

## **TENDER DOCUMENTS**

Tender No. /o /2024

## PROCUREMENT OF NEPRA E-MAIL & WEB HOSTING SERVICES

# National Electric Power Regulatory Authority NEPRA Tower, Attaturk Avenue G-5/1, Islamabad

Phone: 051-2013200, Fax: 051-9210215

www.nepra.org.pk



## National Electric Power Regulatory Authority NEPRA

Tender No.

## INVITATION TO BID [FOR WEB HOSTING AND MANAGED E-MAIL]

National Electric Power Regulatory Authority (NEPRA), a statutory body constituted under Act of Parliament (XL of 1997) to regulate the provisions of electric power sector, invites applications from procurement of Email and Web Hosting services through single-stage two envelop bidding procedure.

- 2. Tender documents, containing detailed terms and conditions, are available for interested parties at the office of the Assistant Director (Administration), NEPRA Tower, G-5/1 Islamabad. This advertisement and necessary tender documents are also available on NEPRA & PPRA websites at <a href="www.nepra.org.pk/tenders">www.nepra.org.pk/tenders</a> and <a href="www.nepra.org.pk">www.nepra.org.pk</a> respectively and may be downloaded free of cost.
- 3. Bids, prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PADs on or before 26<sup>th</sup> day of November, 2024 @ 1400 hours. The Technical proposals will be opened on the same day at 1430 hours.

Director General (Administration/HR)

NEPRA Tower, Attaturk Avenue (East), G-5/1, Islamabad

PABX: +92 51 2013200, Fax: 051-9210215,

www.nepra.org.pk,

#### 1. Schedule to Tender

Sr. #	Activity Description	Schedule
1	Tender No.	No. 10 /2024
2	Sale of Tender	7 <sup>th</sup> Nov, 2024 to 26 <sup>th</sup> Nov, 2024  Single Stage 2 envelop.  Tender document can be collected from the office of Assistant Director (Admin), NEPRA or download from the NEPRA /PPRA website.
3	Time & Last Date of Submission Tender / Bid	26 <sup>th</sup> Nov, 2024 up to 1400 hrs.
4	Prebid Meeting	13 <sup>th</sup> Nov, 2024 up to 1430 hrs.  The queries must be submitted in writing or via e-mail or post only at the address. given below: -  Assistant Director (Admin), heera.shehzad@nepra.org.pk Please include the following reference as the subject of your email/letter: "Procurement of Email and Webhosting Services"
5	Time & Date of Opening of Tender Bid (Technical Proposal)	26 <sup>th</sup> Nov, 2024 at 1430 hrs.
6	Minimum Validity of Tender Offer	120 Days from the date of opening of tender
7	Services to be offered	Procurement of Email and Webhosting Services
8	Amount of Bid Security to be Deposited	PKR. 100,000/-
9	Amount of Performance Security	10 % of the quoted amount

#### 2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security, as part of financial bid and as per provisions of the clause "Bid Security" of this document in favor of "National Electric Power Regulatory Authority". The complete bids as per required under this tender document, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PADs not later than 14:00 hours on last date of submission of bids i.e., Nov 26, 2024, late bids shall not be considered. The Technical bids shall be publicly opened in NEPRA Office at 14:30 hours on Nov 26, 2024. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications must be received in writing to the Purchaser at least <u>seven days before the closing date i.e. Nov 26,2024</u>. Any query received after said date may not be entertained. All queries shall be responded to within due time. NEPRA will host a pre-bid meeting at <u>14:30 hours on Nov 13</u>, 2024 at NEPRA, Islamabad premises.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids and options shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Technical Specifications are intended to be strictly enforced. No escalation of cost will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible to meet the performance criteria mentioned in the Service Level Agreement.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

PRIMARY CONTACT	SECONDARY CONTACT
Heera Shehzad Assistant Director (Admin) Email: heera.shehzad@nepra.org.pk	Nowsherwan Akhtar Deputy Director (IT) Email: nowsherwan@nepra.org.pk
NEPRA Tower, Attaturk Avenue, G-5/1, Islamabad, Pakistan.	NEPRA Tower, Attaturk Avenue, G-5/1, Islamabad, Pakistan

#### 3. Scope of Bid

National Electric Power Regulatory Authority (NEPRA) has been established as an independent Regulatory Authority under section 3 of Generation, Transmission and Distribution of Electric Power, Act 1997 for regulating the provision of electric power sector in Pakistan.

NEPRA intends to invite sealed bids for Procurement of Email & Webhosting Services. Detailed scope of work is at Annexure - A

#### 4. Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid, and the NEPRA will in no case be responsible or liable for those costs.

#### 5. Contents of Bidding Documents

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

#### 6. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the NEPRA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder can amend the Bidding Documents. Later amendments on the same subject modify or replace. Earlier ones.

#### 7. Bid Prices

The Contract will be for Procurement of Email & Webhosting Services as described in Financial Proposal and the bidder will fill in rates and prices for all items of the required service accordingly. All bids will be quoted in Pak Rupee. Bids in any other currency will be rejected. The price quoted would be inclusive of all taxes levied by the local Authority/ Provincial Government/ Federal Government at the time of submission of bids.

#### 8. Deadline for Submission of Bids

- i. Bids must be received at the address specified in the Bid Data Sheet not later than the time and date specified in the Bid Data Sheet.
- ii. NEPRA may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Company and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### 9. Late Bids

Any Bid received by the Company after the deadline will be returned unopened to the Bidder.

#### 10. Bids Opening

NEPRA will open all bids, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet. Bidders' representatives will sign an attendance sheet as proof of their attendance.

#### 11. Correction of Errors

NEPRA for any arithmetic errors will check bids determined to be substantially responsive. NEPRA on the following basis will rectify arithmetical errors:

If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price will be prevail, and the total price will be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

The amount stated in the Bid will be adjusted by the NEPRA in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, will be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.

#### 12. Evaluation of Bids

The bids will be evaluated in terms of Rule 36-(b) of PPRA Rules. i.e. Sing Stage - Two Envelope procedure. Bids will be evaluated in detail on compliance-based methor as per: -

- i. Eligibility Criteria Annexure A
- ii. Technical Specification Annexure B
- iii. Bidders must ensure to comply all the fields given in **Annexure A & F'** If a bidder is unable to comply in any of the given fields, the proposal will be disquared for further processing. The Financial Proposal for firm complaints with Annex-A and A ex-B will only be opened.

#### 13. Client References

The bidder must mention the names and contact details of at least two (2) client references in the prescribed format (Annexure D) who shall be able to provide information about services rendered by the firm.

#### 14. Availability of Professional Staff/Experts

Having selected, the bidder will sign the Service Level Agreement and to Disclosure Agreement.

#### 15. Bid Security

All bidders are required to submit an amount of PKR. 100,000/- bid security with technical proposal, in the form of bank draft/ pay order in favor of NEPRA. No bid will be considered as valid unless the Bid Security accompanies it. No interest will be payable by the NEPRA on this deposit. Bid Security will be refundable on completion of the bidding process.

#### 16. Performance Guarantee

Within five working days of the receipt of notification of award of contract by NEPRA, the successful Bidder shall furnish the performance guarantee from any scheduled by it in Pakistan for amount @10% of the total contract amount.

#### 17. Award Criteria

The contract will be awarded to the successful bidder whose bid has been found technically & financially compliant and emerged as the lowest evaluated bid.

#### 18. NEPRA's Right to Reject All the Bids

NEPRA reserves the right to annul the bidding process and reject all bids at a trime prior to award of contract.

#### 19. Payment Terms

Payments will be made by NEPRA against the invoice/s raised along with performance certificate by the successful bidder by following the procedure in vogue. There will be no Advance/Mobilization.

#### 20. Code of Conduct

It is the NEPRA's policy to require that Consultant/ Service Providers, Suppliers, and Contractor under Company-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Under Rule 19 of PPRA-2004 the Company can blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA.

Following mechanism and manner for permanently or temporarily bar a delinquent bidder, from Participating in procurement proceedings will be followed as per guidance of NEPRA management:

Nature of Offense/Fault	Means of Verification	Proposed Action under Rule 18
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of NEPRA.	Permanent blacklisting.
Fraud	Cross verification of documentary Undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor / bidder / supplier/ consultant.	Blacklisting for 1-2 years. (Depending on severity of non- performane).

Pursuant to Rule 7 of Public Procurement Rules-2004, bidders will be required to sign an Integrity Pact in accordance with the prescribed format attached hereto.

#### 21. Overriding Effect of PPRA-2004

Wherever, in conflict with these documents the stipulation of Public Procurement Rules-2004 will prevail.

# Schedule of Requirements, Technical Requirements Specifications For

Procurement of Email & Web Hosting
Services

-----/<sub>0</sub>/2024

#### **Procurement of services**

NEPRA intends to procure Email and Website Hosting Services with Warranty and Support for the duration of three (03) Years.

Bidder is required to provide the following services complying with the Technical Specifications mentioned in **Annexure-B** of this document:

Item Description	Quantity/Duration
Email and Website Hosting complying with the requirements mentioned in the	For consecutive Three
Annexure A - Bidder's Qualification Criteria	(03) Years
Annexure B – Technical Specifications	

### **Service Delivery Schedule**

The bidder is required to submit the Project Timelines in accordance with the Delivery Schedule mentioned below:

Description	Required Delivery from the date of contract award
Project Initiation Phase	Within 7 days
Hosting of NEPRA Website (including transfer of existing NEPRA website) complying technical specification mentioned in (Annexure-B)	Within 15 days
User Acceptance Testing and Operational / Go-Live date of complete solution	
Support Services of Complete Solution as per all requirements mentioned in Annexure-B Technical Specification	3 Years after Go-Live date of complete solution

#### Annexure - A

#### **Bidder's Qualification Criteria**

- 1. Bidder must submit filled, correct and complete (in all aspects) documents as required below in Bidder's Qualification Criteria. Failing which its bid will be considered as technically non-responsive.
- 2. All participating bidders are advised to thoroughly review Annexure-B Technical Evaluation Criteria before providing their responses against below mentioned requirements.
- 3. Bids will be considered non- responsive if bidder's response with 'N' / 'No' or incomplete response against any of the below criteria.
- 4. For all bidder's requirements against which Bidder is responding "Y", bidders are required to provide Documentation with proper reference (Section No/ Page No) in the proposal against all requirements. It is mandatory to provide proper reference of document.
- 5. NEPRA will only raise clarification queries against requirements where reference is provided, and further clarification is required. Incase no reference is available, and documents are not available in the submitted proposal, NEPRA may not raise any clarification query and response will be considered as NIL, which may lead to disqualification, if mentioned in the criteria.
- 6. All bidders are required to affix their company's stamp/signature on each page of the submitted Bidder's Qualification Criteria.
- 7. All bidders are required to submit the proposals with proper page numbering.



Sr. #	Requirements		Compliance		ence rided e tick	Evidence as Appendix	
		Yes	No	Yes	No		
1	Bidder's company must be incorporated in Pakistan. Provide copy of valid SECP's certificate of Incorporation of company or FBR's Certificate of Registration of company or Active Taxpayer status, showing that company is in the business for at least last 3 years					Appendix 'A'	
2	Bidder must have provisioned, supported and managed at least 03 projects of similar nature during last 03 years.					Appendix 'B'	
3	Bidder must have certified skilled resources, especially for open-source Email Services, Web Hosting Installation, Configuration, Cyber security expert, 24/7 support. A copy of CV may kindly be attached of resources.			II		Appendix 'C'	
4	Bidder must provide services under rated 3 certified Datacenter in Pakistan					Appendix 'D'	
5	Bidder must provide at least 02 existing customer references where similar services are provided in past 3 year.					Appendix 'E'	
6	Bidder must have annual sales turnover of at least PKR 20 million for the last 03 (three) years.					Appendix 'F'	
7	Bidder must comply with all the requirements of Scope of Work as given in <b>Annexure B.</b>					Appendix 'G'	



#### Annexure - B

#### **Technical Specifications**

Bidder's quoted solution must comply with the required minimum Technical Specifications as mentioned below along-with its support and warranty. Failing which its bid will be considered as technically non-responsive.

Bidder shall submit filled, correct and complete (in all aspects) documents/evidence as mentioned below. Failing which its bid will be considered as technically non- responsive.

- All participating bidders are advised to thoroughly review (Annexure A) Bidder Qualification
   Criteria before providing their responses against below mentioned requirements.
- 2. Bids will be considered non-responsive if bidder's response with 'N' / 'No' or incomplete response against any of the below criteria.
- For all bidder's requirements against which Bidder is responding "Y", all bidders are
  required to provide Documentation with proper reference (Section No/ Page No) in the
  proposal against all requirements. It is mandatory to provide proper reference of
  document.
- 4. NEPRA will only raise clarification queries against requirements where reference is provided, and further clarification is required. Incase no reference is available, and documents are not available in the submitted proposal, NEPRA may not raise any clarification query and response will be considered as NIL, which may lead to disqualification, if mentioned in the criteria.
- 5. All bidders are required to affix their company's stamp/signature on each page of the submitted Technical Specifications
- 6. All bidders are required to submit the proposals with proper page numbering.
- All Bidders are required to propose Email and Website Hosting with DDOS Protection Solution, its support to NEPRA as any alternate or additional Solution will not be considered for evaluation.



#### 1. MANAGED EMAIL SERVICES

Sr. #	Service	Specifications	Availability		
"			Yes	No	
		Dedicated Server (Physical or VM)			
		Accounts to be managed 300			
		Storage: 100 Accounts - 10 GB per account (Min) 200 Accounts - 5 GB per account (Min)			
		SSL/TLS – (with enforced TLS Certificates on respective email gateways).			
		Web Admin Console			
		Outlook and Web Mail			
		Advance and Attachment search			
		Secure (SMTP/ POP3 / IMAP / HTTP/ LDAP)			
	MANAGED EMAIL	ActiveSync Global Address Book with custom fields to be			
	SERVICES	accessed by clients			
1		Personal Distribution Lists			
	(Bidder must	Weekly Backup			
	provide Email	(4-week backup archiving)			
	services on local	Calendar Feature			
	hosted server)	Company branding and messages			
		Mailbox rules for automated message handling			
		Security Features:			
		Spam Filtering: Automatically blocks unwanted emails			
		Malware Protection:			
		Scans attachments for viruses and malware.			
		Encryption:			
		Secures email content in transit and at rest.			
		Phishing Protection:			
		Identifies and blocks phishing attempts.			



#### 2. MANAGED WEBHOSTING

Sr.	Service	Specifications	Availab	ility
#			Yes	No
	MANAGED WEBHOSTING  (Bidder must provide Webhosting services on local hosted server)	Bidder should provide web hosting services for existing website (nepra.org.pk) must have bandwidth 10 Mbps Inbound with 100 Mbps outbound of 100Gbps on server and unlimited subdomains  Bidder should provide services for transfer/migration of NEPRA existing website to host on the new location  Bidder should provide website hosting services considering the following platform / technologies. (included PHP frameworks, MySQL but not limited to) being used for NEPRA existing website)  Note: Bidder may propose upgraded platform/technologies. However, it will be bidder's responsibility to ensure compatibility with NEPRA existing website.  Bidder should provide web hosting services on dedicated server (Physical or VM) with following minimum configurations:  - Hardware (3.4 Ghz Intel Xeon Quad Core equivalent or Higher)  - Memory: 64 GB, HDD 3X1 TB Raid 5, Storage 300 GB  1 dedicated Live/ Public IP  Complete Server Administration/ domain management by the Bidder including Updated Versions of cPanel's, Patch Management, OS Hardening etc.  Snapshot Backup of full VM (with 300 GB Storage)  weekly Backup of complete website.  Bidder should provide secure FTP Credentials required to connect to		
		Credentials required to connect to Server through SFTP		
		Website will secure via SSL & TLS support		
		Bidder should provide Cloudflare pro Subscription for 1 domain or equivalent security services, which includes DDOS Protection, Web Application Firewall and Content Delivery Network etc.		
		Bidder should provide real-time alerts to NEPRA for any malicious activity detected. Provide details of alerts mechanism/process. Bidder should		



		provide documentary evidence for the	
		same. Email or SMS Alerts when the	
		website is down including uptime monitoring, server monitoring	
		Bidder should provide DNS Parking for	
		domain nepra.org.pk	
		Bidder shall provide Immunify360 or	
		equivalent covering advanced firewall	
		WAF preferably with machine learning	
		ruleset IPS/IDS, Automatic Virus and	
		Malware Scanning and removal, Malicious PHP script deletions and	
		blocking, reboot less kernel patch	
		updating and webhost/cPanel integration	
		Monthly Cyber Security assessment	
		report	
		Access log reports on need basis along with Monthly log report	
		WAF incident /event log and details with	
		monthly reports	
		Blacklisting	
		Relay protection	
		SPAM Blacklist controls	
		Two factor authentication	
	SECURITY &	Zero-day prevention	
	GENERAL REQUIREMNTS FOR EMAIL &	Brute force prevention on password and uploading contents	
3		Server-level vulnerability patching	
	WEB HOSTING SERVICES	Real time monitoring	
	SIKWIS25	Logs and statistics	
		DR provision	
		Phishing and Social Engineering	
		Prevention	
		Whitelisting	
		Sender Policy Framework (SPF)	
		Antispam filter	
		DKIM	
		DMARC	
		Bidder should provide 24 X 7 x 365 Service Level	
4	SUPPORT	Agreement (SLA) for support throughout the contract period with 01-hour response time	
		Bidder should provide SLA guaranteed	
5	Availability	minimum of 99.9% availability per calendar	
	Availability	month  Bidder must agree to the Exit Clause in	
		Bidder must agree to the Exit Clause III	



the final agreement as per below clause: -If uptime < 97% for three consecutive months, NEPRA reserves the right to terminate the contract without any lien and irrespective of remaining contract period.  Bidder should have minimum TIA-942 - Rated Tier 3 Data Centre or equivalent & Network Infrastructure where the site to be hosted. Bidder should provide documentary evidence for the same.  Bidder should provide Content Delivery Network including: - Static Content Caching - Dynamic Content Caching - Client-side Control - Multi Location - Multi Tier Setup  Bidder should secure DNS management & availability and provide access to DNS manage entries.  The successful vendor will have to install third party software, and web applications.  The backup of all services has to be taken automatically on a daily basis. No additional fees / costs associated with the restoration of the backup (whenever required) will be paid. Vendor will be responsible to maintain backup and its restoration whenever
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Installation, • Vendor will be responsible to maintain
backup and its restoration whenever
Recovery required.
In case of downtime / server / network
issue the website should be online from
an alternate location with zero downtime.
The ideal response time provided by the successful bidder in the event of any
Cyber incident/service-related issues or
requests submitted by NEPRA is
attached as Annex-G
an enterprise level WAF security will be
provided along with fully PCI Compliance
which cover the following features, but not
limited to through threats.
SQL injection, comment spam     Cross site scripting (XSS)
7 Web Application • Cross-site scripting (XSS) • Distributed denial of service (DDoS)
attacks
Application-specific attacks
(WordPress, Core Commerce)
Blocking attacks
With access and real-time reporting



		<ul> <li>Protection against OWSAP vulnerabilities</li> <li>Rate Limiting</li> <li>Custom SSL</li> </ul>	
8	Hardware Firewall	<ul> <li>Industry Leading DDoS Protection up to Layer 7</li> <li>Next Generation Firewall Protection</li> <li>Layer 7 Intrusion Prevention (Non-SSL)</li> <li>Security Firewall Management</li> <li>Stateful Packet Inspection</li> <li>24/7 Real time threat protection engines.</li> <li>Protection Against Port Scanning</li> <li>Edge Protection &amp; IP Geo-Fencing</li> </ul>	

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## Annexure-G

### **Response Time in Cyber Incident**

Severity Level	Response Time	Description
Critical	<1 hour	<ul> <li>i. Any Cyber Security Incident</li> <li>ii. Critical production issue that severely impacts use of service. The situation halts NEPRA's business operations and no procedural workaround exists.</li> <li>iii. Service is down or unavailable.</li> <li>v. Data corrupted or lost and must be restored from backup.</li> <li>v. A critical feature / function is not available.</li> </ul>
High	2-4 hours	<ul> <li>i. Major functionality is impacted, or significant performance degradation is experienced. The situation is having a high impact on portions of NEPRA's business operations, and no reasonable workaround exists.</li> <li>ii. Service is operational but highly degraded performance to the point of major impact on usage. Important features of the Software as a Service offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion</li> </ul>
Medium	4-6 hours	i. There is a partial, non-critical loss of use of the service with a medium-to-low impact on NEPRA's business, but NEPRA's business continues to function. Short-term workaround is available, but not scalable.
Low 6-12 hours i. Inquiry request or confidence in the confidence		<ul> <li>Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or configuration; bug affecting a small number of users. Acceptable workaround available.</li> </ul>



#### **Audits & Compliance**

#### Regular Service Provider Cyber Security Audit:

This audit, conducted by Cyber Security Audit Companies approved by the relevant regulatory authorities (PTA), will take place every three years through the service provider. This will be carried out in alignment with the ongoing validity of the contractual agreement between the Service Provider and the Client. The purpose of this audit is to verify the Service Provider's compliance with the security protocols, and relevant industry standards.

Audit Frequency: Once every two years.

**Audit Scope:** The audit will cover all aspects relevant to the services provided under this SLA, including security, performance, availability, and support responsiveness.

The audit process will include, but is not limited to:

- Evaluation of security measures and protocols.
- · Assessment of system performance and responsiveness.
- Verification of adherence to agreed-upon service availability levels.
- Review of support response times and incident resolution processes.
   Upon completion of the audit, the Service Provider will provide a detailed audit report with a summary to the Client, outlining findings, any corrective actions taken, and a plan for continuous improvement.

#### Client-Initiated Cyber Security Audit

The Client reserves the right to initiate an audit of the Service Provider's systems independently, at its own expense in response to any verification, or specific compliance requirements.

#### **Audit Initiation Process:**

In the event that the Client wishes to conduct an independent audit, the following steps will be taken:

- The Client will provide written notice to the Service Provider, specifying the audit's scope, objectives, and timeline.
- The Service Provider will cooperate fully with the audit process, providing necessary access, documentation, and support to facilitate the audit.

#### Audit Findings & Remediation:

In cases where either the regular Service Provider audit or the Client-initiated audit identifies areas of non-compliance, deficiencies, or opportunities for improvement, the Service Provider will undertake corrective actions within a defined time frame as agreed upon between the parties. A revalidation audit may be conducted to validate the effectiveness of corrective measures taken.

#### Cyber Attack incident report

The Cyber Attack Incident Report will include, but is not limited to, the following details:

- Incident Description: A clear and concise overview of the cyberattack, including how it
  originated and its initial detection.
- Impact Assessment: An assessment of the potential or actual impact on the service, data, and systems.



- Investigation Findings: Detailed findings from the investigation, including identification of vulnerabilities exploited.
- Mitigation Measures: Steps taken to contain, remediate, and prevent further damage.
- Preventive Actions: Recommendations for preventing similar incidents in the future.

The Cyberattack Incident Report will be provided to NEPRA within the time Frame, i.e. 24 hours of the incident's identification and containment. The report will be submitted via Communication Channel, i.e. email, and will be available in a format that allows the Client to assess the situation thoroughly.

#### Support & Monitoring

The service provider should ensure patch management/ timely deployment of security and software updates, ensuring cyber security standards i.e., systems remain protected and up to date in accordance with industry best practices. Along with regular operating system updates, maintaining the security, stability, and performance of systems in line with industry standards.

- Daily backups to be always maintained and available.
- Option for system imaging, when necessary
- Port Management (featuring comprehensive configuration, continuous monitoring, and strategic optimization)
- Ensure seamless network connectivity and efficient data flow, maintaining the highest standards of security.
- Ensure the integrity and confidentiality of data throughout the port management process.
- Support should be available 24/7/365 via ticket, phone, or any custom channel NEPRA requests.

The Service Provider follows strict access control protocols to ensure the security and confidentiality of the NEPRA's data and systems. The access management process includes the following components:

- Authorized Access: Only authorized technical resources, who have undergone appropriate vetting and training, are granted access to the systems and servers.
- Access Levels: Access privileges are assigned based on roles and responsibilities.
   Technical resources are granted access only to the specific components required for their duties.
- Multi-Factor Authentication (MFA): MFA is implemented to enhance security during the authentication process for technical resources accessing systems.
- Logging and Monitoring: All access to systems and servers is logged and monitored for security and audit purposes.
- Access Review: Regular access reviews are conducted to ensure that access privileges are up to date and aligned with current responsibilities.

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#### **Evaluation Criteria**

The evaluation of bids will be conducted in two steps, i.e. Technical Evaluation and Financial Evaluation, as per Single Stage Two Envelope Procedure.

#### **Technical Evaluation**

Sr. #	Evaluation Criteria	Points	Yes/ No	Page Reference No.
1	Total years of experience in related business Server Management Support and Maintenance Email Solutions Security Management	Max Marks: 10 10 or more Years: 10 Marks 6-9 Years: 8 Marks 3-5 years: 5 Marks 1-2 years: 3 Marks		
2	<ul> <li>Certified Cyber Security Professionals:</li> <li>ISACA, ISCC2, EC-Council, SANS, ISO, ISA Certified Security Experts</li> <li>Server support manager</li> <li>At least 02 Sr. Technical Support Engineers</li> </ul>	Max Marks: 10 Certified: 04 Marks Server Admin: 3 Marks Technical Staff: 4 Marks		
3	Location Bidders:  Main Office / Head office  Sub office	Max Marks: 5 3 locations: 5 Marks 2 location: 3 Marks 1 location: 2 Marks		
4	Certifications/Memberships  ISO PASHA PSEB ITIL Any other certification related to data center management/web hosting.	Max Marks: 15  05 Marks for each certification		
5	Experience of providing managed Email Services, (Dedicated/Cloud Base), Dedicated Server and Cloud Security and monitoring Services ( <i>Mandatory</i> ) No. of Clients	Max Marks: 10 10 or More client: 10 Marks 6-9 client: 8 Marks 3-5 clients: 5 Marks 1-2 client: 2 Marks		
6	Bidder Disaster recovery plan	Max Marks: 10		
7	Has multiple data center locations	Max Marks: 05		
8	24X7X365 Technical Support availability	Max Marks: 05		
	Total:	70		

Note: Minimum technical qualifying marks in this section are 70%. i.e. 49 marks out of 70.

#### **Evaluation Criteria:**

Technical bids will have 70% weightage whereas financial bid will have 30% weightage.
 Purchase order will be awarded to the bidder after Technical and Financial bid evaluation.
 The bidder obtaining highest marks combining both Technical and Financial proposal will be awarded the contract.



- Evaluation criteria of Technical and Financial proposals are as under:
  - Technical Score = Marks obtained out of 70
  - o Financial Score =

Amount Quoted by the Lowest Bidder

30 x -

Amount Quoted by the Bidder whose Financial Score is to be Calculated

#### **Technical Evaluation Criteria is as follows**

- 1. Bidder must submit filled, correct and complete (in all aspects) <u>documents</u> as required in <u>Bidder's Qualification Criteria</u> and <u>Technical Specification</u> as mentioned in Annexure-A and Annexure-B of this document. Failing which its bid will be considered as Technically non-responsive.
- 2. Bidder's <u>quoted solution must comply with the required minimum Technical Specifications</u> as mentioned in Annexure-B of this document along with its support. Failing which its bid will be considered as Technically non- responsive.
- If any bidder included proposed solution financial details (i.e. price, cost, bid security amount, etc.) in its TECHNICAL PROPOSAL, its bid will be considered as Technically nonresponsive.

**Note:** Only the bids complying with the above Technical Evaluation Criteria will be considered technically qualified.

#### **Financial Evaluation**

- 1. Financial proposals will be opened of the only shortlisted technically qualified bids.
- 2. The financial proposal of bids found technically non-responsive will be returned un- opened to the respective bidders.
- 3. The technically accepted bid quoting the Lowest Price of the required solution as per schedule of services mentioned in this document will be considered as **Most Advantageous Bid** and will be accepted for the award of Contract/PO/LOI.



#### Payment Plan

#### 1. Payment Terms & Conditions

a) Bidders are required to provide the total bid amount / price with their bid as per the following table in its financial proposal considering all items mentioned in BOQ in line with required Technical Specifications.

Items	Amount
One Time Professional Service Charges (if any)	
Cost of Email and Website Hosting Solution for 1st Year	
Cost of Email and Website Hosting Solution for 2 <sup>nd</sup> Year	
Cost of Email and Website Hosting Solution for 3 <sup>rd</sup> Year	
Total Bid Amount (i.e. Total Contract Price) inclusive of all applicable taxes	

- b) Total cost quoted by the bidder must be inclusive of the applicable taxes.
  Any other associated cost should be mentioned explicitly by the bidder. NEPRA will not be responsible for any additional cost during the contract period.
- c) Bidders shall quote Total project cost in Pak Rupees only.
- d) Price quoted should be fixed and valid for a period of 90 days after the opening of the bid.
- e) NEPRA will make payments in Pakistan Rupees (PKR).
- f) All prices must be inclusive of all applicable taxes.
- g) Within 30 calendar days, after receipt of LOI/LOA, bidder is required to submit a Performance Security which shall be ten (10%) percent of the total bid amount/Contract Price. The Performance Security shall be in the form of a "Bank Guarantee" from the reputable bank of Pakistan. The Performance Security amount shall be in Pakistan Rupees (PKR). The submission of incomplete Performance Guarantee and/or fake Bank Guarantee will lead to immediate disqualification of bidder and NBP will pursue to blacklist the company as per Public Procurement Rules, 2004.
- h) Any enhancement in the solution (hardware, software licenses) with in the contract period will be done by the successful bidder. The bidder will be required to submit the proposal for additional services at the time of request from NEPRA.

#### 2. Payment Schedule

After submission of Performance Guarantee, Contract will be signed. All the payments shall be made in PKR and NEPRA will pay the bidder as follows:

a) Professional Services Charges Amount (if any) shall be paid within thirty (30) working days

D.

- after the Go-Live of complete solution. The bidder will raise the invoice for Professional Services Charges Amount in full along with NEPRA satisfaction from NEPRA IT Department. NEPRA will pay the invoice within 30 (Thirty) days after receiving of abovementioned documents from the bidder.
- b) Total cost of Email and Website Hosting & Security Solution Services for three years shall be paid in equal half-yearly installments (i.e. total six installments). Bidder, after Go-Live, at the starting month of each half-yearly period will raise the invoice for advance payment in full. NEPRA will pay the invoice within 30 (Thirty) days after receiving the invoice and after any adjustment/deduction of penalties for non- performance in Services as described below in Penalty Clause.

#### **Penalty Clause**

Bidders should provide SLA guaranteed minimum of 99.9% availability per calendar month with penalty clauses & availability reports.

This clause will also be part of the SLA/contract:

Uptime Requirement	Penalty (%age of deduction in Monthly Services Amount by NEPRA)		
99.9% or above	0%		
99% to below 99.9%	1%		
97% to below 99%	3%		
below 97%	7%		

Bidder must agree to the Exit Clause in the final agreement as per below clause:

-If uptime < 97% for three consecutive months, NEPRA reserves the right to terminate the contract without any lieu and irrespective of the remaining contract period.



Annexure - B

#### **Bid Form**

(To be printed on bidder's letterhead)

To:

Dated:

National Electric Power Regulatory Authority Headquarters, NEPRA Tower, Attaturk Avenue East, G-5/1, Islamabad, Pakistan.

## Technical Proposal Tender for Hiring Email and Web Hosting Services

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the required item or services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in the Technical Requirements and Specifications.

We agree to abide by this Bid for a period of 90 (Ninety Days) from the date fixed for the Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If the Bid is accepted then until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Dated this

day of 2024.

[Seal & signature]

[In the capacity of]

Duly authorized to sign Bid for and on be.



#### Annexure – D

#### **Client References**

Reference One (1)	
Client Name	
Contact Person with email	
Address and Contact Number	
Industry	
Deliverable items	
Any Comments	
Reference Two (2)	
Client Name	
Contact Person with email	
Address and Contact Number	
Industry	
Deliverable items	
Any Comments	



Annexure - E

#### **Integrity Pact**

[Bidder Name] 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 (GoP) 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, [Bidder Name] 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.

[Bidder Name] 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. [Bidder Name] 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, [Bidder Name] 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 [the Bidder] 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.

Signature:		
Name:		

For and On Behalf Of

