

**NBP**

National Bank of Pakistan

NBP/ITPW/HO2019/1/10

Without Prejudice

January 07, 2019

Mr. Zia Pervez

Trustee

Transparency International

4-C, Mezzanine floor, Khayaban-e-Ittehad, Phase VII,
Defence Housing Authority, Karachi.

Dear Sir,

SUB: Public Procurement Rules (PPRA).

We are in receipt of your letter no. TL18/3112/6B dated 31.12.2018 whereby our attention is drawn towards various provisions of Public Procurement Rules vis a requirement to furnish Non-Disclosure Agreement at the time of submission of bid.

In this regard we would like to submit as under:

It seems that the complainant, namely, M/s. Pakistan Office Automation (POA) has not disclosed accurate and true facts to your good office and has preferred to handle the issue on the basis of misconceived perceptions only, hence the complaint is untrue and based on misleading facts and frivolous conceptions.

We are of the considered view that the provisions of NDA (as per the format attached) does not in any way are in contradiction with Public Procurement Rule(s) no. 8 "Procurement Planning"; 10 "Specifications"; 35 "Announcement of evaluation reports" and 47 "Public access and transparency".

NBP is strictly adhering to and is in compliance of all applicable Laws and Regulations with respect to procurement and we trust you will advise the Complainant to refrain from indulging in un-business like and malicious correspondence.

Hope this will suffice.

Yours Sincerely,

Saad Salman Dar

SVP/Divisional Head (P&PD)

Logistic Support Group

Enclosed: As above.

Logistic Support Group

National Bank of Pakistan, Head Office, I.I Chundrigar Road Karachi, PO Box: 74000

☎ 021-99220100, 2542

Website: www.nbp.com.pk

(TO BE DAILY STAMPED)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into on this [.] day of [INSERT MONTH], 2018 ("Effective Date")
by and between

National Bank of Pakistan, a banking company incorporated under the National Bank of Pakistan Ordinance, 1949, having its Head/Registered Office at NBP Building, I.I. Chundrigar Road, Karachi, Pakistan (hereinafter referred to as the "**NBP**", which expression, where the context so permits shall include its successors and permitted assigns), of the **ONE PART**

And

_____ a [INSERT COMPANY TYPE for example Private Limited Company , Public Limited Company , Partnership , Sole Proprietorship etc] company incorporated and existing under the laws of [.] , having its registered office at [.] (hereinafter referred to as "**Recipient**", which expression, where the context permits shall be deemed to include its successors and permitted assigns), of the **OTHER PART**

(NBP and Recipient are collectively referred to as the "**Parties**" and singly as a "**Party**".)

RECITALS

WHEREAS, during its relationship with NBP, the Recipient will receive information which is proprietary or confidential in respect of RFP for [PROJECT NAME – TENDER DESCRIPTION] having tender ID: [Tender ID];

AND WHEREAS, NBP is desirous that the Recipient keeps such information confidential; and

AND WHEREAS, the Parties have agreed to protect the Confidential Information in terms of this Agreement.

NOW, THEREFORE THIS AGREEMENT WITNESSETH, for good and valuable consideration, it is hereby agreed between the Parties as under:

NAME OF PROJECT: _____

Validity of NDA Five Years with effect from [INSERT DATE] to [INSERT DATE]

1.0. TERM AND TERMINATION

- a) This Agreement shall take effect from the Effective Date and shall remain in full force and effect until [INSERT THE DATE and Month] 2023, unless terminated earlier by either Party in terms of clause 2 (b)

below.

- b) This Agreement may be terminated by either Party by giving thirty (30) working days prior written notice to the other Party. However, NBP may forthwith terminate this Agreement upon breach by the Recipient for protecting all the confidential information and intellectual property without prejudice to any of its rights under this Agreement or any applicable laws.
- c) In the event of any material breach by the Recipient of its obligations hereunder, the Recipient shall have thirty (30) working days from receipt of notice from NBP to rectify the breach after which time the Agreement shall stand terminated.
- d) Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement. However, all rights and obligations accruing prior to the date of termination shall continue to subsist.

2.0 Purpose of this Agreement

2.1. This Agreement serves to protect all confidential information and intellectual property developed for and owned by NBP to be accessed by Recipient to NBP's Confidential Information through VPN connectivity.

3.0. Scope of this Agreement

3.1 "Confidential Information" means any Information directly or indirectly concerning, or related to the:

3.1.1. Information about the activities of the NBP

3.1.2. Information about the above mentioned project by NBP, including but not limited to:

- Policies
- Procedure
- Business Rules
- Validation Checks, all project related information
- Process followed etc.

3.1.3. Any other information relating to the project the Recipient having obtained from NBP during the course of this exercise.

3.2 Confidential Information excludes information that:

3.2.1 is developed independently by the Recipient or lawfully known to or received lawfully by the Recipient from other source;

3.2.2 in the public domain without a breach of this Agreement;

3.2.3 required by law to make such disclosure.

3.3. The obligations of confidentiality herein shall remain in full force and effect during the life of this Agreement and two (2) consecutive years after termination thereof.

4.0 Forms of Confidential Information

4.1 Confidential information and intellectual property may be:

4.1.1 Oral, written, electronic or other machine readable form.

4.1.2 Translated from the original, modified, updated or altered originated or obtained by NBP.

5.0 Recipient's Liabilities

5.1. Recipient shall protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information of a similar nature.

5.2. Recipient must ensure that secure custody of the Confidential Information and shall take all reasonable Precautions to prevent the unauthorized access, use, or disclosure of this information by third parties.

5.3 Recipient shall not disclose, make copies or attempt to disclose any Confidential Information to any person or entity other than its consultants and legal advisors of the Recipient or its affiliates who need access to such Confidential Information, and shall assure that all such persons treat the Confidential Information in accordance with all of the terms hereof.

5.4 Recipient shall not make or take any copies of Confidential Information, unless previously approved by NBP.

5.5. Recipient shall not use or attempt to use any of the Confidential Information for his/her own benefit or for the benefit of any other person or entity.

5.6. Recipient will not be authorized to use or possess the Confidential Information upon the expiry date of this Agreement .

5.7. Recipient shall promptly return the Confidential Information, or certify in writing to the complete destruction thereof, as directed by NBP in writing.

5.8. Recipient shall be bound by conditions 5.1 through to 5.7 (inclusively) until induced in writing by NBP.

- 6.0 **Remedies:** Recipient acknowledges and inform that if the Recipient breaches this Agreement, NBP, in addition to terminating the Recipient's access to application via VPN connectivity or any other means of communication and taking other actions available under the prevailing laws, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the direct damages that may be caused by the breach together with all reasonable costs and expenses including attorney's fees incurred by NBP.
- 7.0 **Indemnity:** Recipient agrees to indemnify and hold harmless NBP from and against all sums of money, actions, proceedings, suits, claims, demands, costs, expenses and any other amounts whatsoever incurred as a result of the disclosure of confidential information to any third party through the Recipients wrongful act. The provision of this clause shall survive termination of this Agreement.
- 8.0 **Disclosure:** In the event that the Recipient is requested or required (whether by any regulator or by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, court order or similar process) to disclose any Confidential Information furnished by NBP, it is agreed that the Recipient will cooperate with NBP and provide NBP with prompt notice of such request(s) or requirement(s) so that Bank may seek an appropriate protective order or waive compliance by the Recipient with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient is nonetheless, legally required to disclose the Confidential Information forwarded by NBP or else stand liable for contempt or suffer other censure or penalty, the Recipient may disclose such information without liability hereunder, provided, however, that the Recipient shall disclose only that portion of such Confidential Information which it is legally required to disclose.
- 9.0 **Notice:** All notices required to be given hereunder shall be in writing to the addresses set forth below in this Agreement. Notice shall be considered delivered and effective seven (07) working days after mailing when sent by registered or certified mail return receipt request.
- (i) **National Bank Limited**
Attention:
Address:
Fax No:
Email:
- (ii) _____
Attention:
Address:
Fax No:
Email:

