISTAN**

T# 08/24-25

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites bids exclusively through the **e-Pak Acquisition & Disposal System (EPADS)** from service providers 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.	Purchase for Software Licenses, Implementation & Support & Maintenance of Watch-Lists Screening Software	T#08 (i)/ 24-25
2.	Review and Update of IT Policy	T#08 (ii)/ 24-25

Bidding document (s) 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/Proposals must be prepared in strict accordance with the instructions outlined in the bidding document(s) and submitted exclusively through EPADS on or before 03:00 PM, **November 28, 2024**. The bids will be opened on the same day at 03:30 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 051-9195437, 9195477 during office hours (Monday to Friday, excluding Public Holidays)

Mr. M. Ubaidullah Khalid, Additional Joint Director (Admin)
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

Terms and Conditions for Bids and Bidders

1. Tender Identification Number: **Tender # 08(ii) /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

REVIEW AND UPDATE OF IT POLICY

through

SINGLE STAGE TWO ENVELOP METHOD 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 hard copy of bid security must be submitted to the procuring agency any time before the closing time of bid submission.**
5. 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.
6. **The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) amounting to Rs.100,000 in shape Bankers Cheque i.e. pay order in favor of Securities and Exchange Commission of Pakistan. Cheque will not be acceptable.**
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/>
12. Clarification if any on the requirements may be obtained by emailing at ubaidullah.khalid@secp.gov.pk
13. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.

14. The bid validity period shall be 150 days.
15. 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.
16. The language of the bid is English and alternative bids shall not be considered.
17. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
18. The 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.
19. The rates must be quoted strictly in accordance with our documents and Annex(s).
20. 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.
21. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
22. 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.
23. 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.
24. **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.**
25. 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.
26. 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).
27. Bid bond/security of the bidder who is unable to supply ordered services shall be forfeited in favor of the Commission.
28. 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.
29. 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.

30. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.
31. 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.
32. 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.
33. 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.
34. 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.
35. The bids received after the due date and time will be rejected.
36. 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.
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 is:
Date: November 28, 2024
Time: 1500Hrs
39. The bid opening will take place on:

Securities and Exchange Commission of Pakistan,
 NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.
Date: November 28, 2024
Time: 1530Hrs

Note: Attachment Details are as under:

1.	Terms of Reference for engaging consultant for developing IT Policy	Annex “A”
2.	IT Policies Blueprint	Annex “B”
3.	Evaluation Criteria	Annex “C”
4.	Documentary Evidence	Annex “D”
5.	Financial Bid	Annex “E”
6.	Format of Affidavit/Undertaking	Annex “F”
7.	Non-Disclosure Agreement (NDA)	Annex “G”
8.	List of Qualified Resources	Annex I
9.	Similar Assignments Performed	Annex II

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

Terms of Reference for engaging consulting firms for review and update IT Policies

SECP is seeking proposals from qualified consulting firms to review and update our existing IT policies. The selected consultant will be required to align our policies with global standards and industry best practices while considering the local context of Pakistan's IT landscape.

- 1. Objective:** To review and update the IT Policies that are intended:
 - i. To establish a clear purpose and scope for IT governance within the organization.
 - ii. To implement robust IT governance frameworks aligned with global standards and local policies.
 - iii. To ensure efficient and secure management of IT infrastructure, including networks, databases, and applications.
 - iv. To safeguard information assets and ensure business continuity through comprehensive security and risk management practices.
 - v. To drive project success and maintain high-quality IT services through standardized management practices.
 - vi. To optimize third-party relationships through effective vendor selection and management processes.
 - vii. To foster a security-conscious and policy-compliant organizational culture through ongoing training and awareness programs.
 - viii. To provide comprehensive reference materials that facilitate understanding and implementation of IT policies

- 2. Scope:** The scope of work shall comprise the following:
 - i. Obtain understanding of SECP vision, mission and current practices.
 - ii. Conduct a thorough assessment of the current IT policies in place, identifying strengths, weaknesses, and gaps.
 - iii. Comprehensive Review Against Global Standards**
 - i. Ensure the review incorporates relevant global standards such as COBIT, CMMI, PMBOK, ISO/IEC 38500, ISO/IEC 31000, and ISO/IEC 23001 etc.
 - ii. Incorporate practices and frameworks implemented by global regulatory organizations, including the U.S. SEC, New Zealand Companies Office, Financial Markets Authority, Financial Conduct Authority, Monetary Authority of Singapore (MAS), International Organization of Securities Commissions (IOSCO), Accounting and Corporate Regulatory Authority (ACRA), and Companies House etc.
 - iv. Local Context Consideration**
 - i. Analyze the local policy landscape, including the Digital Pakistan Policy, Pakistan’s Cloud First Policy, E-Mail and Internet Policy for Federal Government Organizations, National Cyber Security Policy, and Pakistan IT Policy and Action Plan from the Ministry of Science and Technology etc.
 - ii. Incorporate the IT practices and frameworks implemented by peer regulators such as the State Bank of Pakistan, and the Pakistan Telecommunication Authority (PTA).
 - v. Engage with key stakeholders throughout the organization to gather insights, perspectives, and feedback on existing policies.
 - vi. Establish benchmarks for IT policies that align with international standards, best practices adopted by leading global regulatory bodies, while considering the local context, regional challenges, and the organization’s goals and operational realities.
 - vii. Identify and document key gaps.
 - viii. Document the re-engineered IT policies, integrating identified improvement opportunities and best practices.
 - ix. Update IT policies that covers all critical areas of IT infrastructure including but not limited to IT governance, application development and deployment, infrastructure &

networks, Digital Transformation processes, service management practices, Data Governance and social media etc., referenced details are in Annex – “B”.

- x. Facilitate workshops or meetings to discuss findings and recommendations with relevant teams.
- xi. Prepare reports, checklists and formats (such as approval templates) for IT policies.
- xii. Provide a detailed implementation plan for the updated IT policies that includes timelines for rollout, training sessions for staff on new policies, monitoring mechanisms for compliance, and a schedule for regular reviews to ensure that the policies remain relevant in light of evolving standards and regulations.

3. Content: The IT Policy should include policies, templates and implementation plan.

4. Compliance: Ensure that the IT Policy complies with International Standards and relevant regulatory and requirements/ conditions.

5. Stakeholders: Target audience includes employees of Commission especially IS&T division, auditors, Commission, Policy Board.

6. Methodology: The consultant will conduct research, interview key personnel and benchmark industry best practices to develop the IT Policy.

7. Timeline: The final draft Policy document is expected to be completed within 45 days with following milestones and deadlines w.e.f date of issuance of Purchase Order defined as T.

- i. Gap analysis report T+10
- ii. Benchmarking T+20
- iii. Draft IT Policy T+35
- iv. Final IT Policy T+45
- iv. Implementation Plan T+60

8. Deliverables: The consultant should provide following draft deliverables, followed by a final version in both digital and printed formats.

- Gap Analysis Report
- Benchmarking Report
- Final IT Policy
- Implementation Plan

9. Review and Approval: The IT Policy will be reviewed by SECP team and approved by the Commission.

10. Qualifications and Selection Criteria: Criteria is mentioned in Annex- “C”.

12. Confidentiality: The consultant must adhere to strict confidentiality requirements for handling sensitive financial information and data security protocols.

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

14. Payment Terms & Conditions

- 10% of the total contract price due upon contract signing.
- 10% of the total contract price due upon submission of the Gap Analysis Report.
- 15% of the total contract price due upon submission of the Benchmarking Report.
- 35% of the total contract price due upon submission of the Draft Policies for the following areas (5% allocated per area):

1. IT Governance
2. Digital Transformation & Innovation
3. Data Governance
4. Infrastructure & Networks
5. Applications Development/Deployment
6. IT Service Management
7. Social Media and Website/Portal

(Total Areas: 7, Total Percentage: 35%)

- 15% of the total contract price due upon submission and approval of the comprehensive IT Policy, covering all areas, by relevant stakeholders.
- 15% of the total contract price due upon submission and approval of the Implementation Plan.

IT Policies Blueprint

IT Governance

Level 1

1. IT Governance Policy (Includes IT alignment with business goals, IT governance structures, roles and responsibilities IT management structure etc.)

Level 2

2. Enterprise Architecture of IT and Digital
3. IT Strategy and planning Policy
4. IT Risk Management Policy
5. IT Resource Management Policy
6. IT Performance Measurement Policy
7. IT Compliance Policy
8. IT Audits Policy
9. IT Ethics and Code of Conduct
10. IT Security Policy
11. IT Service Management Policy
12. IT Project and Portfolio Management Policy
13. IT Procurement and Vendor Management Policy
14. IT Change Management Policy
15. IT Stakeholder Engagement and Communication Policy
16. Women in STEM (Science, technology, engineering, and mathematics) and IT
17. IT Budget and Cost Management

Digital Transformation & Innovation

Level 1

1. Integrated Policy for Digital Transformation Policy (includes objectives for digital transformation, guidelines for innovation initiatives, High-level governance structure for such initiatives, alignment with overall business strategy etc.)

Level 2

2. Integrated Policy for Digital Transformation Policy
3. Emerging Technologies Adoption Policy
4. Digital Customer Experience Policy
5. Data-Driven Decision-Making Policy

Data Governance

Level 1

1. Enterprise Data Governance, Privacy and Lifecycle Management Policy (Includes data strategy, Data governance principles and standards, High-level roles and responsibilities, Data lifecycle management approach etc.)

Level 2

2. Data Quality Management Policy
3. Data Privacy and Protection Policy
4. Data Access and Security Policy
5. Metadata Management Policy
6. Data Integration and Interoperability Policy

7. Data Retention and Archiving Policy
8. Master Data Management Policy
9. Data Architecture Policy
10. Data Regulatory Compliance Policy

Infrastructure & Networks

Level 1

1. Infrastructure & Networks Policy (Includes objectives, governance principles and standards, High-level roles and responsibilities, Disaster Recovery and business continuity planning etc.)

Level 2

2. Network Security Policy
3. Access Control Policy
4. Data Center Management Policy
5. Backup and Recovery Policy
6. Patch Management Policy
7. Capacity Planning Policy
8. Asset Management Policy
9. Virtualization Policy
10. Cloud Computing Policy
11. Monitoring and Alerting Policy
12. Disaster Recovery Policy
13. Business Continuity Policy
14. Change Management Policy (for infrastructure)
15. Configuration Management Policy
16. Incident Response Policy
17. Performance Management Policy
18. Energy Efficiency Policy
19. Hardware Lifecycle Management Policy
20. Network Architecture Policy
21. Compliance and Regulatory Policy
22. Next Generation Mobile Services Policy
23. BYOD (Bring Your Own Device) Policy
24. Encryption Policy
25. Cloud Infrastructure Policy

Applications Development/Deployment

Level 1

1. Applications Agile Life Cycle Policy (Includes objectives, governance principles and standards, High-level roles and responsibilities, High level application life cycle approach, quality assurance etc.)

Level 2

2. Version Control Policy
3. Code Review Policy
4. Testing Policy (Unit, Integration, System, Acceptance)
5. Continuous Integration/Continuous Deployment (CI/CD) Policy
6. Change Management Policy
7. Release Management Policy
8. Configuration Management Policy
9. Security Policy (including secure coding practices)
10. Documentation Policy

11. Quality Assurance Policy
12. Performance and Scalability Policy
13. API Management Policy
14. DevOps Practices Policy
15. Identity and Access Management Policy
16. Enterprise Integration Policy
17. Contents Management policy
18. Quality Assurance / Control Policy
19. Disaster Recovery and Business Continuity Policy (For Applications)

IT Service Management

Level 1

1. IT Service Management Policy (Includes service objectives and strategy, principles and best practices, High-level service lifecycle approach, roles and responsibilities etc.)

Level 2

2. Service Strategy Policy
3. Service Design Policy
4. Service Transition Policy
5. Service Operation Policy
6. Continual Service Improvement Policy
7. Service Level Management Policy
8. Incident and Problem Management Policy
9. Service Availability Management Policy
10. IT Service Continuity Management Policy
11. Supplier Management Policy
12. User Satisfaction and Feedback
13. End User Support and Service Desk Policy

Social Media and Website/Portal

Level 1

1. Social Media Policy (Includes guidelines for employee use of social media, including acceptable behavior, confidentiality, and crisis management protocols etc.)
2. Websites/Portal Governance Policy

Level 2

20. Content Publishing Policy
21. Employee Conduct Policy
22. Content Approval Policy
23. Confidentiality and Data Protection Policy
24. Crisis Management Policy
25. Monitoring and Compliance Policy

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 F)
2. Bidder will have physical presence in Islamabad/Rawalpindi during the contract period. (Annex F)
3. The bidder must not have any linkage with Israel or India regarding nationality, ownership, sponsoring and financing etc. (Annex F)
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:

1. Understanding of the Project	Total Marks	Number of Projects	Marks	Bidder to refer relevant page in its bid
IT Governance Policies	35	1-2 Projects = 2 marks 3-4 projects = 4 marks 5-more projects = 5 marks -Projects must be completed in last 3 years. -The consulting firm must have completed projects in at least five of the policies listed in Annex – “B” for this domain. These five policies 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.	Maximum 35 Marks	
Digital Transformation & Innovation Policies				
Data Governance Policies				
Infrastructure & Networks Policies				
Applications Development/Deployment Policies				
Service Management Policies				
Social Media and Website/Portal Policies				
2. Proposed Methodology and Work Plan	Total Marks	Number of Projects	Marks	

Project Methodology by understanding the RFP requirements	10	Comprehensive and detailed: 2 High Level: 1	Maximum 10 Marks	
Benchmarking & Research Methodology				
Work Breakdown Structure (WBS)				
Project Plan				
Resource Assignment Matrix (RACI)				
3. Number of Certified Resources	Total Marks	Number of Staff	Marks	
No. of certified Resources employed, in the consulting firm within the Pakistan (Provide detail as per Annex-II to this invitation)	20	PMBOK/COBIT/CMMI 2 Marks per person	Maximum 20 Marks	
		ISO/IEC 38500, ISO/IEC 31000, and ISO/IEC 23001, ITIL: 1 Marks per Member		
4. Similar Assignments	Total Marks	No. of Organizations	Marks	
Experience of similar assignments (IT policy) in Govt/public Sector Organizations	30	2-5	10	
		6-10	20	
		11-20	30	
5. Offices	Total Marks	Range of Partners	Marks	
Office in Islamabad/Rawalpindi	5	Office in Islamabad/Rawalpindi	5	
		Office in other cities	0	
Total Marks Obtained out of 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)

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.)
Review and Update of IT Policy			

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 to sign the Non Disclosure Agreement (NDA) as per specified format.
- h) We also confirm our acceptance to all terms and conditions of this bidding document.
- i) 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 <Date> 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 <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 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 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 Information Systems and Technology Department, Securities and Exchange Commission of Pakistan:

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

Name:
Designation:_____

Name:
Designation:_____

Witness No. 1:

Name:
Address:
NIC:

Witness No. 2:

Name:
Address:
NIC:

LIST OF QUALIFIED RESOURCES

Sr. No.	Name	Membership/Registration No.	Relevant Certification	Designation	Office.

Authorized Signature:

Name and Title of Signatory:

Annexure-II

SIMILAR ASSIGNMENTS PERFORMED (Govt./Public Sector Organizations)

Sr. No.	Name of Organization	Year	Nature of assignment	Proof and Reference (Name and Telephone Number)*

***SECP reserves the right to contact the reference for verification.**

Authorized Signature:

Name and Title of Signatory: