

Clarifications
Re-Invitation to Bid “Up-gradation/Installation/Development of Market Surveillance Suite”
(No. T# 06(ii)/16-17)

Clarifications issued in response to queries received are as under:

Sr. No	Reference Section InfoTech Clarifications	InfoTech Clarifications	SECP Response
1.	Final Bidding Docs Upgrade Market Surveillance Suite Page # 3 Point 19	Please confirm do we need to sign the non-disclosure agreement with SECP? If yes, please share the NDA template.	Signed non-disclosure agreement is to be submitted at the first stage along with technical proposal. NDA template is attached as Annex A of this document.
2.	Final Bidding Docs Upgrade Market Surveillance Suite Page # 2 Point 3	We have an understanding that it is a 2 stage bidding process i.e. bidders are required to submit technical proposals only at this stage? Please confirm if our understanding is correct?	Yes, This is a two stage bidding process. Bidders are required to submit technical proposals only at this stage. Complete process has already been specified in detailed bidding docs.
3.	Annex – A – TORS Page # 32 8.3 Service Level Agreement	Please confirm do bidders need to submit SLA template at first stage of technical proposal?	Yes, Bidders need to submit SLA Template at first stage of technical proposal.
4.	There is no specific format given by SECP which bidders should follow to prepare their proposals, are we safe to assume that technical bids will be comprised of following sections? 1 Executive Summary 2 Company Background 3 Technical Write-up of Proposed Solution		Proposal should address all the mandatory requirements as specified in the TORs.

	4 Project Implementation Plan and Approach 5 Assumptions and Dependencies 6 Responsibilities	
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5.	Annex – A – TORS Page # 13 4.3: Hardware & Software Details/Requirements	Should bidders also provide information on minimum required 3 rd party hardware and software which is required to run the MSS system?	Yes, Bidders are required to provide 3 rd party hardware and software requirement, along with detailed justification substantiating why the existing tools (in hand with SECP) cannot be used and what additional benefits the proposed 3 rd party hardware and software will provide.
6.	We want to confirm that how many copies are required at first stage for technical proposal besides original?		Only one original bid is to be submitted



Annex A

Non-Disclosure Agreement

This agreement is made the on <Date> between:

(1) The Surveillance Supervision & Enforcement Department, Securities and Exchange Commission of Pakistan (SECP), NIC Building, Jinnah Avenue, Blue Area, Islamabad

and

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

of

Background:

SECP requested for tenders to “upgradation/development/installation of Market Surveillance Suite (MSS)” through a two stage tender process. Bidders require that they be allowed to view the existing MSS deployed with SECP to enable them to submit tender in light of revised terms of reference.

It is agreed that:

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

1. "Information" means all information, data, ideas, innovations or material disclosed by any of the Parties relating to the Market Surveillance Suite, whether or not marked or designated as confidential, including, but not limited to ISTD'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.
4. Receiving Party will never market this product and SECP will never endorse the same.

Exclusions:

5. 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:

6. 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.
7. 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, to a maximum term of five years from the date of this Agreement.
8. 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.
9. 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.
10. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces all previous 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.
11. This Agreement is governed by Pakistani law and the parties submit to the jurisdiction of the Pakistani Courts.

Signed for and on behalf of Surveillance, Supervision and Enforcement Department, Securities and Exchange Commission of Pakistan:

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

Name: Yaser Manzoor



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

Designation: Director/ HoD (SSED)

Name:

Designation:

Witness No. 1:

Name:

Address:

NIC:

Witness No. 2:

Name:

Address:

NIC:
