



Higher Education Commission, Pakistan

Invitation to Bid

Hiring of Services for “Renewal of Symantec Endpoint Protection Licenses”

The Higher Education Commission (HEC), Pakistan invites sealed bids directly from firms of good repute registered with Income Tax, Sales Tax Departments and fulfilling requirements as per bidding document for:

Hiring of Services for “Renewal of Symantec Endpoint Protection Licenses”

A bidding document containing detailed terms and conditions is available for the interested bidders at Accounts Section, Finance Division, Higher Education Commission, Sector H-9, Islamabad at a cost of Rs. 1000/-. Bidding documents can be downloaded from <http://www.hec.gov.pk>, free of cost, however, interested bidders will be required to have a registered copy purchased from HEC, to participate in the tender process.

The bidders should submit a bank draft (from the scheduled bank) equal to Rs. 2,00,000/- which must accompany the bid in a sealed envelope marked as “**Bid Security/Earnest Money**” drawn in favor of Director General (Finance), Higher Education Commission, Islamabad along with the proposal. This tender is being executed under PPRA Rule **36 (a) “Single Stage –Single Envelope”**.

The bids prepared by following the instructions in the bidding document must reach Higher Education Commission, Sector H-9, Islamabad on or before **Tuesday, June 28, 2022 at 1:30 pm**. Bids will be opened the same day at **2:00 pm** in the presence of bidders who choose to attend. HEC reserves the right to accept/reject any or all the bid/bids at any stage while assigning reason(s) thereof. This advertisement is also available at PPRA (<http://www.ppra.org.pk/>) and HEC (www.hec.gov.pk) websites.

Director General (IT)

Higher Education Commission

Sector H-9, Islamabad, Pakistan

Phone: 051- 90402203, 90402212 & 90402244

Request for Proposal (RFP)

For

Renewal of Symantec Endpoint Protection Licenses (for 3 years)

Last Date for Submission: June 28, 2022 at 1:30 P.M

Bid Opening Date: June 28, 2022 at 2:00 P.M



**HIGHER EDUCATION COMMISSION
H-9, ISLAMABAD**

Websites: www.hec.gov.pk

Tele No. 051-90402208, 90402244 Fax no. 051-90402202

(Rs. 1000/-)



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1. DEFINITIONS

- 1.1. HEC: Higher Education Commission.
- 1.2. SLA: Service Level Agreement.
- 1.3. RFP: Request for Proposals.
- 1.4. BOQ: Bill of Quantity
- 1.5. BOC: Bill of Cost
- 1.6. Total Bid Value: Cost of Three-year services as per BOC.
- 1.7. ITMS: IT Management Suite
- 1.8. Total Contract Value: Cost of Three-year services as per BOC, Parts and Consumables Costs.
- 1.9. Bidder: Firms who have submitted the proposals.
- 1.10. Selected Bidder: Firms selected for the award of tender.
- 1.11. First Party: Higher Education Commission
- 1.12. Second Party: Selected Bidder.
- 1.13. Service Level Agreement: The level of service which HEC purchases from vendor in respect of the service.
- 1.14. Trouble Ticket: A File that identified the fault, the technical detail.
- 1.15. Renewal: It includes the renewal of licenses deployed in entire HEC Infrastructure
- 1.16. Call-out Interval: The time between Network Operation Centre issuing a trouble ticket to the concerned vendor engineer and confirming that the trouble ticket is received and accepted by the vendor.
- 1.17. Restoration Time: Time measured between a trouble ticket being received and accepted by the vendor and restoration of the system(s)/service(s)/functionality (ies) in subject to operation condition.
- 1.18. Resolve: To restore the system(s)/services(s)/functionality (ies) about which a trouble ticket was issued and complete all further activates necessary to close the trouble ticket.
- 1.19. Resolution Time: The time measured between a Trouble ticket being received and accepted by the vendor and the answer to / completion of the trouble ticket.
- 1.20. Violation: Breach of SLA against activities will be considered as one violation and in case for further delay every subsequent interval equal maximum resolution time will be count as double of previous violation.



2. INTRODUCTION

Higher Education Commission (HEC), has IT Infrastructure which provides IT facilities to the employees of HEC and to the users of universities/institutes like Video Conferencing, Interactive Lecturing, Internet, Email, Internal and External Portal, and Files Sharing, etc. Over the past few years, advanced technology and enhanced version of software's and new services have emerged and their requirement is penetrating in HEC routine business. Further number of employees have also increased in HEC. Therefore, there was certain requirement of antivirus solution as first level of protection to achieve continuity in the operations.

To achieve the smooth functionality, HEC IT had purchased Six Hundred (600) Licenses of Symantec endpoint Antivirus solution for the protection of our ICT Infrastructure Servers and End-User's Laptops which were expired on 20th May 2021. However, it is essential for the ICT infrastructure security and for the business continuity of the HEC ICT services, to renew the Symantec AV solution for all the end user laptops of HEC employees and for the HEC Infrastructure servers' landscape.

Furthermore, in view to the currently evolving situation of cyber security engagements for the ICT infrastructures, hereby it is also proposed that the security analyzing and the management solutions i.e., patch management, assets management and inventory management as part of Symantec ITMS suite, may also be required, subject to the requirements, availability of funds and approvals, to provide the much-needed endpoint protection analysis and management solution as well.

Therefore, it is requested to renew the AV licenses of previously deployed Symantec AV solution for the continuation of the services to provide the end-to-end protection, and to implement the Symantec ITMS suite on HEC servers, as a comprehensive protection and management solution as an optional part with this solution, as per requirements mentioned in the BOQ.

3. SCOPE OF WORK

Following requirements define the scope of work of this tender:

1. The Selected Bidder will be responsible for the supply, installation, configuration, integration, testing, and commissioning of SEP licenses renewal as a mandatory requirement (and ITMS suite as optional requirement, subject to the availability of funds and approvals etc.) at HEC Islamabad as per the requirements of HEC.
2. The selected bidder shall be responsible for the provisioning of extended warranties and services if required by HEC.
3. The selected bidder will be responsible to respond to events on urgent basis as per SLA mention in this RFP.
4. The bidder will provide all updates and when launched by the solution provider.
5. The selected bidder will be responsible to provide the onsite/offsite trainings for the HEC resources (at least two) both technical and functional level, specifically on added AV features and ITMS Suite (if optional part is also procured).



4. BIDS SUBMISSION REQUIREMENTS

The objective of bid submission requirement is to provide bidders the information to submit their bid in response of this RFP according to the specifications defined in this RFP and in order/sequence as set forth in this document. Bidders must follow following requirements for their proposals/bids:

1. For this tender PPRA's Rule number **36(a) 'Single stage - Single Envelope Procedure'** for open competitive bidding shall be adopted.
2. The bidder is required to submit Bid in Single Envelop. Envelope should also be labeled with the name, address and contact number of the bidding company.
3. Bidders shall submit Technical Proposal along with brochures/data sheets explaining of the items quoted.
4. Bidders shall submit a signed letter with Official stamp affixed on it as per the format given in **Annex-I** as a cover letter to the Bid/Proposal. Bids/Proposals submitted without this cover letter will not be accepted, and bids will likely be rejected straightaway.
5. Bidders shall provide Company Profile, authorization & relationship with principal firm(s), location of branch offices.
6. Bidders are required to fill and sign the Technical Information Form I as provided in this RFP and must submit it along with Proposal.
7. Bidders are required to fill and sign all pages of the **Annex-III "Bill of Cost"** while following the format given and submit it as Financial Proposal. Financial Proposals not following the given format may lead to the rejection of bid.
8. Bidders are required to submit their financial proposals in PAK Rupees, a bank draft equal to 2,00,000/- PKR should accompany the bid as part of financial proposal as bid security/earnest money drawn in favor of D.G. (Finance), Higher Education Commission, Islamabad.
9. The bid shall not be considered without bid security/earnest money. The bid shall not be considered if the bid security/earnest money is less than the mentioned amount.
10. If a bidder has quoted multiple options, in this case bidder should submit the bid security/earnest money equal to 2,00,000/- PKR against the highest quoted option.
11. Integrity pacts need to be furnished on legal stamp paper along with bid.
12. Bidders are required to quote the unit price of each item inclusive of all the taxes applicable by the Federal / Provincial Government with breakup.
13. In case of sudden leave on the bid opening date tender will be opened on the next working day.



5. SELECTION PROCEDURE

1. A one step process will be used for the selection of a bidder for the award of this tender.
2. HEC's intent in issuing this Tender Document is to award a contract to the lowest evaluated and best responsive bidder who meets specifications as laid out in Technical Information Form I and who fulfill all Mandatory Requirements mentioned in General Terms and Conditions. If any of the requirements or equipment specifications is not met by the bidder, the bid will be considered as non-responsive, and the bid of the next bidder will be considered.
3. After the approval of contract award, a contract agreement on the stamp paper worth Rs. 100/- shall be executed by the firm with selected bidder within 30 days from the date of issuance of Letter of Intent.

6. TERMS OF PAYMENT

1. No payment shall be made in advance to the Contractor as mobilization advance.
2. First year payment as per Bill of Cost (Annex-III) be payable to the Contractor upon successful installation, proper integration, testing of all licenses as per requirement of HEC Islamabad. 2nd and 3rd year cost shall be payable to the contractor as per payment terms and Bill of Cost.
3. The Selected Bidders must furnish the Performance Bank Guarantee equivalent to 10 % of contract value at the time of signing of contract for the contract duration, which will be released after expiry of the contract.
4. All payments shall be made through cross cheque in the Pak Rupees.
5. Taxes will be deducted at source as per government rules at the time of payment.
6. The 2,00,000/- PKR as bid security/earnest money of the successful bidder will be returned after signing of the agreement.
7. If the progress of the work is not to the satisfaction of the Executive Director, HEC. Executive Director HEC has the right to cancel the order, get the work done from third party selected in accordance with the PPRA rules subject to the condition that if the first party must pay any amount in excess of the agreed amount, the difference will be recovered from the second party.
8. HEC may issue purchase order for all items or parts as per requirements / availability of funds.
9. Prices quoted must be include of all taxes and fixed in PKR.

7. LIQUIDATED DAMAGES

1. In case of delay, the Executive Director, HEC reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rate of 1% of the bill for each week of delay.



2. If the work is not executed according to the satisfaction of the Executive Director, the Executive Director reserves the right to reject it altogether or impose a penalty not exceeding 50% of the contract amount.
3. In case of services delay or unsatisfactory service deliver non-complying the terms of the comprehensive warranty services, Contractor performance Bank Guarantee / Retention Money will be forfeited.

8. MANDATORY / BIDS SUBMISSION REQUIREMENTS

Following are mandatory and general terms & conditions apply to this RFP:

S.#	Mandatory Requirements	Relevant Doc is at Page#
1	Only authorized Distributor / Elite partner of principle can participate in this tender (documentary proof is mandatory)	
2	Income Tax Certificate and GST Certificate.	
3	Location of Offices (Islamabad or Rawalpindi / Lahore / Karachi)	
4	Quoted Product (all items) are Technical Compliance as listed at Technical Information Form.	
5	All Licenses/ Software will be delivered and installed in HEC designated offices and consequently support services.	
6	An affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government organization.	
7	The bidder must have Certified Engineers for configuring all Licenses / Software.	
8	At least two years of relevant experience and Operations in Pakistan.	

General Terms & Conditions

1. The Commission reserves the right to accept/reject wholly or partially any tender at any stage of the tender process.
2. Validity period of the bids shall be 12 months (365 days).
3. In case of any dispute the matter will be referred to the Executive Director HEC and the decisions of HEC will be binding on all concerned and will not be in any case challengeable at any forum or any court of law.
4. Bids are liable to be rejected if; they are not conforming the terms, conditions and specifications stipulated in this RFP.
5. During the examination, evaluation, and comparison of the bids, the HEC at its sole discretion may ask the bidder for clarifications of its bid.
6. The request for clarification and the response shall be in writing/email. However, no change in the price or substance of the bid shall be sought, offered, or permitted after bid submission.
7. Total Bid Value shall cover cost of services as per SLA. And shall account for financial evaluation and so shall be included in Total Bid Value.



8. The amount submitted as bid security/earnest money shall be refunded to the unsuccessful bidders after signing of the contract agreement with successful bidder.
9. If there is a discrepancy between unit price and total price in the submitted bid which is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in addition/ totaling, that shall be corrected. If the bidder does not accept the corrected amount of bid, his bid shall be rejected, and his bid security forfeited.
10. Incomplete and conditional Bids will not be entertained.
11. For this tender all updates/changes shall be communicated through email and be posted on HEC website.
12. In case of any dispute between the two parties of any matter arising out of after signing the contract agreement, the case shall be referred to Executive Director, HEC whose decision shall be final and binding on both parties.
13. Maximum delivery time for all BOQ is 2-4 weeks.
14. Bids submitted via email or fax will not be entertained.
15. Bidders shall provide a certificate from their bank certifying their sound financial position and credit limit from the bank or any appropriate documentary proof (e.g., Annual Audit Report), showing the financial strength of the bidders.
16. Bidders indemnify HEC against all third-party claims of infringement of patent trademark, industrial design rights arising from use of the goods of any part thereof in Pakistan. Bidders also indemnify that no dispute is pending against HEC and hence required to get the clearance before applying.
17. Number of renewal licenses may be increased or decreased as per HEC requirement within permissible limit of repeat order.
18. Vendors are required to quote unit price against each item according to BOC.
19. SLA period of the Services shall start from commissioning of services in HEC.

9. REQUIREMENTS FOR SLA (SERVICE LEVEL AGREEMENT)

Following requirements for SLA apply to this RFP for this project:

1. Selected Bidder shall provide onsite /Services / Software Support and Bidder shall ensure that all renewed licenses are free from any sort of defects for the contract period.
2. Comprehensive services must be provided for a period of three years as per BOC.
3. Bidder must provide the escalation matrix as part of the Bid and same will be made part of the agreement for support. Event will be reported to bidder on email as per details given in escalation matrix.



4. Response time of the successful bidder in the context of support services at all days, 24 X 7, shall be 1 hour from the reporting of the fault.
5. The Bidders must ensure the escalation / response time through their engineers in business hours. Following is the event response

Type of Event	Response time	Resolution Time after response time
Critical	1 hour	Within 4 -12 Hours
Important	1 hour	Within 1 working day
Normal	1 hour	Within 3 working days

6. In case of services delay or unsatisfactory service deliver non-complying the terms of the comprehensive warranty services, the following liquidate damages will be in force for each event delay as per event type.
 - i. Late Response as per event type up to Two (02) Hours (0.1 % of the Contract Value).
 - ii. Late Response as per event type up to ten (10) Hours (0.3% of the Contract Value).
 - iii. Late Response in rectification as per event type up to 24 (twenty-four) Hours (0.5% of the Contract Value).

10. MEET OR EXCEED SPECIFICATIONS

The specifications provided in this RFP are the minimum requirements of HEC. The vendors must meet or may exceed these specifications to meet the actual requirements of this Project and its successful practical implementation. But in such a case additionally proposed or altered specifications should clearly be highlighted to enable HEC to clearly identify modified specifications.

11. CLARIFICATIONS

Queries regarding this RFP shall be submitted in writing to:

Syed Muhammad Jamil shah

Assistant Director (S.M)
Higher Education Commission
H – 9, Islamabad.
Phone: +92 (051)90402244
E-mail: smjshah@hec.gov.pk

Faisal Rafique

Dy. Director (Systems)
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H – 9, Islamabad.
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Ch. Abdullah Fayyaz Chattha

Director (Operations), PERN
Higher Education Commission
H – 9, Islamabad.
Phone: +92 (051)90402208
E-mail: achattha@hec.gov.pk



Form I: Technical Services Requirement

(Mandatory Part - A) Renewal of Symantec Endpoint Licenses are required as under:			
S. No.	Description	Quantity	Duration
1.	Renewal of Symantec Endpoint Protection Licenses for Business (For Workstations, File Servers, and Internet Security etc.) SKU: SEP-NEW-AG-500-1k (Latest Version)	600	03 Years
(Optional Part - B) Symantec AV ITMS Suite (new) may be required as under:			
S. No.	Description	Quantity	Duration
1.	Symantec ITMS Suite (For Servers Platform: patch management, inventory management, Asset Management and Software Management) (Latest Version)	100	03 Years



Annex I: Proposal Submission Form.

PROPOSAL SUBMISSION FORM

The Director General (IT),
Higher Education Commission,
H-9, Islamabad

Sir,

We, the undersigned, offer to provide services for “_____” and in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Financial Proposal along with technical compliance, sealed in envelope.

We understand you are not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.

The decision of evaluating committee shall be final and cannot be challenged on any ground at any forum and the evaluating committee will not be liable for any loss or damage to any party acting in reliance thereon.

We remain,

Yours' sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:



Annex II

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

_____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, _____ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

_____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

_____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract, or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, _____ agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Company name]



Annex III: Bill of Cost

(To be filled by the bidder as part of Financial Proposal)

Sr.	Description (As per requirement mentioned in Technical Service Requirement Form I Item)	Qty (a)	Unit Cost with One Year Warranty /Services (b)	Unit Cost with One Year Taxes (c)	Total Charges (1 year) $d=a*(b+c)$	Second Year cost Warranty /Services and Taxes (e)	Third Year cost Warranty /Services and Taxes (f)	Total Charges (3 years) $(g=d+e+f)$
Mandatory Items								
1	Renewal of Symantec Endpoint Protection Licenses Solution (Latest Version)	600						
Optional Items (Subject to availability of funds and approval)								
2	Symantec ITMS Suite (Latest Version)	100						
3	Year wise renewal price for next two year after 1st year (for above mentioned licenses/software)							

Total price in figures Rs:

Total price in Words:



Annex IV: Technical Compliance Certificates/Compliance Undertaking

(To be filled by the bidder as part of technical proposal)

I, (Name); (CNIC#); (Designation), (Company Name) have gone through the Terms/Conditions of this RFP and have found the document in whole as non-biased to any vendor or product/brand. I hereby undertake and firmly bound myself to abide by/ comply all sections of this RFP except for those items noted below.

1

2

3

4

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10

Signature _____

Name _____

Designation _____

Company _____

Date _____