Bidding Document

Procurement of Solution for Compliance Risk Management Solution and five years support and maintenance contract

Single Stage Two Envelopes

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Per-Bid Meeting	**13 January 2020, at 10.30 AM**
Last Date for Submission:	**28 January 2020, at 10.30 AM**
Tender Opening Date:	**28 January 2020, at 11.00 AM**

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Note: The prospective bidder is expected to examine the Bid Document carefully, including all Terms & Conditions and Annexures. 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 would result in the rejection of the Bid.

Tender No. BOK/HO/Compliance/IT/01/Jan/2020

The Bank of Khyber invites sealed bids for procurement of Software for Compliance Risk Management, Compliance & Internal Control Division, from reputed software companies or their authorized dealers, under Khyber Pakhtunkhwa Public Procurement Regulatory Authority Rules 2014, Single Stage Two Envelops method.

Scope of Work

Services of third-party vendor are required for the implementation and compliance of CRM guidelines as mandated by SBP vide BPRD Circular # 07 dated August 09, 2017. Scope of work detailing high level requirements including pre-requisites, but not limited to, are given below:

1. The selected firm should ensure the BOK's compliance with the requirements outlined in the CRM guidelines as mandated by SBP vide BPRD Circular # 07 dated August 09, 2017.
2. Implementation of CRM model as per the Bank of Khyber environment and requirement.
3. Perform pre-implementation gap assessment.
4. Identification of controls against relevant regulatory requirement.
5. Review of existing framework, program, policy etc.
6. After the implementation of software, formulate respective processes and procedures.
7. Extensive Training for enabling the CRM staff.
8. Assist and guide in execution run of one complete cycle of CRM.
9. Provide and implement an automated system (which includes customization, development, configuration, etc.) for the management of compliance risks.
10. The System's Repository must have, at minimum, the following functionalities.
    a. The system should have repository / library that can store different laws and regulations and categorize rules, laws and policies on different parameters.
    b. Criteria based bifurcation of repository contents with regulatory requirements.
    c. The repository should have the capability to drive and mark the requirements against the laws / regulations.
    d. Respective activities and controls should able to be marked against the requirements.
    e. Laws and regulations till the completion of project implementation date should be updated by the vendor.
    f. The system's repository should be able to import data from other available repositories / data sources such as repository by E&Y, etc. through automated means.
    g. Track record of changes made in repository.
    h. Hyperlink functionality to view the respective regulation circular must be present.
11. System should have the capability to upload bulk data from excel sheet in pre-described format.
12. The system should have the capability to conduct and manage compliance risk management based on different models and criteria. These models should at-least include; qualitative (subjective), quantitative and hybrid methods based upon different criteria such as impact, likelihood, risk appetite, etc.
13. The system should have the capability of conducting inherent risk assessment of the regulation.
14. The system should have the capability of performing control design assessment based on different scenarios and criteria.
15. The system must have a maker and checker mechanism to ensure accuracy of the risk assessment process.

16. The system should have the capability to define and track the performance/status of treatment plan/control against each identified risk along with ownership and other related details.
17. The system must alert users when tasks need to be performed and include automated escalations. The medium of alert includes, but not limited to; on-screen alerts / pop-ups, via email, etc.
18. The system should be able to send reminders/receive feedback on due tasks and dates to all relevant resources and other stakeholders (internal and external).
19. The system should be capable to provide testing platform to test key compliance controls and assess their effectiveness. Some of the features that should be available, but not limited to, are:
    a. Formulation of Testing plans
    b. Maintenance of history of control testing
    c. Control testing sample size selection
    d. Threshold should be parameterized for testing effectiveness / failed controls
    e. Test result consolidation and monitoring
    f. Failed control rectification plans
20. Recording of internal and external observations with action items, responsibility, etc.
21. Observation should be mapped with the relevant respective requirement of regulation / law.
22. Breaches and penalties should able to be recorded and mapped with relevant requirement of regulation / law.
23. The system should have the capability to perform Risk Control Self-Assessment (RCSA) based upon the different criteria such as impact, likelihood, risk appetite, etc.
24. The system should have the capability to develop and manage key indicators such as Key Performance Indicators (KPIs) and Key Risk indicators (KRIs). Performance of these indicators should be presented via dashboard.
25. Capability of on-screen & email alerts and escalations based on the KPIs and KRIs should be present.
26. The system should have risk maps including risk heat map based on different criteria including group, division wise etc.
27. Customizable dashboard capability should be present in the system that will give overall picture of Compliance Risks status.
28. System should have risk aggregation capability as per unit, department, division, area, etc. The aggregated result must be shown on dashboard and can be printed out through report.
29. System must fulfill at minimum SBP reporting requirements as mentioned in SBP's CRM Guidelines section 'F'.
30. In addition to point no. 28, system must have different reports that can be generated and extracted in various formats. These reports should be customizable based on different criteria.
31. The system should have the functionality to define bank's hierarchy based on group, divisions, departments, functions, etc. and respective organogram for assigning the responsibility.
32. The system must provide access based on defined roles. The system must allow authorized users to:
    a. Provide security for different user levels.
    b. Define security at the function level, e.g. allow a user to access data relevant to their function.

33. Restrict certain functions to authorized personnel only, e.g. certain user group has read-only access, another user group has ability to delete records.
34. System must have provision of assigning unlimited number of users' ids.
35. System must have multiple users' login capability at a time.
36. System must have comprehensive audit trails based on user's activities that can be extracted on predefined formats and as per given criteria.
37. System must have the provision to customize password and other related parameters to meet the requirements of IS Policy of Bank of Khyber
38. System should be seamlessly integrated with Bank of Khyber's Operational Risk Management system.

Technology Requirement

1. Details of Technology used for this solution
2. Software Design Architecture / Technology Requirements
3. Should be parameterized system
4. Real-time processing
5. Warranty Period

Technical Demo

1. Vendor Approach will be evaluated in presentation and demo of the application, as per the following points:
2. Application Flow
3. Application Security Testing / Certificate Details
4. Basis for License Expansion and Maintenance
5. Change Management Process
6. Detailed Documentation of the system including User Manuals and Technical Manuals
7. Detailed Process flow of each module
8. Data masking features for test environment
9. Data Migration Methodology
10. Disaster Recovery Plan
11. Integration APIs (if required)
12. Methodology for implementation new releases/updates of proposed software
13. Recommended Infrastructure Details for each of the bank required environment (testing, production and DR environment)
14. Resident engineers to be deployed at BoK HO Peshawar after successful implementation
15. System Technology Details
16. Stress Testing results of the application to be provided
17. Services considered out of scope from annual SLA must be provided
18. Support & maintenance offering after deployment (Onsite & Offsite)
19. Transactional bandwidth utilization with documentary evidence
20. Trainings to BoK staff (Technical + Business)
21. User Friendly Interface

Mandatory Requirement

Bidder should provide its proposal in accordance with the Scope of Work mentioned above and following **Mandatory Requirements**. Failing to which the proposal will not be considered.

#	Mandatory Requirements	Vendor Response
1	Bidder should be software company or its authorized distributor having valid certificate/License	
2	Bidders having minimum 5 (Five) years of relevant experience for supply and installation of the compliance related software implementation from the date of incorporation of the company / registration of the firm shall be eligible to participate.	
3	Bidder must provide evidence of company's registration / incorporation certificate. Government relevant authority.	
4	The Bidder should be active Tax/Sale Tax/GST payer, copy of latest returns to be attached	
5	Copy of registration certification with KPRA (Khyber Pakhtunkhwa Revenue Authority). In case of fresh registration with KPRA, acknowledgement of KPRA shall be attached.	
6	The bidder/company/firm should not have been blacklisted by any of the Provincial / Federal Government or organizations of the State / Federal Government in Pakistan and must provide **Undertaking** on stamp papers duly registered with Notary Public that it is not being blacklisted. Also must provide List of arbitration/legal suits/unsettled disputes with organizations/clients (if any) in last five years	
7	The company/firm **Annual Audited Report** for the last 03 Financial years.	
8	Company/Firm must provide 3 Purchase Orders / 3 Agreements of related Scope of Work mentioned above with relevant client references and verifiable proof.	
9	The company/firm must have legal presence in Pakistan and should submit list of Offices across Pakistan.	
10	The Company/Firm must accept this complete bidding document and affix sign and stamp of the company.	
11	3% Bid Security (any banking instrument excluding Pay Order) of the bid amount, to be attached with Financial proposal in separate envelope. Undertaking on stamp paper regarding 3% Bid Security without mentioning amount shall be attached with technical proposal	
12	Bidder must submit Integrity Pact on Stamp Paper dully attested by the Notary Public with of bid amount, with proposal.	
13	Prices shall be quoted in PKR including all applicable taxes.	
14	Bidder shall provide undertaking on stamp paper regarding provision 10% of the bid amount Performance Guarantee (issue by any schedule Bank) in favour of the Bank of Khyber.	
15	Bidder shall provide Fair Price Certificate on stamp paper dully attested by notary public.	
16	ISO 9001-2015 and ISO 27001/20000 Certificates	
17	Bidder shall submit their terms and conditions with Technical proposal. Bank shall reserve right to ignore/disregard Terms & Conditions if attached with Financial Proposal.	

Technical Evaluation Criteria is as follows: -

SNO	Description	Total Marks
	Part:- (A) Company Profile, Experience and Human Resource	40
1	Experience in Risk Management Automation and development of software and Implementation 9 Years and above=15 Marks 6-8 years= 12 Marks 5 years=7 Marks	15
2	Member Pakistan Software Houses Association (PASHA)	Deleted
3	Pakistan Software Export Board (PSEB)	Deleted
4	KPRA Registration (Active Status) Active Status=3 Non Active Status=0 (latest Copy attach)	Deleted
5	FBR/Sale Tax Return Active FBR/Sale Tax Returns Active=2 FBR/Sale Tax Returns Non Active=0 (latest copy attach)	Deleted
6	Implementation of Compliance Risk Management local software in Pakistani Banks and outside Pakistan foreign Banks. (copy of purchase order, completion certificate to be attached) 6 Banks =5 marks 3-5 Banks =3 marks	5
7	Qualification & Experience of personnel that will be deployed on this project have relevant experience of development of software for Compliance Risk Management. CV and certificate attach Project Manager = 3 Marks 2-3 dedicated staff of this project=2 Marks	5
8	Local Technical support staff and software developers 3 Software developers and Technical staff = 5 Marks Less than 3 =2 Marks	5
9	Turn over per year last three years Above Rs.150 Million per year =10 marks Less than Rs.150 and greater than Rs.100 Million per year=8 marks Less than Rs.100 Million =5 marks **(3 years audited Balance sheet attach)**	10
	30 Marks out 40 Marks of Part (A) is mandatory:	

Part:- (B) Demo/Presentation	60

| | Demo/Presentation of CRM solution to BOK
(Marking as per given requirement – Fully complied requirement = 2 Marks,
Partially complied requirement = 1 mark, non-complied requirement = 0)

