



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**No. T# 02/18-19**

### **Invitation to Bid**

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

### **“Hiring of IT Licensing Consultancy Services”**

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) may be downloaded from SECP website <https://www.secp.gov.pk/procurement> or obtained from the undersigned free of cost .

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before **August 08, 2018** and will be opened on the same day at 1530Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext- 437/444) Email: [ubaidullah.khalid@secp.gov.pk](mailto:ubaidullah.khalid@secp.gov.pk) office hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)

## **Terms and Conditions for Bids and Bidders**

1. **Tender Identification Number:** **TENDER # 02/18-19**
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 (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.
4. The Securities and Exchange Commission of Pakistan invites sealed bids from the suppliers/service providers based in Pakistan and registered with sales tax department/ having national tax number (NTN) for

### **“Hiring of IT Licensing Consultancy Services”**

through

### **SINGLE STAGE TWO ENVELOP METHOD**

5. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial bid and the technical bid. The envelopes shall be clearly marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters.
6. Initially, only the envelope marked “TECHNICAL BID” shall be opened publically. The envelope marked as “FINANCIAL BID” shall be retained.
7. 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. Financial bids of unsuccessful bidders (technically) will be returned.
8. 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/>
9. The bid validity period shall be 150 days.
10. The amount of the bid and bid security shall be in Pak rupees. **The bid security shall be submitted in a third sealed envelope with the technical bid.** The bids should be accompanied by bid security (refundable) for an amount equal to **5%** of the total quoted price (inclusive of all applicable taxes) in shape of either pay order, demand draft valid for not less than 6 months in favor of **Securities and Exchange Commission of Pakistan**. Bids not accompanied by bid security will not be entertained.

11. In case any bidder submits more than one option against any requirement of this invitation then bid security shall be submitted against highest quoted option.
12. The bid security of successful bid will be retained and that of other bidders will be returned.
13. 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.
14. 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 ignored.
15. The language of the bid is English and alternative bids shall not be considered.
16. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
17. 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 as inclusive of all taxes and service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated bid. In case selected bidder is not willing to supply on quoted amount then bid security submitted with the bid will be forfeited in favor of the Commission.
18. Bids shall be evaluated as per evaluation criteria prescribed in the bidding documents.
19. The prices quoted shall correspond to 100% of the requirement(s) 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.
20. The rates must be quoted strictly in accordance with our documents and Annex(s).
21. Discounts (if any) offered by the bidder shall be part of the bid.
22. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
23. Bidder must submit an affidavit with the bid that the bidder is not blacklisted by any organization.
24. If bidder is a company, it should be registered with SECP and should be compliant with filing requirements of the Companies Act, 2017.
25. In case bidder is not compliant at the time of submission of bid, it would ensure compliance as payment will be subject to submission of overdue returns.
26. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
27. 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.

28. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
29. The SECP is not bound to accept the lowest bid only; lowest bidder must be compliant with the given criteria i.e. MUST requirements, ToRs, Technical Specification and Evaluation Criteria.
30. SECP reserves the right to accept full or partial supplies/services offered and bidders should supply the same at the rates finalized between the Commission and the bidder.
31. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
32. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment at Islamabad, Karachi, and Lahore offices (if applicable).
33. All software based items contains installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
34. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
35. The quantities/requirements may vary according to SECP requirement.
36. The end user License, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment delivered.
37. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid in case of any such claim.
38. Bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
39. Unsealed bids will not be entertained.
40. The consultancy firm shall undertake to maintain complete confidentiality of all the information, facts, proceedings, decisions, and documents etc. throughout the consultancy engagement and till the completion of the whole process. It will also be required to execute a Confidentiality Agreement before starting the assignment.
41. Sealed bids may be dropped in the tender drop box placed at **Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
42. Clarification if any on the technical requirement may be obtained from:
  - [ubaidullah.khalid@secp.gov.pk](mailto:ubaidullah.khalid@secp.gov.pk)
43. The bids received after the due/closing date and time will not be entertained.
44. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO Value) per week shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the Purchase Order (PO)/ value.

45. The place of bid destination is: **Securities and Exchange Commission of Pakistan, NICL**  
Building, 63 Jinnah Avenue, Blue Area, Islamabad.

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

**Bid for:** **“Hiring of IT Licensing Consultancy Services”**  
**Bidder Name:** XYZ  
**Attention:** Deputy Director, Admin, 4th Floor  
NICL Building, 63 Jinnah Avenue  
Blue Area, Islamabad

47. The deadline for the submission of bids is:

Date: Aug 08, 2018  
Time: 1500Hrs

The bid opening shall take place at:

**Securities and Exchange Commission of Pakistan**  
NICL; Building, 63 Jinnah Avenue, Blue Area,  
Islamabad  
Date: Aug 08, 2018  
Time: 1530Hrs

A statement “Not to be opened before 1530 Hrs on Date: **Aug 08, 2018**” shall be clearly mentioned on the top of the sealed bid.

