



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 26/20-21

Invitation to Bid

The Securities & Exchange Commission of Pakistan invites sealed bids from the service providers 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

Development & Automation of Employee Appraisal Process

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

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before **March 19, 2021** by 1100Hrs and will be opened on the same day at **1130Hrs.**

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-437/302) during office hours (Monday to Friday excluding Public Holidays)

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 # 26/20-21**

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 sealed bids from the service provider 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

DEVELOPMENT & AUTOMATION OF EMPLOYEE APPRAISAL PROCESS

through

SINGLE STAGE TWO ENVELOP METHOD.

4. Bids 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.
5. **The Bid Bond to be enclosed sealed and labelled as “BID BOND”, and should be with the Technical bid envelop.**
6. **Bid Bond should not be placed within the envelope of financial bid/proposal.**
7. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** and **Bid Bond** shall be retained.
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. Financial bids of technically unsuccessful bidders will be returned.
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 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.
10. Bids not accompanied by bid bond/security or with less amount of bid bond/security will not be entertained.
11. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
12. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
13. If any supplier is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
14. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
15. 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/>

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 bided 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. Selected service provider will have to provide the required services/equipment, if selected and declared as best evaluated bidder. 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.
28. 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.
29. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
30. **Bidder must submit following undertaking (on stamp paper of Rs.100), failing which the bid shall be rejected:**
 - a) Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and in that case legal action is liable on that bidder.
 - b) Affidavit that the bidder has never been blacklisted by any National/International organizations.

Note: 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

31. 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 reason.
32. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
33. All software-based items contain 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 may increase/decrease 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. Payment shall be made after delivery, installation and commissioning of complete equipment/licenses/services/renewals. 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.
39. **In case nature of required license/support renewal is perpetual then WHT @ 15% shall be withheld from the gross amount of the invoice (inclusive of sales tax). Any bidder who has not quoted its financial proposal keeping in view the above mentioned tax treatment, his proposal shall not be considered and rejected without assigning any reason. Any change in future with respect to aforementioned tax treatment shall be dealt and applied as per law.**
40. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
41. Only sealed bids will be accepted/opened and unsealed bids will be rejected.
42. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
43. Clarification if any on the requirements may be obtained from:
 - ubaidullah.khalid@secp.gov.pk
44. The bid bond/security of successful bidder will be retained and returned after delivery, installation and commissioning of complete equipment/licenses/services/renewals of ordered items. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
45. 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.
46. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.
47. Bidder found in compliance to the MUST requirements and lowest amongst all shall be awarded the contract.

48. Successful bidders shall be bound to provide the required items within the delivery period. 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. However, imposed penalty shall not exceed 10% of the PO/contract value.
49. In case 1st lowest bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 2nd lowest evaluated bidder. In case 2nd lowest evaluated bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 3rd lowest evaluated bidder.
50. Bid bond/security of the bidder who is unable to supply ordered items/services shall be forfeited in favor of the Commission.
51. The Commission reserves the right either to issue a Purchase Order or sign an agreement with the successful bidder OR PO & Agreement both will be executed.
52. The bids received after the due date and time will not be entertained.
53. 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.
54. The place of bid destination is:

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

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

Bid for:	<u>Development & Automation of Employee Appraisal Process</u>
Bidder Name	XYZ
Attention	Arshad Kamal, Additional Director, Admin, 4 th Floor, NICL Building, 63 Jinnah Avenue Blue Area, Islamabad

56. The deadline for the submission of bids is:

Date: March 19, 2021
Time: 1100Hrs

57. The bid opening shall take place at

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

Date: March 19, 2021
Time: 1130Hrs

A statement “Not to be opened before **1130Hrs on March 19, 2021**” shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as under:

- | | |
|--|------------------|
| 1. Terms of Reference/Scope of Work | Annex “A” |
| 2. Technical Evaluation Criteria | Annex “B” |

- | | |
|---|------------------|
| 3. Financial Bid Submission Form | Annex “C” |
| 4. Documentary Evidence | Annex “D” |
| 5. Sample Agreement | Annex “E” |

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

Scope of Work for Development & Automation of Employee Appraisal Process

Background

SECP intend to automate the employee’s Appraisal process and integrate it with existing oddo/python-based Promotion management system and Oracle based ERP system. The vender is expected to develop, install, configure and integrate the application with excellent GUI and strong workflows. One of the main objectives is to eliminates manual processes and dependency, reduces manual efforts/errors and turnaround time.

Human resources management module of Oracle e-business suite (ERP) is already deployed, the new system should be developed in python using oddo framework and integrated with oracle e-business suite Release 12.1.3.

Requirements and Scope of Work

The proposed system MUST provide following minimum functionality.