1. Extensive deep understanding of Compliance Risk Management process.
2. Clear understanding of State Bank of Pakistan (SBP) CRM Guidelines.
3. Functionality of Repository that can record regulations, laws, rules etc. and their sensitivity.
4. Marking of activities, controls, risks, respective ownership, status, etc. against the regulation.
5. Capability to import data from excel and other sources
6. Risk Management methods:
   a. Qualitative
   b. Quantitative
   c. Hybrid
7. Inherent risk Assessment function
8. Control inventory and control design assessment functions
9. Residual risk assessment and its reporting
10. Gap assessment
11. Performance tracking of treatment plan
12. Escalation process
13. Maker / Checker function for risk assessment
14. Alerts and reminders functionality (on-screen, emails, etc.)
15. Functionality of defining bank's hierarchy based on group, division, functions, job roles, etc.
16. Functionality to test the key compliance controls and their effectiveness
17. Issues Management including recording of observations, incidents, respective penalties, etc.
18. Functionality of Risk Control Self-Assessment (RCSA)
19. Recording, monitoring and Management of KRIs including related alerts
20. Risk Register detailing risks, responsibility, status etc.
21. Functionality of risk aggregation based on RCSA, KRIs, and Loss Data approaches. Bifurcation of results based on bank, group, division, department, etc.
22. Risk heat maps based on different criteria
23. Customizable dashboards for real time data such as vulnerable / high risk areas
24. Extensive customizable reports
25. Reports to fulfill SBP reporting requirements as given in CRM guidelines (Section F (II) from 'a' to 'h')
26. Users management and access control management including definition of roles, assignment of roles and permissions, session management, etc.
27. Parametrize security requirements such as password policy, etc.
28. Audit logs including users' activity logs
29. Functionality of data visualization and analytics or integratable with external tool
30. Integration functionality with BOK's existing ORM solution. | 60 |
| 10 | | |

40 Marks out 60 Marks of Part (B) is mandatory:	
Total of Part(A)+Part(B)=	
Total Marks of Technical	**100**
Technical Qualification Criteria = 30 marks in Part-A and 40 in Part-B	**70**

Financial Bid Proposal.

Bidder must submit its financial proposal in accordance with the following format.

ITEM	Prices including all applicable taxes (PKR)
Software Licensing Fee (one time)	
Annual Maintenance and Renewal Fee (from second year)	
Total Amount:	
Successful vendor shall provide following services free of cost till the expiry of contract period of 5 years.	
Upgradation of software	
Software Implementation	
Training & Resource Mobilization	
Customization/Modification	
Onsite Support	
Resident Engineer for Onsite Support after successful implementation for 6 months	

Bidder must identify other software licenses as required for deployment of the solution. This cost will not impact the Grand total of the financial proposal.

ITEM	Prices including all applicable taxes (PKR)
Other Software/ Licenses required	

Award of Contract

Contract shall be awarded to lowest bidder, that qualified 30 marks in Part-A and 40 Marks in Part-B in technical evaluation, irrespective of ranking in technical evaluation.

TERMS & CONDITIONS

1. The Procurement shall be conducted in accordance with the Khyber Pakhtunkhwa Procurement Rules 2014 on **Single Stage Two Envelopes Procedure**.

2. Company seal / stamp must be fixed on the Proposal.

3. All the firms applied for the Tender must provide documents in line with the Mandatory requirements and should qualify the mandatory requirements. If any firm fails to qualify the mandatory requirements, bid shall be considered as nonresponsive bid.

4. Bidder shall submit their bid in to separate envelopes, clearly marked Technical Proposal and Financial Proposal.

5. Bids not complying with all the given clauses in this tender document are liable to be rejected.

6. Bid Security (any banking instrument excluding pay order) 3% of the total bid amount must be attached with financial proposal in separate sealed envelope in favor of The Bank of Khyber.

7. Successful Bidder shall provide 10% of bid amount performance guarantee (issue by schedule bank) in favour of the Bank of Khyber, before execution of contract. Other bid security shall be returned.

8. All prices quoted must be in PKR inclusive of all Taxes applicable, such as GST, Income Tax, etc.

9. The prices quoted shall remain valid for 90 days, after the date of opening the tender.

10. Other Province Revenue Authorities taxes shall be deducted, if applicable.

11. Delivery of software must be made within one month days of issuance of purchase order.

12. Failure to implement/complete assignment within specified time as per contract period may invoke cancellation of Purchase Order. In addition to that, three percent (3%) bid security or Performance Guarantee of 10% of bid amount shall be forfeited, whichever is available with Bank.

13. Successful bidder shall execute five years contract with locked prices for maintenance and renewal fee.

14. The Bank of Khyber will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

15. No negotiations and revised bids will be allowed.

16. Any bid submitted after due date and time will not be entertained.

17. Pre bid meeting will be held on 13 January 2020 at 10.30 at the Office of, Incharge Procurement Department, 29 A The Mall, Peshawar Cantt.

18. Bidders are required to submit sealed proposals to the office of the **In charge Procurement Department, The Bank of Khyber** on or before 28 January 2020. At 10.30 AM Tender Opening on same day at **11.00 AM** at 29-A The Mall, The Bank of Khyber, Peshawar.

19. This bid document terms and conditions shall prevail over the company's own standard terms and conditions.

20. Each Bidder shall give presentation on Part (B) Demo/Presentation of Technical Evaluation to Management of Bank, or their authorized officials.

21. No Conditional bid will be acceptable.

22. For any query, clarification regarding BID document contents, the applicants may send a written request at least 5 days prior to the opening date through registered posts/Courier Service Company.

23. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:

- Received without earnest money in shape of Call deposit;
- It is received after the date and time fixed for its receipt;
- The tender document and the bid is unsigned;
- The offer is ambiguous;
- The offer is conditional i.e. advance payment, or currency fluctuations etc.
- The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
- Hand written bids shall not be accepted; it must be typed.

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In-Charge Procurement
The Bank of Khyber
29-A,The Mall, Peshawar Cantt.
Phone No: 0915275352.

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Firm/Company Name:

Contract Person:

Email Address

Cell Number

Landline Number

Mailing Address

(On stamp paper without mentioning the Bid Amount)

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS,
WORKS & CONSULTING SERVICES, CONSULTANCY SERVICES

Contract No._____ Dated _____Contract Value: Contract Title: _____ ,
[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from The Bank of Khyber or any administrative subdivision or agency thereof or any other entity owned or controlled by The Bank of Khyber through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 The Bank of Khyber, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 The Bank of Khyber and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 rights and remedies available to The Bank of Khyber under any law, contract or other instrument, be voidable at the option of The Bank of Khyber.

Notwithstanding any rights and remedies exercised by the Bank of Khyber in this regard, [name of Supplier] agrees to indemnify The Bank of Khyber for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to The Bank of Khyber in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 The Bank of Khyber.

Name of Buyer: ……………… Name of Seller/Supplier: …………

Signature: ……………………[Seal] Signature: …………………………{Seal}

Notary Public:

(to be filled on Stamp paper dully attested from Notary public)

Fair Price Certificate
(TO BE ENCLOSED WITH BID DOCUMENT)

I/We, M/S
hereby certify that prices quoted by us against The Bank of Khyber, for the tender No.
are the lowest and most competitive as generally applicable to all other buyers and
or sold through our agents as per prevailing international market as on the date of
quote and if it is established at any stage that these were higher we shall be held
responsible and agree to pay immediately the differential to The Bank of Khyber.

SIGNATURE AND SEAL OF THE
BIDDER

(on stamp paper dully attested from notary public)

Undertaking, for Provision of Performance Guarantee

We M/s._____applying for BOK Tender No._____

_____, having tender opening

date _____, hereby under take that after announcement of company as successful bidder, we shall be bound to provide to the Bank of Khyber Rs._____ performance guarantee (issue by schedule Bank only) in favour of the Bank of Khyber, against this tender before execution of contract and purchase order.

Name of Seller/Supplier: …………

[Seal] Signature: ………………………… {Seal],

Notary Public: