



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

No. T# 12/16-17

INVITATION TO BID

The Securities and Exchange Commission of Pakistan invites sealed bids from suppliers/service providers based in Pakistan and registered with Income Tax and Sales Tax Departments for

S. No.	Requirements	Identification No.
1.	Supply of UPS	[T# 12 (i) /16-17]
2.	Hosting of SECP Web Services on Dedicated Server	[T#12 (ii) /16-17]

Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement(s) are available for the interested bidders from the undersigned and can also be downloaded from www.secp.gov.pk/procurement.asp free of cost.

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before **December 14, 2016 at 1500 Hrs** and will be opened on the same day at 1530Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091(Ext-437/378) during Office Hours (Monday to Friday excluding Public Holidays)

Asst. Director (Admin)

Terms and Conditions for Bids and Bidders

1. Invitation Identification Number: T # 12 (ii) /16-17

2. The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector etc.
3. The Securities and Exchange Commission of Pakistan (SECP) invites sealed bids from information technology and digital media companies registered with sales tax department and having national tax number (NTN) based in Pakistan for

“Hosting of SECP Web Services on Dedicated Server”

through **SINGLE STAGE ONE ENVELOPE METHOD**

4. The procurement agency is:

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

5. Relevant details plus terms and conditions of this invitation may be obtained from the undersigned personally or by visiting the SECP website:
www.secp.gov.pk/Procurement.asp
6. Clarifications, if any, on the technical requirements may also be obtained by sending an email to ubaidullah.khalid@secp.gov.pk
7. The SECP is not bound to accept the lowest bid and reserves the right to accept full or partial supplies offered and bidders should supply the same at the rates finalized.
8. Bid should be valid for 150 (one hundred and fifty) calendar days from the date of opening of bids.
9. Bid should be comprised of complete technical and financial details as required in this bidding document.
10. Post bid Technical meetings/Presentations may be requested by SECP.
11. Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics.
12. Each page of the proposal should state the name of the bidder, the invitation name, and the page number.
13. To facilitate comparison of bids, bidders must submit proposals in a format that corresponds to the following:
 - a. Bid Cover Sheet- signed by an officer of the Bidder
 - b. Bid must include a table of contents listing all sections:

- i. Section 1: Introduction and general information about the bidder (including years in business)
 - ii. Section 2: Staffing and technical manpower with experience and qualification
 - iii. Section 3: Support Matrix, escalation matrix
 - iv. Section 4: Existing Clients along contact numbers
 - v. Section 5: List bidder's financials
 - vi. Section 6: Cost
14. The amount of the bid and bid security shall be in Pak rupees. The bids should be accompanied by bid security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft valid for not less than 6 months in favor of **Securities and Exchange Commission of Pakistan, 4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad**. Bid not accompanied by bid security or with less amount of bid security will not be entertained.
 15. If a bidder submits less bid security along with the bid i.e. less than prescribed in the bidding documents, then its bid shall only be considered if such bidder agrees to deposit the deficit amount of bid security within 01 working days or revised pay order/demand draft of required amount of bid security, otherwise bid of such bidder shall be considered as rejected.
 16. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
 17. If the bid is withdrawn before the expiry of its validity or the supply/services are not made/provided within due date, the bid security will be forfeited in favor of the SECP, Islamabad.
 18. It is of utmost importance that bid should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
 19. Amendments or alterations/cutting etc., in the bid must be attested in full by the person who has signed the bid.
 20. 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.
 21. The rates must be quoted strictly in accordance with our documents and Annex(s). In the event of non-acceptance of offer no intimation will be given to the individual bidder.
 22. Discounts, if any, offered by the bidder shall be part of the bid.
 23. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
 24. The proof of bidder's existence as a legal entity and an affidavit that the bidder is not blacklisted by any organization must be presented with the bid.
 25. A copy of authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid, in case of any such claim.

26. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted. Unsealed bids will not be entertained.
27. The equipment/services supplied must be duty paid in respect of all applied duties and taxes.
28. Detail of applicable taxes and whether included or not in the quoted price and breakup of quoted price shall be clearly mentioned.
29. 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 and selected service provider will have to provide the required services, if selected and declared as best evaluated bidder.
30. The bids received after the due date and time will not be entertained. SECP reserves the right to reject and cancel all received bids at any time of the bidding process.
31. The bid security of successful bidder will be retained and that of other bidders will be returned.
32. The Quantities mentioned may vary according to SECP requirement.
33. Bids received will be evaluated as per technical evaluation criteria given in the TORs. Bid qualifying all requirement(s) and quoting lowest cost will be selected.
34. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
35. If any supplier is not in ATL then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
36. The SECP reserves the right to relax any condition of the bidding document as per its requirement. Moreover, the SECP reserves the right to amend/change/revise the Scope of Work, if deemed necessary. The successful bidder shall have to provide the services accordingly.
37. SECP reserves the right to reject all bids and cancel this invitation at any stage of the bidding process. The right to accept, reject and cancel any offer without assigning any reason is hereby reserved. The SECP's decision will be final and binding in all matters relating to this invitation.
38. SECP reserves the right to verify/evaluate the claims made by the bidder independently.
39. The destination is: **Securities and Exchange Commission of Pakistan**, 4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad
40. The envelopes shall bear the following additional identification marks:

Bid for: "Hosting of SECP Web Services on Dedicated Server"

Bidder Name: XYZ

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

41. The deadline for the submission of bids is:

Date: December 14, 2016
Time: 1500 Hrs

42. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad
Date: December 14, 2016
Time: 1530 Hrs

43. A statement “**Not to be opened before 1530 Hrs on December 14, 2016**” shall be clearly mentioned on the top of the sealed bid.

Note:

- The attachment details are as under:

1. Scope of Work	Annex “A”
2. Sample Template of Service Level Agreement	Annex “B”
3. Bid Submission Form	Annex “C”
- If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements.

Scope of Work**Hosting of SECP Web Services on Dedicated Server****REQUIRED SYSTEM:**

Three (03) dedicated servers with following minimum specifications are required for 36 months:

Interested parties with **local presence and having their datacenter preferably in US/Canada**, are required to submit bids for web hosting, on dedicated servers.

TECHNICAL SPECIFICATIONS AND EVALUATION CRITERIA:

Bids received will be evaluated as per technical evaluation criteria mentioned hereunder. Bid qualifying all requirement(s) and quoting lowest cost will be selected.

Servers for hosting SECP services**Qty: 03**

Minimum Technical Specification for each server		Evaluation
CPU	Intel based 8 Cores with 3.0GHz	MUST
RAM	48 GB	MUST
SSD	2 x 500 GB RAID 1	MUST
SATA	2 x 1.0 TB RAID 1	MUST
NIC	2 x Gigabit Ethernet cards	MUST
Bandwidth	At least 100Mbps upload, at least 100Mbps download (Full Duplex)	MUST
Volume/month	At least 15TB	MUST
Power Supply	Redundant	MUST

Services Specifications		Evaluation
Server Provisioning	Provide physical servers, install, configure and make available through internet, with required specifications	MUST
Backup	Weekly Full and Daily Incremental backup of VMs	MUST
Software	VMware ESXi 5.5 installed (SECP will use its own license for ESXi, if required)	MUST
Other Requirements	24 x 7 redundant power backup and UPS	MUST
	VMWare ESXi compatible hardware	MUST
IP Pool	At least 20x IPv4 usable IP addresses (including the host IP)	MUST
DNS Server	DNS record hosting and migration of existing DNS records for secp.gov.pk, voss.gov.pk, jamapunji.pk	MUST
Availability	99.99%	MUST
Network Security arrangements	Proper security measures taken for network protection against known network attacks, restricted remote access to SECP server from SECP network only	MUST

STRICT REQUIREMENTS: Selected bidder must sign a service level agreement (SLA) and ensure 99.99% availability of the system. A sample template in same regard is attached as Annex “B”.

OTHER TERMS & CONDITIONS:

- Service provider must have a call center with 24x7x365 availability and a UAN for complaint logging and escalation.
- Equipment/services delivery time must be within 1-2 weeks from the date of the order.
- The vendor will provide two weeks’ grace period to SECP for migration of existing hosted services.
- Exact timelines of all activities must be clearly mentioned in the proposal.
- The quantities mentioned above may vary according to SECP requirement.
- Bidder must provide per unit cost of the proposed server.
- Provide detailed breakup of costs offered in the bid, which may include One-time cost, installation charges, support and maintenance etc. (if any).

Sample Template of Service Level Agreement

WEB HOSTING AGREEMENT

THIS AGREEMENT is made this <<Current Day>> day of <<Current Month>>, <<Current Year>> by and between <<Company>> (“Company”) and <<Customer Company>> (“Client”).

The purpose of this Agreement (hereafter referred to as the “Agreement”) is to precede a longer-term contract arrangement under which *Successful bidder* will provide Web Hosting services on behalf of Client.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Client hereby agree as follows:

1. Terms.

Subject to the terms and conditions of this Agreement, Company will provide Web Hosting services for Client subject to the following terms:

a) Length of Service

Client agrees to an initial thirty-six (36) month contractual term of service (“Term”).

b) Service Start Date

Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon date.

2. End User Pricing and Web Hosting Compensation.

End User pricing and Web Hosting Compensation is outlined in Annexure – “A”, attached.

3. Terms of Payment.

The Company will raise quarterly invoices to SECP. Payments shall be made within 45 working days upon receipt of the invoice. The hosting company reserves the right to revoke the contract if payment is in arrears for more than 60 working days.

4. Proprietary Information.

Proprietary information exchanged here under shall be treated as such by Client. This information shall include, but not be limited to, the provisions of this Agreement, product and services information and pricing. Client further agrees to not decompose, disassemble, decode or reverse engineer any Company program, code or technology delivered to Client or any portion thereof.

5. Censorship.

Company will exercise no control whatsoever over the content of the information passing through its network or email etc.

6. Warranties.

Company makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Company is at Client's own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Company does not represent guarantees of speed or availability of end-to-end connections. Company expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Company specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

7. Penalties.

The penalties under the agreement for service availability are classified herewith. In the event of a failure to render the services in conformance to the SLA as defined below, M/s. XXX shall be liable to refund amounts by adjusting the amounts against its quarterly invoices as follows:

Failure to conform to network availability:

(Quarterly Service Charges for the service to SECP) Multiplied by (4x No. of hours of non-availability of service during a quarter) Divided by (No. of hours of committed service availability during the quarterly period)

OR

10% of the quarterly payment amount which is due against hosting services

whichever is less.

The maximum penalty under this clause shall not exceed 10% of the quarterly payment due for the hosting services.

8. Trademarks and Copyrighted Material.

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

9. Transfer of Agreement.

Client may not assign or transfer this Agreement, in whole or in part without the prior written consent of Company. In the event that Client contemplates whole or partial sale of its business, ownership change, or change in jurisdiction, Client shall notify Company by mail, facsimile or email no less than 30 days prior to the effective date of the event.

10. Termination.

Company may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Company of said failure, 2) appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) upon mutual agreement in writing of Company and Client.

11. Disputes.

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

12. Indemnification.

Client shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Company directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

13. General.

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of <<State>>. Exclusive jurisdiction and venue shall be in the <<County>> County, <<State>> Superior Court. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

Each party represents and warrants that, on the date first written above, they are authorized to enter into Agreement in entirety and duly bind their respective principals by their signature below:

EXECUTED as of the date first written above.

<<Customer Company>>

By: _____

Title: _____

Date signed: _____

<<Company>>

By: _____

Title: _____

Date signed: _____

Bid Submission Form

1. **Name of Bidder** : _____

2. **NTN#** : _____

(Please attach Copy of NTN Certificate)

3. **GST#** : _____

(Please attach Copy of GST Certificate)

4. **Offered price** : **PKR** _____

(Inclusive of all applicable taxes)

(In words)

5. **Value of bid security** **PKR** _____

(2% of the offered prices in 4)

(In

words) _____

6. **Contact number** : _____

7. **Postal address** : _____

8. **Email address** : _____

Note: Taxes included must be mentioned and breakup of the quoted proposal quote must be attached

Declaration: I certify that, to the best of my knowledge and belief, all of the information on and attached is true, correct, complete and made in good faith. I understand that false or fraudulent information on or attached to this form may be grounds for not entertaining my bid, or for cancellation

after bid acceptance, and may be punishable by fine or imprisonment according to law of Pakistan. I understand that any information I voluntarily provide on or attached to this bid may be investigated.

Signature

Name with Official

Stamp

Date