Sr#	Requirement	Detail
1	SMART Objective	Workflow to Define / Approve / Process SMART Objectives
2	Self-Appraisal	Workflow to Capture/ Process self-appraisals
3	Appraisal Process	Workflow to Capture/ Approve / Process Appraisals
4	Feedback Questionnaire	Workflow to Capture / Approve / Process Feedback Questionnaire
5	Bell Curve	Workflow to Ensure/ Process Bell Curve.
6	Grievances Handling	Workflow to Capture/ Process grievance handling
7	Approval	Workflow to Capture/ Process final approvals
8	Reporting	Development of 8 – 10 reports
9	Dashboard	SMART Objective and Appraisals Dashboards

Technical Evaluation Criteria

The following evaluation criteria MUST be met:

Sr. No.	Criteria	Status	Page No. of Submitted Bid be referred
1	The System Should have Web based interface	Must	
2	The system should be developed in python using oddo framework	Must	
3	The system should have strong reporting capabilities including different charts like bar and pie charts representation	Must	
4	The system should have security enabled views	Must	
5	The system should have capability of sending emails through Microsoft exchange	Must	
6	The system should have the capability to dynamically generate user interface forms	Must	
7	The system should have approval workflow capability	Must	
8	The system should have the ability to be Integrated with oracle E-business suite 12.1.3	Must	
9	The system should be integrated with Oracle Database	Must	
10	The Source code of the application will be the property of SECP after the development of the Application.	Must	
11	The system should have a responsive web design and support all the major browsers.	Must	
12	Trainings to change source code for future modification should be part of the project	Must	
13	Development should be completed in 30 Calendar Days after signing of contract	Must	
14	The successful bidder should provide system support for at least 60 Calendar Days after Go-Live	Must	

Note: Bids NOT in compliance with any MUST requirement in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation.

Financial Bid Submission Form

The financial proposal must include the following:

S#	Requirement	Amount (Rs.) (including all applicable Taxes)
1	Implementation cost	
2	Support Cost	
3	License cost (if applicable)	
4	Any other costs (if applicable)	
Total (Rs.)		

Note:

1. Bids in compliance with all MUST requirements and quoting **Lowest Total Price (Rs.)** will be selected.
2. **The above price includes all costs to complete this project** including project management, travel to the SECP's office, lodging, supplies/consumables, phone/fax, and other miscellaneous expenses. The SECP shall not reimburse any other costs beyond this price.

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 mention the exact page number of relevant documents placed in the Bid. 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 Technical Bid.
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavits/Undertakings			
6	Bid Bond/Security			
7	Bid Validity period of 150 days			
8	Bidding documents duly signed / stamped			

Sample Agreement

This Agreement (“Agreement”) is made at Islamabad on this _____.

Between

The Securities and Exchange Commission of Pakistan, a statutory body established in pursuance of the Section 3 of the Securities & Exchange Commission of Pakistan Act, 1997 having its head office at NIC Building, 63- Jinnah Avenue, Islamabad (hereinafter referred to as “Commission” which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the ONE PART

And

-----, having its office at _____(hereinafter referred to as “Contractor” which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the OTHER PART

Commission and Contractor shall, hereinafter individually be referred to as “Party” and collectively as “Parties”.

WHEREAS

- A. Commission requires Development & Automation of Employee Appraisal Process specified in (**Annexure A**).
- B. The Contractor has agreed to provide the products as required by the Commission in accordance with the terms and conditions set forth in this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. Duration

A. This Agreement will become effective from _____ and will remain in effect till completion of delivery (the “Term”) or terminated earlier in accordance with Article 4 or 5 of this Agreement. The termination of this Agreement will not;

- (a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination;
- (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time and date of termination.

Provided that, if required the Parties must enter into a mutual written agreement by way of addendum to extend the Term.

2. Scope of Work

- i. The Contractor will Development & Automation of Employee Appraisal Process specified in Annex “A”.

- ii. Detail of scope of Work to be developed is given in (Annexures).
- iii. The Contractor shall, with respect to the Purchase Order, keep the response time down to minimum and shall immediately develop the required process.
- iv. This Agreement covers Development & Automation of Employee Appraisal Process as per (Annexures). Any additional item beside the Annexures may be requested by the Commission as and when required and shall be provided by the Contractor at mutually agreed terms.

3. Price and Payments

- i. In consideration of the clear, efficient and uninterrupted fulfilment of the Development & Automation of Employee Appraisal Process in the Annexures and other obligations of the Contractor under this Agreement; the Contractor shall be paid as per payment terms.
- ii. The payment for the Development & Automation of Employee Appraisal Process shall be made on the basis of payment terms. The Contractor shall arrange the invoice and send it to the Commission.
- iii. Commission will ensure timely payments within 30 days after the completion of delivery against each payment term and verification by IT and receipt of invoice from the Contractor.
- iv. All related Government importation charges, excise duty, income tax or any other taxes and duties presently in force are inclusive in the Agreement price and Contractor is responsible for it. Any future taxes or levies if and when enforced by the government shall be added to the existing prices and Contractor will be responsible for payment of such taxes. However, GST and income tax shall not be withheld/deducted if proper exemption documents are provided. The payment to be made to the Contractor under this Agreement shall be made subject deduction of withholding Tax, if applicable, which is levied by the Government from time to time and to which the Commission is authorized to make deduction.
- v. Project cost will be Rs. ----- Inclusive of all applicable taxes.
- vi. Payment Terms:

Upon Signing of Contract	20% of development & implementation phase price.	Rs.
Go-Live	80% of development & implementation phase price.	Rs.
1st Month Support	50% of support phase price.	Rs.
2nd Month Support	50% of support phase price.	Rs.
Total		Rs.

- vii. Project Timeline from effective date:

Sr#	Tasks/Milestones	Duration (Calendar Days)
1		

4. Termination

- i. Commission may terminate this Agreement if the Contractor fails to perform the obligations under this Agreement by affording an opportunity of hearing, with a written notice of fifteen days.
- ii. Contractor may terminate this Agreement if the Commission fails to make payment under this Agreement within 15 days of a written notice from the Contractor to do so.

5. Force Majeure

- i. Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as "Force Majeure") beyond the reasonable control of the Party so affected (to include without limitation, acts-of-God, acts-of-state, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, strikes, lockouts and labor disputes) and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.
- ii. The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Article shall become operative only from the time when such notice is given. Thereafter the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of 30 days, the Parties shall in good faith consult with each other and take necessary steps for resolving the issue of investment, loss of goodwill, etc.
- iii. If the effect of Force Majeure continues beyond a period of sixty (60) days then either Party may terminate this Agreement.

6. Dispute Resolution/Arbitration

- i. The Parties shall attempt to resolve any and all disputes amicably as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- ii. If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference 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.
- iii. 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.

7. Relationship

The Parties hereby agree that no clause of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their entire discretion.

8. Assignment

Neither Party shall assign or transfer its obligations, rights, interests and benefits hereunder without the concurrence of the other party.

9. Liquidated Damages

- i. Contractor shall be bound to provide the required development within the delivery period. 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 of delayed items only. However, imposed penalty shall not exceed 10% of the PO/contract value.
- ii. In case the Contractor supplies fake/counterfeit items, the Contractor shall pay the Commission the liquidated damages amounting up to Rs. 5 Million and shall not challenge these liquidated damages at any other forum or court of competent jurisdiction.
- iii. The Commission would also be entitled to forfeit the bid security immediately if the items are not provided as per requirement.
- iv. The Commission may also claim damages other than liquidated damages from the Contractor.

10. Severability and Entirety

Each of the clause of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not thereby be affected or impaired in any way.

This Agreement along with the Annexures forms the entire Agreement between the Parties and supersedes any and all previous correspondence/representations, if any, between the Parties regarding the matter;

11. Amendments or Modification:

This Agreement may be modified or amended from time to time only by a written agreement. Each such instrument shall be reduced to writing and shall be designated on its face as an amendment to this Agreement.

12. Contractor Warranties:

The Contractor represents and warrants to the Commission the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Contractor has with another party.
2. The Software will not violate the intellectual property rights of any other party.
3. After the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Contractor shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

13. Confidentiality

- i. The Contractor undertakes and shall ensure the complete confidentiality of all and any

information in respect of this Agreement and the services stated herein, including without limitation the communications to and by the Commission about any of its business information. Contractor shall not disclose any such information to any person or allow utilization of the same in any manner by any person.

- ii. Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by Commission or which Contractor or any of its employees may obtain directly or indirectly during the course of performance of this agreement.

14. Notices

Address for Notices: For the purposes of this Section, a Party may take the address and facsimile number of other Party to be:

- (a) the address and number set out below; or
- (b) where another address of number is notified by either of the Party to other Party, the last address of number so notified to it.

Commission office address and designated person:

To:
Attn; Mr. Arshad Kamal, Additional Director
Address: Securities and Exchange Commission of Pakistan, 63-NICL Building,
Jinnah
Avenue, Blue Area Islamabad
Tel:051-9207091-4 (160) Fax: 051-9100471

Contractor office address and designated person:

To:
Attn;
Address:
Tel:

15. Governing Law and Jurisdiction

- i. This Agreement shall be governed by and construed to be in accordance with the laws of the Islamic Republic of Pakistan.
- ii. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Islamabad.

16. Stamp Duty

This Agreement shall be stamped in accordance with law by the Contractor.

For and on Behalf of Commission For and on Behalf of “Successful Bidder”

Signature:_____

Signature:_____

Name:_____

Name:_____

Title:_____

Title:_____

WITNESSWITNESS

Signature:_____

Signature:_____

Name:_____

Name:_____

Title:_____

Title:_____

Terms and conditions may change at the time of signing off by both parties with mutual agreement

Annexure A of Sample agreement

List of Items/Scope of Work