



NATIONAL INSURANCE COMPANY LIMITED

(Owned by the Government of Pakistan)

CUIN # 0041095

“SAY NO TO CORRUPTION”

TENDER NOTICE

Procurement of VPS for ERP Software **(Ref No: NICL/Tender/IT/2023-7)**

National Insurance Company Limited (NICL) is a General Insurance Company owned by the Government of Pakistan, working under Ministry of Commerce. NICL invites bids from service providers with data center present in Pakistan for provision of Virtual Private Servers (VPS) for its ERP software for a period of 3 years.

Bidding Documents may be downloaded from PPRA Website (<http://ppra.org.pk/>) or NICL Website (<https://nicl.com.pk/>)

Bidding shall be carried using single stage - two envelope procedure of PPRA rules involving submission of bid in sealed envelopes marked as 'Technical Bid for Procurement of VPS for ERP Software (Ref No. NICL/Tender/IT/2023-7)' and 'Financial Bid for Procurement of VPS for ERP Software (Ref No. NICL/Tender/IT/2023-7)' as per Performa with required documentation attached including bid security of Rs 100,000/- in the form of pay order payable to 'National Insurance Company Limited'.

Sealed technical and financial bids must be dropped in the IT department at the address mentioned below by **10th August 2023 3:00 pm** with bids to be opened on the same day at **3:30 pm** in the presence of the bidders and bid opening committee.

Bidder must have at least TIER-3 compliant data center in Karachi or Lahore or Islamabad

IT Department
5th Floor, NICL Building, Abassi Shaheed Road, Karachi
Tel: 021-99026512
Email: it@nicl.com.pk

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1. Introduction

National Insurance Company Limited invites bids from service providers having data center in Pakistan for provision of Virtual Private Servers (VPS) for ERP Software.

2. Scope of work

Virtual Private Servers (VPS)

S/N	Role	vCPU	RAM (GB)	SSD (GB)	Software	Operating System
1	Application Server (Production)	8	64	1000	IIS	Windows Server 2019 Standard Edition
2	Database Server (Production)	8	64	2000	Microsoft SQL Server 2019 Standard Edition	Windows Server 2019 Standard Edition
3	Application Server (Staging)	4	32	1000	IIS	Windows Server 2019 Standard Edition
4	Database Server (Staging)	4	32	2000	Microsoft SQL Server 2019 Standard Edition	Windows Server 2019 Standard Edition
5	Application Server (Production)	8	16	250	Tomcat	Windows Server 2019 Standard Edition
6	Database Server (Production)	8	24	1500	Oracle Database 19c Enterprise Edition	Oracle Linux
7	Report Server (Production)	8	32	250	Tomcat and Crystal Report	Windows Server 2019 Standard Edition

Operating System and Software Licenses

S/N	Description	QTY
8	Microsoft Windows Server 2019 Standard Edition License	6
9	Microsoft SQL Server 2019 Standard Edition License	6
10	Oracle Database 19c Enterprise Edition License with diagnostic pack and tuning pack (including support for 1 year)	2

Security

S/N	Description	QTY
11	Next Generation Firewall with UTM Bundle	1
12	Antivirus for endpoint protection with ransomware mitigation	7
13	Web Application firewall (preferably cloud based)	3

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Internet and data connectivity

S/N	Description
14	Internet Bandwidth 30 MB CIR with 5 IP addresses for VPS at S No 1 and 7
15	Data Connectivity with NICL Head Office (Karachi) with 10 MB CIR bandwidth

Additional Requirements

1. Daily incremental, weekly full backups with at least one-month retention
2. Service Level Agreement (SLA) with 99.995% availability
3. Service provider must have a call center with 24x7x365 availability and a UAN for complaint logging and escalation.
4. Furthermore, 24x7 technical support with escalation matrix to be shared with the bid.
5. Exact timelines for server provisioning and availability must be clearly mentioned in the technical bid.
6. The data center hosting the VMs must be in Pakistan.
7. Penalties will be charged for non-compliance of availability as per signed SLA.
8. Bids not in compliance with requirements mentioned in the evaluation criteria will NOT be evaluated and shall not be considered for financial bid opening.

3. Technical Bid Evaluation

i. Technical Bid Marks

S No	Criteria	Marking
1.	Data Center where NICL VPS shall be hosted	30 marks: Tier 4 compliant 25 marks: Tier 3 certified 10 marks: Tier 3 compliant 0 marks: None of the above
2.	Security Certification	30 marks: ISO 27001 and ISO 27017 20 marks: ISO 27001 0 marks: None of the above
3.	Similar Services (Contracts) in last 5 years	20 marks: 10 and above 15 marks: 5 to 9 10 marks: Below 5 0 marks: None
4.	Annual Turnover (Total in PKR) in last 5 years	20 marks: Above 100 million 15 marks: Less than 100 million 10 marks: Less than 50 million 0 marks: Less than 10 million

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Note:

The minimum marks required for technical qualification are 70.

ii. Mandatory Requirements

1. Technical bid should be responsive to all requirements under Scope of work (attach as scope of work in technical bid) and,
2. The bidder must be a Managed Security Service Provider (MSSP) of OEM (attach letter/certificate in technical bid) and,
3. Signed and stamped copy of bidding documents (attach with technical bid with blank Financial Bid Performa) and,
4. Must have registered office and data center in Karachi or Lahore or Islamabad (attach copy of any utility bill) and,
5. NTN and STRN registration and Active Taxpayer on date of bid submission (attach copies of certificates and FBR Active Taxpayer page) and,
6. Not blacklisted by any federal government organization (attach affidavit/undertaking in technical bid)

5. Bid Requirements

The bidding process involves single stage – two envelope procedure with technical bid and financial bid submitted together in separate envelopes titled '**Technical Bid for Procurement of Virtual Private Servers (VPS) for ERP Software (Ref No. NICL/Tender/IT/2023-7)**' and '**Financial Bid for Procurement of Virtual Private Servers (VPS) for ERP Software (Ref No. NICL/Tender/IT/2023-7)**' under the following requirements.

i. Technical Bid

- a. Annex "A" – Bid Submission Form signed and stamped by an authorized representative of the bidder.
- b. Deliverables as per 2. Scope of Work above,
- c. All the documentary evidence (s) required as per 3. Technical Bid Evaluation
- d. Signed and stamped copy of this document by authorized representative of the bidder to ensure compliance against each clause and sub-clause of this document.

ii. Financial Bid

- a. 'Annex "B" – Financial Bid Performa' with sign and stamp by authorized representative of the bidder.
- b. Bid security of Rs 100,000/- in the form of pay order in the name of 'National Insurance Company Limited'
- c. The proposal must remain valid for a period of 90 days from the bid submission date.
- d. Taxes will be deducted at the time of the payment as per government rules and regulations.

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- e. All payments will be subject to the active taxpayer status of the service provider at the time of release of payment. If service providers status is not active on ATL (Sales Tax); no payment shall be made till their status becomes active on ATL (Sales Tax) of FBR.
- f. The service provider shall pay all such taxes, stamp duty or other duties, fees and other impositions levied under the applicable law, the amount of which is deemed to have been included in the financial bid.
- g. Charges and invoices shall be submitted in US Dollars (inclusive of applicable taxes as per government rules at time of submission of bid) and issuance of payment shall be done in PKR as per interbank rate of State of Pakistan on date of processing payment.

6. Selection Criteria

The selection shall be based on *highest total marks* obtained based on technical and financial weightage as stated below,

Maximum Total Marks: 100

Total Marks = Technical Weightage Marks + Financial Weightage Marks

Technical Weightage: 70 marks

Technical Weightage = Technical Bid Marks x 70/100

Financial Weightage: 30 marks

Financial Weightage = Lowest Financial Bid/Financial Bid x 30

7. Bid Validity

- a. All bids submitted must be valid for a period of 90 days after the date of submission of bid.
- b. Bid Validity shall remain applicable irrespective of change in license pricing by Microsoft or any other pricing during the period mentioned in 5 (a) above.

8. Bid Security

- a. Bid Security of Rs 100,000/-, in the shape of a pay order in the name of 'National Insurance Company Limited', shall be attached in the financial section of the bid.
- b. Bid security other than specified as above shall not be entertained and accepted. NICL shall reject and return such bids to respective bidders.
- c. Bid Security of technically (non-responsive) dis-qualified & unsuccessful Bidder(s) shall be released within ten (10) days of the date of issuance of work order to the successful bidder.
- d. Bid Security must be valid for at least bid validity period.
- e. Bid security of the Bidder shall be forfeited in case it is determined that the Bidder, directly or through an agent, participated or competed in this tender or secured the contract, by any means of corrupt, fraudulent, collusive, or coercive practices as defined under Section 11 of this RFP/bidding document.
- f. Bid security of the successful bidder shall be released after the signing of the contract.

9. Performance Guarantee

- a. The successful bidder shall be required to furnish a Performance Guarantee equal to 2% of the total charges for VPS for period of 3 years as mentioned in Annex "B" – Financial Bid Performa in the form of pay order payable to 'National Insurance Company Limited'.
- b. The Performance Guarantee of the successful bidder will be returned upon completion of work as per terms and conditions of contract period of 3 years and issuance of NOC by NICL.
- c. The performance guarantee shall be forfeited and not returned if the successful bidder fails to fulfill its services as per the contract signed with NICL.

10. Delivery Time

- a. All services mentioned under 2. Scope of Work shall be provided within 2 weeks from the date of issuance of work order.

11. Penalty

- a. In case of delay in the delivery of services, the service provider shall be liable to pay liquidated damages at the rate of point two five percent (0.25%) of the contract value for VPS for a period of 3 years, for each day of delay beyond the delivery date up to the maximum of 20% of the total charges of the contract.
- b. Penalty(s) shall be deducted from the invoice/payment submitted by the service provider.
- c. Delay due to reasons beyond the control of service provider (Force Majeure) will not be considered as delay on the part of service provider.
- d. Time shall be of the essence in relation to delivery date, non-compliance of which may result in penalty as stated above and eventually cancellation of purchase order.
- e. In case of downtime during contract period, the Downtime shall be calculated as (Total Time – Down Time)/Total Time X 100. Deduction in payment will be made for downtime in the yearly invoices raised by the service provider.

12. Payments Schedule

- a. The payment shall be made after signing of work completion certificate by NICL IT Department as per 2. Scope of work based on payment schedule below,

Description	Payment
Annual Charges per year for S No 1 of Financial Bid	100% in advance per year
One-time charges for S No 2 of Financial Bid	100% upon delivery

- b. Payment shall be processed on receipt of the original invoice per year for S No 1 and one-time payment for S No 2, both as stated above.

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- c. The Service Provider shall be responsible for all taxes time being enforced under prevailing laws of Pakistan including GST, duties, license fees, Insurance, freight charges, local transportation, handling, and other incidental charges etc. incurred or accrued during the term of contract.
- d. NICL shall issue payment within 5 working days of submission of invoice.

