



**SECURITIES AND EXCHANGE COMMISSION OF
PAKISTAN**

T# 26/24-25

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites bids exclusively through the **e-Pak Acquisition & Disposal System (EPADS)** from the service providers/ firms based in Pakistan and registered with the Federal Board of Revenue for Income Tax & Respective Revenue Boards for Sales Tax, who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority (if applicable) for the following:

**“Consulting Services for Developing Business Continuity Plan
Securities and Exchange Commission of Pakistan”**

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 **11:00 AM, April 15, 2025**. The bids will be opened on the same day at **11:30 AM**.

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

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

Mr. Arshad Kamal, Additional Director (Admin)
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

Terms and Conditions for Bids and Bidders

1. Tender Identification Number: **Tender # 26/24-25**
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 from the service providers/ 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

*Consulting Services for Developing Business Continuity Plan
Securities and Exchange Commission of Pakistan*

through

SINGLE STAGE TWO ENVELOP METHOD (QCBS)

4. Bids shall comprise of “**FINANCIAL BID**” and “**TECHNICAL BID**” both of which will be submitted only on EPADS.
5. **The Bid Bond/Security should be submitted in physical and original to the address mentioned below.**
6. Initially, the “**TECHNICAL BID**” shall be opened publicly through EPADS. The “**FINANCIAL BID**” shall be opened later via EPADS only for technically qualified bidders/service providers.
7. Bid not accompanied by bid bond/security as required or with less amount of bid bond/security will be rejected.
8. 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.
9. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal **to Rs.100,000/-** in form of bank draft i.e. pay order in favor of Securities and Exchange Commission of Pakistan, which can be submitted anytime before the bid submission date and time. **Cheque will not be acceptable.**
10. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the Commission.
11. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR/relevant board/ authority are eligible to 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.**
12. If Service Provider is not appearing on 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.
13. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
14. 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/>
15. Clarification if any on the requirements may be obtained by emailing at

16. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
17. The bid validity period shall be 150 days.
18. 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.
19. The language of the bid is English and alternative bids shall not be considered.
20. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
21. 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.
22. The rates must be quoted strictly in accordance with our documents and Annex(s).
23. 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.
24. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
25. 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.
26. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes.
27. **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.**
28. 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.
29. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week shall be imposed and deducted from the payment. Provided that the imposed penalty shall not exceed 10% of the PO/contract value. However, no penalty shall be deducted in case delay is:
 - a. on part of the Commission; or
 - b. due to occurrence of event(s) beyond the reasonable control of the service provider/ Firm, which have a materially adverse effect on the ability of the Audit Firm to perform its obligations.
30. 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).
31. Bid bond/security of the bidder who is unable to supply ordered services shall be forfeited in favor of the Commission.

32. 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 other reason.
33. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.
34. 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.
35. 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.
36. Payment shall be made after finalization/approval of the Commission in following way:
 - (i) **10%** upon signing of the contract (mobilization of services, initial setup)
 - (ii) **30%** upon submission of the Business Impact Analysis (BIA) report
 - (iii) **30%** upon submission of the draft BCP document
 - (iv) **20%** upon submission of the final BCP document for review
 - (v) **10%** upon final approval of the BCP by the client/Commission
37. All payments shall be made after deduction of taxes and **all payments shall be made through cross Cheque in Pak Rupees.** Taxes will be deducted at source as per Government Rules at the time of payment.
38. 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.
39. 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.
40. Joint venture, consortium or association of companies are not allowed.
41. The bids received after the due date and time will be rejected.
42. 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.
43. The bidders must submit the bid electronically. Telegraphic and conditional bids will not be accepted.
44. **Original bid bond may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
45. The place of **bid bond/ security** destination is:

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

46. The envelop shall bear the following additional identification marks:

Bid for: : *Consulting Services for Developing Business Continuity Plan
Securities and Exchange Commission of Pakistan*

Bidder Name: : XYZ

Attention : Ayesha Saddiqua
Asst Director, Admin,
4th Floor, NICL Building, 63 Jinnah Avenue Blue Area,
Islamabad

47. The deadline for the submission of bids on EPADS is:

Date: April 15, 2025

Time: 1100Hrs

48. The bid opening shall take place on EPADS at

Securities and Exchange Commission of Pakistan NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad

Date: April 15, 2025

Time: 1130Hrs

A statement **“Not to be opened before 1130Hrs on April 15, 2025”** shall be clearly mentioned on the top of the sealed bid security.