**Note:**

- The attachment details are as under

1. Terms of Reference	Annex “A”
2. Evaluation Criteria	Annex “B”
3. Bid Submission Form	Annex “C”
4. Sample Non-Disclosure Agreement	Annex “D”

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

**TORs for Licensing Consultant****Objectives:**

The Securities & Exchange Commission of Pakistan (SECP) aims to achieve software licensing compliance for various software within its use. For this purpose, consultancy services of a third party are required to obtain:

1. Inventory of all the current licensed software.
2. Identification of the current software licensing requirements.
3. Identification of the appropriate license type to be procured.
4. Recommendations for License Optimization

**Scope:**

Scope of the software license assessment project is limited to installed software of following Technology Companies.

1. Microsoft
2. IBM
3. Oracle
4. VMware
5. Veritas (Netbackup)

**Core Requirements:**

1. Licensing Shortfall Assessment Report:
  - a. Prepare an inventory of relevant software installations (server and client)
  - b. Ascertain the current licensing shortfall at SECP
  - c. Recommend licensing types for different software (i.e. PVU, User based, Core based etc.)
2. Additional Requirements:
  - a. Provide a plan to cover the existing licensing shortfall with numbers and estimated cost of procurement
  - b. Suggest future licensing road map (if required) or the way forward
  - c. Provide recommendations for license optimization, leading to cost reduction
  - d. Suggest tools that can aid in managing licensing compliance with software licensing agreements
  - e. Recommend trainings to SECP resources

**Experience and Eligibility:**

10 years of IT related experience, including at least 5 years in IT licensing consultancy, IT asset management consultancy or IT audit services. Experience (supported by evidence and customer satisfaction certificates), should be relevant to IBM, Oracle, Microsoft, VMWare, or Veritas (Netbackup).

- a. Certification in Licensing Management for one or more major software companies such as IBM, Microsoft, Oracle, VMWare, Veritas (Netbackup) will be an advantage
- b. Must be a corporate entity/ partnership firm.

**Duration and Deliverables:**

- 1. The consultancy project must be completed within 2 months.
- 2. A comprehensive report covering all core requirements.
- 3. Bidder can offer licensing consultancy services against one or more of technology companies, mentioned in the scope section of this TOR i.e. Microsoft, IBM, Oracle, VMware and Veritas (NetBackup).

**Evaluation Criteria**

Evaluation of received bids will be carried out as per following evaluation criteria:

**Technical Evaluation Criteria**

SR .	SPECIFICATIONS	REQUIREMENT	WEIGHT AGE
1.	Duration to complete consultancy project	Maximum 2 months	<b>MUST</b>
2.	Relevant Experience	Minimum 5 years	<b>30</b>
3.	Client References	Minimum two (02), most recent with complete contact details 10 Marks per Client Reference upon verification of services by the client.	<b>20</b>
4.	Certification	Licensing Management for Major Software included in proposal	<b>10</b>
<b>TOTAL</b>			<b>60</b>

**NOTE:** Bids NOT in compliance with **MUST** requirement in the evaluation criteria will NOT be evaluated for other features.

**Financial Evaluation Criteria**

- Bid(s) found in compliance with MUST requirement and securing minimum 65% marks i.e. 39 Marks or more out of 60 Marks shall be considered at par/equivalent.
- Bid(s) found in compliance with MUST requirement and securing minimum 65% marks i.e. 39 Marks or more out of 60 Marks shall ONLY be considered for financial evaluation.
- Bid(s) found in compliance with MUST requirement and securing minimum 65% marks i.e. 39 Marks or more out of 60 Marks and quoting lowest rates w.r.t each requirement shall be selected.



**Bid Submission Form**

1. M/s. \_\_\_\_\_, hereby submits financial bid, against Invitation to Bid “Hiring of IT Licensing Consultancy Services”, Tender Identification Number: TENDER#\_\_\_\_\_/18-19.

2. We are offering services for **(Please Tick)**

- |    |                     |                          |
|----|---------------------|--------------------------|
| a. | Microsoft           | <input type="checkbox"/> |
| b. | IBM                 | <input type="checkbox"/> |
| c. | Oracle              | <input type="checkbox"/> |
| d. | VMware              | <input type="checkbox"/> |
| e. | Veritas (Netbackup) | <input type="checkbox"/> |

**3. Bidder shall quote in following manner:**

<b>4. Microsoft</b>	<b>Rs.</b> _____
<b>5. IBM</b>	<b>Rs.</b> _____
<b>6. Oracle</b>	<b>Rs.</b> _____
<b>7. VMWare</b>	<b>Rs.</b> _____
<b>8. Veritas (Netbackup)</b>	<b>Rs.</b> _____
<b>9. Grand Total (S. No. 4 – 8)</b>	<b>Rs.</b> _____
<b>10. Amount of Bid Security i.e. 2% of S. No. 9</b>	<b>Rs.</b> _____

**We hereby declare and confirm that**

**(1) Quoted prices are inclusive of all applicable taxes.**

**(2) SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.**

**Signature**

\_\_\_\_\_

**Name with Official Stamp**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Sample**  
**Non-Disclosure Agreement**

This agreement is made the on <Date> between:

(1) The 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 “Hiring of IT Licensing Consultancy Services” through a single stage two envelope tender process. Bidders require that they be allowed to view information to enable them to enable them to carry out the work.

**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 project, 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 licenses, 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** Securities and Exchange Commission of Pakistan:

Name:

Designation: HoD (Admin)

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**Witness No. 1:**

Name:

Address:

NIC:

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

Name:

Designation:

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**Witness No. 2:**

Name:

Address:

NIC:

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