13. Award of Contract

- a. The technically responsive (qualified) bidder with the lowest bid, if not in conflict with any law, rules, regulations, or policy of the Federal Government shall be awarded the contract, within the original or extended period of bid validity.
- b. A work order will be issued by NICL, and service provider must submit Letter of Acceptance (LoA) or acknowledge acceptance via email immediately.
- c. After submission of the Letter of Acceptance/acceptance via email, it is expected the implementation as per 2. Scope of work shall be completed within timeframe stated in the work order as per 7. Delivery Time and any delay shall be liable for penalty as per 8. Penalty

14. Instructions/General Conditions

- a. The bidder will be selected after an open, competitive, and transparent bidding process in view of Rule 20 of PPRA Rules, 2004.
- b. Bids must be submitted in English language only.
- c. Joint Venture is strictly not allowed, and all services MUST be provided by bidder itself.
- d. All prices mentioned in the Financial Section of bid shall be in US Dollar.
- e. NICL may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. NICL shall communicate to all bidders who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds as per Rule 33 of the PPRA Rules, 2004.
- f. The bidders shall bear all costs associated with the preparation and submission of their respective bids and NICL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- g. In case of non-conformity of supply & services with the desired specifications, bidder shall be liable to pay damages and penalties as imposed by NICL.
- h. Bidders are under obligations to read and understand complete bidding documents and seek any information/clarification from NICL before the opening of bids. NICL shall not be responsible towards the Bidders for any of their claim or complaint which may arise because of non-reading or misreading the bid documents by the bidders once the bids are opened.
- i. NICL is the originator of bidding documents, any clarification or interpretation communicated by NICL, whether in response of a query or otherwise, shall be deemed final, conclusive and will remain unquestioned.
- j. Work order will be issued to the successful bidder. A formal contract will be signed with successful bidder upon submission of LoA.
- k. NICL expects that all the bidders shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the NICL set forth following terms:

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- “RULES” means PPRA rules.
- “Corrupt Practice” includes offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- “Fraudulent Practice” includes any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- “Collusive Practice” includes an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- “Coercive Practice” includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Obstructive Practice” includes deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators to materially impede NICL investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

I. NICL will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.

15. Submission and Opening of bids

- a. The original bids shall be prepared without any interlineations or overwriting.
- b. The printed copy (original) of bid shall be submitted in two sealed envelopes marked as **‘Technical Bid for Procurement of Virtual Private Servers (VPS) for ERP Software (Ref No. NICL/Tender/IT/2023-7)’ and ‘Financial Bid for Procurement of Virtual Private Servers (VPS) for ERP Software (Ref No. NICL/Tender/IT/2023-7)**. Unsealed envelopes shall be returned and not entertained by the IT Department at the time of submission.
- c. Bids must be delivered to the address given below by **10th August 2023 3:00 pm** with technical bids be opened at **3:30 pm on same day**.

IT Department
5th Floor, NICL Building, Abassi Shaheed Road, Karachi
Tel: 021-99026512
Email: it@nicl.com.pk

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Annex "A" – Technical Bid Submission Form

Date:

To,

IT Department,
National Insurance Company Limited
5th Floor, NICL Building,
Abassi Shaheed Road,
74400, Karachi
Pakistan

Dear Sir,

1. I/we, the undersigned, being duly authorized to represent and act on behalf of _____ (hereinafter "the Applicant") have reviewed and fully understood all the clauses of the RFP/bidding document provided by NICL.
2. NICL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects.
3. NICL and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, when needed.

S No	Name and Designation	Contact Details (Official email and number)
1.		
2.		

Name and Designation

Signature

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Annex "B" – Financial Bid Performa

S No	Description	Yearly Recurring Charges (US Dollars inclusive of taxes)	Total Charges (3 Years for S No 1 and Lifetime Charges for S No 2) (US Dollars inclusive of taxes)
1.	S No 1 to 9 and S No 11 to 15 including additional requirements as per Section 2. Scope of Work		
2.	S No 10 as per Section 2. Scope of Work		
Total Financial Bid in US Dollars (inclusive of all taxes)			

Note:

- The bid security of Rs 100,000 payable to 'National Insurance Company Limited' must be attached with this Performa in the sealed financial bid envelope.
- This Performa must be signed and stamped by a representative of the bidder.
- The terms and conditions shall be applicable as per Section 4 ii 'Financial Bid' of this document.