Note: Attachment Details are as under:

1.	Terms of Reference	Annexure “A”
2.	Technical Evaluation Criteria	Annexure “B”
3.	Financial Quotation	Annexure “C”
4.	Documentary Evidence	Annexure “D”
5.	Format of Affidavit/Undertaking	Annexure-“E”
6.	Sample Agreement	Annexure “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 (TORs)
Consulting Services for Developing Business Continuity Plan
Securities and Exchange Commission of Pakistan

1. Objective

To engage a reputable consulting firm to develop a comprehensive Business Continuity Plan (BCP) for the Securities and Exchange Commission of Pakistan (SECP), in alignment with ISO 22301; 2019 and other applicable standards including international/ local best practices, to ensure uninterrupted business operations in all circumstances.

2. Scope of Work

The consultant will be responsible for the following tasks:

2.1. Current State Assessment

- Conduct a thorough assessment of SECP’s existing systems, and their running applications along with agreeable Recovery Time Objective (RTO) and Recovery Point Objective (RPO), departmental operational procedures, capacity planning in terms of primary and BCP site for business-critical services, processes, people, facilities, policies, vendors and SLAs related to business continuity.
- Review existing BCP work, Legal & Regulatory requirements, BCP documentations and previous initiatives. Also include any scope exclusions, if any.
- Analyze single point of failure in the IT infrastructure, encompassing servers, storage, backup solution, communication links, and their associated risks, vulnerabilities, and dependencies within SECP’s operational, technical, and organizational structure.
- Conduct interviews with key stakeholders to gather input on potential risks and continuity needs, expectations and requirements of interested parties.

2.2. Gap Analysis

- Perform a gap analysis between SECP’s current business continuity readiness and requirements of ISO 22301;2019 standard and local regulatory requirements for Business Continuity Management Systems (BCMS).
- Identify weaknesses across all business functions along with the recommended improvement required for a robust business continuity program.

2.3. Business Impact Analysis (BIA)

- Conduct a Business Impact Analysis (BIA) of each function with respect to criticality, dependencies (internal and external), minimum resource requirement, key personnel, processes, facilities, documentation and systems.
- Analyze financial, legal, reputational, operational, and regulatory impacts of disruptions.
- Determine recovery priorities dependencies (RTO and RPO) and minimum acceptable downtime for each function to achieve its business objectives.

2.4. Risk Assessment and Treatment Plan

- Perform a detailed risk assessment to identify potential threats, including technical disruptions, cyberattacks, natural disasters, inaccessibility of SECP offices and pandemics.
- Develop detailed risk mitigation strategies for identified risks.

- SECP's BCP should define the organization's risk tolerance and appetite to guide prioritization and resource allocation for risk treatment.
- The risk assessment plan should include the risk tolerance, risk methodologies that include the criteria for risk acceptance, risk mitigation, risk ignore and risk transfer.

2.5. BCP Development

Develop a holistic BCP program that includes; but not limited to:

- **BCP Organizational Structure:** For overall organization.
- **Crisis Management Plan (CMP) and Team:** Establish a Crisis Management Team with clearly defined roles, responsibilities, and authority levels.
- **Response strategies:** For various crisis scenarios such as natural, technical and man-made.
- **Disaster Recovery Plan (DRP):** For IT systems and digital assets.
- **Communication protocols:** For internal and external stakeholders during a crisis.
- **Alternative work requirements and arrangements:** Such as remote work and third-party service providers.
- **Data recovery measures and safeguarding vital/ critical data and assets.**
- **Continuity of regulatory operations in case of disruptions.**
- **BCP Budgets Management:** For normal and crisis situations.
- **Testing and validation:** Methodologies for the BCP.
- **3rd party vendor's assessment:** The assessment methodology and on-site visit of 3rd party vendor for assessment of their BCP readiness, BCP plans and drills as per ISO 22301; 2019 clause.

2.6. Policy and Procedure Development

- Assist in developing or updating policies, procedures, and frameworks for effective BCP.
- Ensure alignment with ISO 22301; 2019 standards and other relevant guidelines such as GOP directives and government regulations.

2.7. Training and Awareness

- Develop and deliver Training Need and Assessment based training sessions and awareness programs for SECP employees.
- Ensure that all relevant employees understand their roles and responsibilities any BCP related emergency.

2.8. Testing and Drills

- Plan and execute simulation exercises and drills to test the effectiveness of BCP program against different scenarios including cyber incidents such as Ransomware and DDoS; development of an annual calendar, based on the responsibilities and role of the department and employees.
- Provide postmortem reports covering identified gaps and areas for improvement.

2.9. Monitoring and Maintenance Framework

- Develop a BCP program framework for regular review (at least once in a year), monitoring, measure and update.

- Provide guidance on governance structures and allocation of responsible teams for BCP maintenance.
- A process for continuous improvement based on feedback from drills, audits, or real incidents.
- Set Objectives and Scope for BCMS Certification Audit.

2.10. Locations. SECP's Head Office at Islamabad, Southern Regional Office Karachi and CROs at Lahore, Islamabad and Peshawar.

3. Deliverables

3.1 A comprehensive set of BCP documents mentioned as follows:

- BCP Policy for the Commission along with detailed BCP documentation such as templates, reports, procedures with respect to ISO 22301;2019 standards.
- A detailed assessment report, including a gap analysis, risk assessment and treatment.
- Comprehensive BIA.
- BCP for each function of the Commission.
- Comprehensive Crisis Management Plan.
- IT DR Plan including partial (service by service) or complete switchover and switchback, a list of essential vendors and resources.
- Departmental procedures/ documentation required for both pre and post BCP requirements.
- SLAs or vendor agreements should be reviewed, elaborated or suggested depending on the necessary RTO or criticality.
- Training materials and awareness programs.
- Reports format/ templates from testing, drills and simulations.
- BCP program framework for continuous activities monitoring, measures, review and updates.
- Post Testing or Lessons Learnt Report.

4. Timeline

The consulting engagement is expected to conclude within 04 months of the project start date. Key milestones and deliverables will be agreed upon during the project initiation phase.

5. Consultant's Qualifications

The consulting firm must have:

- Extensive experience in developing BCP and IT DR Plans particularly for financial or regulatory institutions.
- Proven expertise in ISO 22301; 2019 implementation and business continuity best practices.
- Demonstrable track record of successful projects with public sector or large organizations.

- A team of qualified professionals, including ISO certified business continuity implementation experts, risk management specialists, and cybersecurity professionals.

6. Proposal Submission

(A)Initial Screening/MUST Requirements:

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

1. The bidder must ensure a physical presence in Islamabad/ Rawalpindi during the contract period, either through an established office or a dedicated project team stationed locally to facilitate efficient coordination and service delivery.
2. 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.

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	<p>Understanding and Compliance with the Terms of Reference. Overall Quality of the Proposal to accomplish the tasks covered under scope of work (SoW).</p> <p>Bidders are required to demonstrate a thorough understanding of the specifications. Bidders are required to provide a detailed approach methodology statement, project plans, project quality assurance plans, project communication plans wherein each of the points below is clearly explained in detail in terms of how the bidder will go about producing the deliverables:</p> <ul style="list-style-type: none"> • Business Impact Analysis • Risk Assessment Analysis • Recovery Strategies • Develop BCP and DRP • Training Plan • Test Plans 	10	<ul style="list-style-type: none"> • Fully aligned with detailed references to ISO standards, best practices and local regulatory compliances: 10 marks • Partial alignment: 5 marks • No alignment: 0 marks <p>Max Marks: 10</p>
Relevant Experience and Expertise	<p>Experience in BCP and IT DR Planning Projects with alignment of ISO Standards for BCM</p> <ul style="list-style-type: none"> • Have successfully completed similar (BCP and IT DR Planning) projects <p>Industry-Specific Experience</p> <ul style="list-style-type: none"> • Experience with regulators/ financial institutions (local and international) 	30	<p>Experience in BCP and IT DR Planning Projects (20 marks)</p> <ul style="list-style-type: none"> • Projects MUST have been completed in last five (05) years. Provide reference letters/ work orders from clients as proof. • 05 similar projects: 20 marks • 03 similar projects: 15 marks • Less than 03 projects: 10 marks <p>Industry-Specific Experience (10 marks)</p> <ul style="list-style-type: none"> • Worked with regulators/ financial institutions (local + international): 10 marks • Worked with regulators/ financial institutions (local only): 6 marks • Limited experience with regulators: 3 marks <p>Max Marks: 30</p>
Approach and Methodology	<p>Customization and Alignment with SECP Requirements</p> <ul style="list-style-type: none"> • Fully tailored approach for SECP and alignment with SECP requirements 	30	<p>Customization and Alignment with SECP Needs (15 marks)</p> <ul style="list-style-type: none"> • Fully tailored approach: 15 marks • Partially tailored (generic framework with some alignment): 7 marks

	<p>Comprehensiveness of Methodology</p> <ul style="list-style-type: none"> Covers all key stages as mentioned in the SoW <p>Workshops, Training, and Knowledge Transfer</p> <ul style="list-style-type: none"> Extensive, well-documented plan for workshops, training and knowledge transfer 		<ul style="list-style-type: none"> Generic/ poorly aligned approach: 0 marks <p>Comprehensiveness of Methodology (10 marks)</p> <ul style="list-style-type: none"> Covers all key stages as mentioned in SOW (i.e., BIA, Risk Assessment, Strategy, Policy Testing, Trainings etc.): 10 marks Missing key stages/ vague details: 5 marks Incomplete methodology: 0 marks <p>Workshops, Training, and Knowledge Transfer (5 marks)</p> <ul style="list-style-type: none"> Extensive, well-documented plan for workshops, training and knowledge transfer: 5 marks Minimal or unclear details: 3 marks No plan or training element: 0 marks <p>Max Marks: 30</p>
Team Qualification and Capacity	<p>Certifications</p> <ul style="list-style-type: none"> Team with at least three (03) certified resources with certifications like CBCP, ISO 22301 Lead Implementer, ITIL, PMP etc. <p>Experience of the Team</p> <ul style="list-style-type: none"> Over 10 years of relevant experience <p>Team Size and Availability</p> <ul style="list-style-type: none"> Sufficient resources (3 – 4 consultants) and their availability for the duration of the project 	30	<p>Certifications (15 marks)</p> <ul style="list-style-type: none"> Provide CVs and Certification records as proof. Team with at least three (03) certified resources with certifications like CBCP, ISO 22301 Lead Implementer, ITIL, PMP: 15 marks Partial certifications or limited expertise: 7 marks No certifications: 0 marks <p>Experience of the Team (10 marks)</p> <ul style="list-style-type: none"> Clearly mention number of years of relevant experience required for the project Over 10 years of relevant experience: 10 marks 5–10 years: 5 marks Less than 5 years: 0 marks <p>Team Size and Availability (5 marks)</p> <ul style="list-style-type: none"> Sufficient resources (3-4 consultants) and their availability for the duration of the project: 5 marks Insufficient resources: 3 marks <p>Max Marks: 30</p>
Total Marks		100	

Note:

- *Bid(s) found in compliance with Initial Screening/ MUST requirements and securing less than minimum 70% marks i.e. less than 70, in technical evaluation shall NOT be considered for financial evaluation.*
- *Bid(s) found in compliance with Initial Screening/ MUST requirements and securing minimum 70% marks i.e. 70 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

FINANCIAL BID

Financial Evaluation:

- *Bid(s) found in compliance with Initial Screening/ MUST requirements and 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:*

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

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

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

The Bid with the highest Total Score will be considered as qualified bidder for the award of the contract.

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	Undertakings (Blacklisting)			
6	Bid Bond/Security			
7	Bid Validity period of 150 days			
8	Bidding document duly signed and stamped.			
9	AOB Registration Certificate			
10	Authorized Contact Number and Email Address for correspondence			

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. Detail of such proceedings if any, must be provided along with the bid.
- b) 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.
- c) We also confirm that we are not in litigation with and / or blacklisted by any client / customer and not on sanction list of NACTA.
- 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 also confirm that we do not have any linkage with Israel or India regarding nationality, ownership, sponsoring and financing etc.
- f) We also confirm our acceptance to all terms and conditions of this bidding document.
- g) 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: _____

(Terms and Conditions of the Sample Agreement will be shared and may be changed at the time of signing of the agreement with mutual understanding)

Non disclosure agreement (NDA)

This agreement is made the on <Date> between:

(1) 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 to 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
- 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 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: