



REQUEST FOR PROPOSALS (RFP)

Consultancy Services for the Computerization of the Securities and Exchange Commission – Ghana (SEC)

July 2018



Section 1: Letter of Invitation

Accra, Ghana, [date]

Dear Madam or Sir,

The Securities and Exchange Commission (SEC) – Ghana hereby invites you to submit a Proposal to this Request for Proposal (RFP) for:

Consultancy Services for the computerization of SEC

1. This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference (TOR) including technical evaluation criteria
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – General Terms and Conditions (attached herewith)

2. Your offer comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with the Data Sheet.
3. You are kindly requested to submit an acknowledgment letter to SEC via the following email procurement@sec.gov.gh or the following addressee and location:

Securities and Exchange Commission – Ghana, 30 3rd Circular Road, Cantonments,
Accra Ghana. Tel: 0203 768 970-2

Attention: **Consultancy Services for the computerization of SEC**

Deadline for submission: 17th August 2018, Time: 17:00 hrs. Accra, Ghana time

The letter should advise whether your company intends to submit a Proposal and if not, we would appreciate your kind indication of the reason, for our records.

4. Should you need further clarification, kindly communicate with the contact person indicated in the attached Bid Data Sheet duly assigned to handle all queries for this RFP

We look forward to your Proposal and thank you in advance for your interest in SEC procurement opportunities.

Yours sincerely,

Director General,
Securities and Exchange Commission, Ghana



Section 2: Instruction to Proposers

Definitions of Terms

- a) “*Contract*” refers to the agreement that will be signed by and between the SEC and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- c) “*Day*” refers to calendar day.
- d) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents which provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- e) “*LOI*” (Section 2 of the RFP) refers to the Letter of Invitation being sent by SEC to the Proposers.
- f) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- g) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by SEC.
- h) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by SEC for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- i) “*Services*” refers to the entire scope of tasks and deliverables requested by SEC under the RFP.
- j) “*Supplemental Information to the RFP*” refers to a written communication issued by SEC to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, before the deadline for the submission of Proposals.
- k) “*Terms of Reference*” (TOR) refers to the document included in RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.



A. GENERAL

1. SEC solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by SEC. However, whilst fully complying with the RFP requirements, Proposers are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.
2. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.
3. SEC will regard any Proposal submitted as an offer by the Proposer and not as an acceptance of an offer of any Proposal. This RFP does not commit SEC to award a contract.
4. A Proposer shall not be in any position of conflict of interest arising from their current or future work with respect to SEC. All Proposers found to have a conflict of interest shall be disqualified, unless such interest is declared to SEC in writing prior to the submission of a proposal. Proposers may be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 4.1 are or have been associated in the past, with a firm or any of its affiliates which have been engaged with SEC to provide services for the preparation of the design, specifications, Terms of Reference and other documents to be used for the procurement of the goods and services to be purchased in this selection process;
 - 4.2 were involved in the preparation and/or design of the assignment related to the services requested under this RFP;
 - 4.3 have owners, officers, directors, controlling shareholders, or key personnel who are related to SEC staff involved in procurement functions;
 - 4.4 submit more than one Proposal in this RFP, either as an individual entity, or through its membership with a joint venture/consortium/association that is also submitting a Proposal for the same contract.
 - 4.5 are found to be in conflict for any other reason, as may be established by, or at the discretion of, SEC.

B. CONTENTS OF PROPOSAL

5. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 5.1** Proposal Submission Covering Letter Form (see RFP Section 4);
- 5.2** Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5 and Data Sheet);
- 5.3** Technical Proposal (see prescribed form in RFP Section 6);
- 5.4** Financial Proposal (see prescribed form in RFP Section 7);
- 5.5** Any attachments and/or appendices to the Proposal.



6. Clarification of Proposal

Proposers may request a clarification of any of the RFP documents no later than 10th August 2018. Any request for clarification must be sent in writing, or by electronic means to the SEC address indicated in the **Data Sheet**. SEC will respond in writing or by electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

SEC shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of SEC to extend the submission date of the Proposals, unless SEC deems that such an extension is justified and necessary.

7. Amendment of Proposals

At any time prior to the deadline for submission of Proposals, SEC may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All Proposers who have provided confirmation of their intention to submit a Proposal will be notified in writing of all amendments to the RFP.

In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, SEC may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such extension.

C. PREPARATION OF PROPOSALS

8. Cost of Proposal

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. SEC shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

9. Language of Proposal

The Proposal, as well as all related correspondence exchanged by the Proposer and SEC shall be written in English.

10. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form furnished in Section 4 of the RFP.

11. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet**, the Proposer shall structure the Technical Proposal as follows:

11.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, a list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP Clause 15 for further details).

11.2 Proposed Methodology, Approach and Implementation Plan – in this



section you should explain your understanding of the objectives of the assignment, approach to the assignment, methodology for carrying out the activities and obtaining the expected deliverables. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach as specified in the Data sheet.

11.3 Work Plan - The consultant should propose and justify the main activities of the assignment, their content and duration, phasing and interrelations, milestones and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

11.4 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to SEC that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, SEC reserves the right to render the proposal non-responsive. Any substitution arising from unavoidable reasons shall be made only with the approval of SEC.

11.4 Other Information as may be relevant to the Proposal.

The Technical Proposal shall not include any financial information. A Technical Proposal containing any form of financial information that could lead to the determination of the price offer may be declared non-compliant.

12. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

13. Currency of Proposals

All prices shall be quoted in Ghanaian Cedi's (GHS)

14. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information



Forms. The documentary evidence of the Proposer's qualifications to perform the Contract, if the contract is awarded to the Proposer, shall be established to the SEC's satisfaction. This evidence shall include, and must demonstrate, the following:

- 14.1 that, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination; and
- 14.2 that the Proposer has the financial, technical, and production capability necessary to perform the Contract.

15. Joint Venture, Consortium or Association

SEC shall not consider any Proposal from Joint Ventures, Consortiums or Associations

16. Alternative Proposals

Alternative proposals will not be considered.

17. Period of Validity

Proposals shall remain valid for 120 Days as specified in the **Data Sheet**, commencing on the submission deadline **17th August 2018** also indicated in the **Data Sheet**. A Proposal valid for a shorter period shall be immediately rejected by SEC and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, SEC may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

D. SUBMISSION AND OPENING OF PROPOSALS

18. Submission and Opening of Proposals

18.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATED** and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope **MUST** also bear the name of the Proposer. The inner and outer envelopes shall:

- bear the name and address of the Proposer
- be addressed to SEC as specified in the **Data Sheet** and
- include a warning not to open before the time and date for proposal opening, as specified in the **Data Sheet**.

If all envelopes are not sealed and marked as required, SEC will assume no responsibility for the misplacement or premature opening of the Proposal.

18.2 Proposers must submit their Proposals by mail or by hand enclosing the original and each copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as "Original Proposal" and "Copy of



Proposal” as appropriate. The number of copies required shall be as specified in the **Data Sheet**. In the event of any discrepancy between them, the original shall govern. The original and copies of the Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The envelopes shall then be sealed in an outer envelope. A soft copy of the TECHNICAL PROPOSAL shall be enclosed in the envelope containing the Original TECHNICAL PROPOSAL.

19. Deadline for Submission of Proposals and Late Proposals

19.1 Proposals must be received by SEC at the address and no later than the date and time specified in the **Data Sheet**.

19.2 SEC shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by SEC after the deadline for submission of Proposals may be declared late, rejected, and returned unopened to the Proposer.

20. Withdrawal, Substitution, and Modification of Proposals

20.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in details the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by SEC, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. SEC shall not assume any responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding of the RFP.

20.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with RFP Clause 19, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by SEC prior to the deadline for submission and submitted in accordance with Clause 19 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.

20.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

20.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

21. Proposal Opening

21.1 SEC will open the Proposals in the presence of an ad-hoc committee formed by SEC.

21.2 The Proposers’ names, modifications, withdrawals, the presence or absence of documents, and such other details as SEC may consider appropriate, will be announced at the opening. No Proposal shall be



rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

E. EVALUATION AND COMPARISON OF PROPOSALS

22. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

22.1 Any effort by a Proposer to influence SEC in the examination, evaluation and comparison of the Proposals or contract award decisions may, at SEC's decision, result in the rejection of its Proposal.

22.2 In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with SEC for debriefing, but said debriefing shall be limited to the discussions of the strengths and weaknesses of the Proposal of said Proposer, and no information relating to the Proposal or rating of other Proposers may be discussed.

23. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, SEC may, at its discretion, ask any Proposer for a clarification of its Proposal.

SEC's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by SEC in the evaluation of the Proposals, in accordance with RFP Clause 28.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by SEC, shall not be considered during the review and evaluation of the Proposals.

24. Preliminary Examination of Proposals

SEC shall examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. SEC reserves the right to reject any Proposal after preliminary examination of Proposal, if SEC finds justifiable reason for such rejection, including but not limited to the discovery of significant or material deviation, conflict of interest, fraud, among others.

25. Evaluation of Proposals

25.1 SEC shall examine the Proposal to confirm that the Proposer without any deviation or reservation has accepted all terms and conditions under the SEC General Terms and Conditions and Special Conditions.

25.2 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered



non-responsive at this stage if it does not substantially respond to the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

25.3 In the second stage, only the Financial Proposal of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet**.

25.4 SEC reserves the right to invite semi-finalists (top 1-3) to make a “best and final offer” on their financial proposal.

25.5 SEC shall reserve the right to determine to its satisfaction the validity of information provided by the Proposer, through verification and reference checking, among other means that it deems appropriate, at any stage within the selection process.

26. **Responsiveness of Proposal**

26.1 SEC’s determination of a Proposal’s responsiveness is to be based on the contents of the Proposal itself.

26.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP without material deviation, reservation, or omission.

26.3 If a Proposal is not substantially responsive, it shall be rejected by SEC and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

27. **Nonconformities, Errors and Omissions**

27.1 Provided that a Proposal is substantially responsive, SEC may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.

27.2 Provided that a Proposal is substantially responsive, SEC may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

27.3 Provided that the Proposal is substantially responsive, SEC shall correct arithmetical errors on the following basis:

27.3.1 If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of SEC there is an obvious misplacement of the decimal point in the unit price, in which



case the line item total as quoted shall govern and the unit price shall be corrected;

- 27.3.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 27.3.3 if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.
- 27.3.4 If the Proposer does not accept the correction of errors made by SEC, its Proposal shall be rejected.

28. Fraud and Corruption

SEC implements a policy of zero tolerance on fraud and corrupt practices and is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against SEC as well as third parties involved in SEC activities.

F. AWARD OF CONTRACT

29. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

SEC reserves the right to accept or reject any Proposal, to render any or all Proposals as non-responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for SEC's action. SEC shall neither be obliged to award the contract to the lowest price offer.

30. Award Criteria

Prior to the expiration of proposal validity, SEC may award the Proposer, whose proposal offers best value for money being the proposal that has obtained the highest score based on the evaluation method indicated in the Data Sheet

31. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to SEC.

32. Proposer's Conference

When appropriate, a proposer's conference may be conducted at the date, time and location specified in the **Data Sheet**. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the SEC website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued as an amendment in the form of Supplemental Information to the RFP.

33. Vendor Protest

SEC vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. This procedure is not available to non-



responsive or untimely Proposers or those with rejected Proposals. In the event that you believe you have not received fair treatment, the following email provides further details regarding SEC vendor protest procedures: procurement@sec.gov.gh



Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instruction to Proposers and the Data Sheet, the provisions in the Data Sheet shall prevail.

Project Context :	SEC Request for Proposals (RFP)
Title of Services/Work:	Service for: Consultancy Services for the computerization of SEC
Language of the Proposal:	English
Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Not allowed
Conditions for Submitting Alternative Proposals	Shall not be considered
A pre-proposal conference will be held:	No
Proposal Submission Deadline	17th August 2018
Period of Proposal Validity commencing on the submission date	120 days
Proposal Security	Not required
Validity of Proposal Security	Not required
Proposal Prices shall be subjected to Taxation	Yes
Advanced Payment upon signing of contract	Yes
Liquidated Damages	Will be imposed in accordance with general terms & conditions in case of any delay.



Currency of Bid Proposal	Single Currency: Ghanaian Cedi's [GHS]
Deadline for submitting requests for clarifications/ questions	Date/deadline. 10th August 2018 17:00 GMT
Contact Details for submitting clarifications/questions	Focal Point in SEC : procurement@sec.gov.gh <u>Attn: Head of IT</u>
No. of copies of Proposal that must be submitted	ONE OUTER ENVELOPE TO INCLUDE: One Original and two copies (hard copies and a soft copy) of Technical Proposal in sealed separate envelope and including a CDROM or USB Stick of the technical proposal only; clearly labelled with RFP Name / RFP number, bidders' name. One Original and two copies (hard copies) of Financial Proposal in separately sealed envelope.
Proposal submission address	Originals Proposals to be delivered to: Director General, Securities and Exchange Commission Attn: Procurement 30, 3 rd Circular Road; Cantonments Accra, Ghana
Deadline of Submission	Date: 17th August 2018, Time: 10.00 hrs. Accra time
Procedures and conditions for electronic submissions of the Proposals	Not Allowed.
Required Documents that must be Submitted to Establish Qualification of Proposers.	<ul style="list-style-type: none"> • A valid Certificate of Registration. • The Latest Audited Financial statement must be submitted with the proposal. • Valid Tax Clearance certificate
Evaluation method to be used in selecting the most responsive Proposal	Combined scoring method, using 70%-30% distribution for technical and financial – respectively. (Details of the technical evaluation criteria are in Section 3).



The Technical evaluation will consist of four stages:

1. Stage 1: as indicated in (table A): ‘Mandatory Technical Requirements’ will be considered on a Pass or Fail basis – i.e. failure to comply with all these points will disqualify the bidder for Stage 2 evaluation. Please fill in table A, sign and stamp. Submit with proposals submission form. A word document is attached hereto to allow bidders to fill in the proper information.
2. Stage 2: shortlisted companies or individuals shall be invited to do a presentation on the proposed ideas suggested in their technical proposal.
3. Stage 3: the technical proposals shall be evaluated based on the criteria listed hereunder in table 1. The weight for this stage is 70%.
4. Stage 4: The Overall score is weighted 70% Technical and 30% Financial.



Stage 1
Table A
 ADMINISTRATIVE INFORMATION

Please complete this carefully.

Full legal name: (Certificate of registration to be provided)	
Full name and details of contact person:	Name: Telephone: E-mail:

MANDATORY TECHNICAL REQUIREMENTS

‘Mandatory Technical Requirements’ will be considered on a Pass or Fail basis – i.e. failure to comply with all these points will disqualify the bidder.

Any proposal failing to comply will be disqualified.

A minimum of 3 years of experience in providing Information Technology Consultancy Services. Please provide a valid certificate of registration or certification of 3 years’ experience.

A minimum of 3 years Information Systems Services Consultancy Contracts/Employment to Financial sector agencies, International agencies or governmental, (please use table C below to indicate these contracts)

A minimum of 3 references of current or previous customers for quality and reference check. (3 names with contact information to be submitted).



Table B FINANCIAL CAPACITY					
A statement of overall turnover / total revenues(2017) GHS:			Any information given here shall be treated only for assessment purposes and in full confidentiality		
Table C PROFESSIONAL CAPACITY					
General projects that were carried out over the past 5 years, including information on clients, project description and geographical location.					
Contract Description	Location	Client	Value GHS	Duration Years/Months	Status
Declaration: I, the undersigned, declare that the information given above: - is correct and true					
Authorized Signature					
Signature:					
Name:					
Title:					
Date:					

Note: **Any proposal without this table, signed and stamped will be disqualified.**



Evaluation of proposals

In order to assess best value for money, the technical evaluation of the RFP will be based on:

Technical Evaluation:

Table 1

List of attributes	Benchmark / evaluation criteria	Score
General and Years of experience of firms	[description]	20
Summaries of similar consultancy of projects	[description]	20
Availability of appropriate skills of proposed team	[description]	
Proposed Work Plan	Provide project management implementation plan, following the milestones proposed, and detailing duration of tasks and sub-tasks. Demonstrate understanding of SEC TOR objectives.	20
Presentation	Demonstrated capacity to handle such assignment.	10

Presentation:

Duration: 30 minutes presentation, 20 minutes questions (bidders will be given time and date).

The bidders are expected to prepare for delivering a presentation as per below criteria:

- An overview of the company profile and team.
- Understanding of the scope of work
- Proposed Work Plan outlining the approach to be used for the assignment.
- Technical knowledge in similar projects.
- Value additions to the TOR.



Section 3
TERMS OF REFERENCE
(TOR)
CONSULTANCY SERVICES FOR THE COMPUTERISATION OF THE SECURITIES AND
EXCHANGE COMMISSION

1.0 OBJECTIVE

The objective of the assignment is to assist the Securities and Exchange Commission (SEC) to undertake an assessment of existing information technology infrastructure (both hardware and software), to define an Information Technology(IT) strategy and corresponding architecture framework for the technology driven transformation of SEC. The consultant will define requirements for new systems (e.g. Regulatory Compliance System, Securities Exchange Surveillance System, Intranet Portal with Workflow Processing and Document Management capabilities). The Architecture will be defined from Business, Applications, Information, Infrastructure and Information Security perspectives, enabling SEC to build a world class IT environment. The consultant is also expected to develop a detailed roadmap and a cost model for the implementation of the proposed solutions.

2.0 SCOPE OF WORK:

The consultant is expected to carry out the following tasks:

1. The consultant is expected to develop an IT strategy through depth study of all available documents and data concerning the SEC laws, regulations, processes and systems.
2. Conduct direct interviews, meetings, workshops and discussions with all SEC departments, management and other stakeholders to assess realistically the needs and requirements of the direct beneficiaries of the proposed solutions.
3. Provide professional advice and share international best practices related with the functionalities and technical requirements of similar solutions in other jurisdictions.
4. Provide procurement support by preparing a detailed functional and non-functional requirements documentation for the development or acquisition of new systems to support SEC business operations.
5. Define a detailed technical infrastructure requirements covering: networks, hardware, hosting environment and Enterprise Systems Management capabilities to support the proposed systems.



6. Prepare a detailed implementation plan and realistic cost estimates for the proposed business solutions including services and training activities.
7. Provide project management guidance on implementation including Quality Assurance (QA) tests and procedures for the proposed solutions.
8. Shall assist the SEC in the preparation of bidding documents and evaluation of proposed vendors.

3.0 Expected Output and Deliverables

1. Information Technology Strategic Plan and Architecture Framework
2. Requirements documentation for the acquisition Financial Regulatory Compliance System.
3. Requirements document for the acquisition of Workflow processing system with document management capabilities.
4. Financial Regulatory Compliance System implemented and operational.
5. Workflow processing and document management systems operational.
7. Satisfactory project management and procurement support provided.
8. Upgraded and optimized network infrastructure, datacenter and ICT management aligned with industry standards.
9. Information security standards specified.

4.0 Contract Duration

The contract duration shall be for a period of **sixteen (16) weeks**.

- The Securities and Exchange Commission invites interested Individual consultants/Consultancy firms to submit their detailed proposals covering the points outlined in the TOR and accompanied by the following application documents to; procurement@sec.gov.gh or Securities and Exchange Commission 30 3rd Circular Road, Cantonments, Accra Ghana. Tel: 0203 768 970-2 on or before **10:00 GMT of 17th August 2018**
 - Acknowledgment letter and curriculum vitae (CV) for the required personnel.
 - A work plan and schedule for carrying out the consultancy with an expected commencement date.
- Your offer comprising of a Technical and Financial Proposal, in separate sealed envelopes, one (1) original and two (2) copies, should be submitted in accordance with the Data Sheet
- For further clarification, kindly send email to procurement@sec.gov.gh Attention; Head IT. The assigned person will handle all queries for this RFP.



Section 4: Proposal Submission Form

This form must be returned along with the submission signed and stamped from authorized person

To: Securities and Exchange Commission
Director General

Dear Sir/Madam:

We, the undersigned, hereby offer to provide consultancy services for the computerization of SEC. in accordance with your Request for Proposal dated **[INSERT DATE]** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and its General Terms and Conditions.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that SEC is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that SEC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____



Section 5. Proposer Eligibility and Qualifications

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>
3. Proposer's actual Country of Registration:
4. Proposer's Year of Registration: <i>[insert Proposer's year of registration]</i>
5. Proposer's Legal Address in Country of Registration: <i>[insert Proposer's legal address in country of registration]</i>
6. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none">• Articles of Incorporation or Registration of firm.• In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.



Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

SECTION 1: EXPERTISE OF INDIVIDUAL /FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm or individual submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organization / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)



Section 6: Technical Proposal Form (Cont'd)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

In this section you should explain your understanding of the objectives of the Assignment, approach to the Assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the assignment, keeping in mind the appropriateness to local conditions and project environment.

2.2. Work Plan: Indicate all main activities of the Assignment, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as SEC approvals.

Serial No.	Activity	Months [Duration]	Total Months

2.3. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.4. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the SEC and partners, including a reporting schedule.

2.5. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.6. Comments And Suggestions On The Terms Of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment such as deleting some activity you consider unnecessary.]

Such suggestions should be concise and to the point, and incorporated in your Proposal.]

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and undertaking this assignment. Include a team structure and justify the composition of team describing the relationship of key positions and designations.

3.2 Qualifications of Key Personnel: Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this assignment. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

No substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the SEC. If substitution is unavoidable it will be with a person who, in the opinion of the SEC project manager, is at least as experienced as the person being replaced, and subject to the approval of SEC. (No increase in costs will be considered as a result of any substitution.)



Section 7: Financial Proposal Form

A. Cost Breakdown Remuneration

The format shown below is required in preparing the Financial Proposal. The Proposers are requested to provide the overall cost breakdown for all remuneration based on the following format. SEC shall use the cost breakdown for the price evaluation and reasonability assessment purposes as well as the calculation of price for financial evaluation. SEC reserves the right to negotiate these prices or rates.

Serial No.	Name of staff	Position	Man Month Rates	Proposed Man Months	Total
1.	Key Professional staff	Team Leader			
2.	Support staff				
	Total				

Important Note:

- Professional staff are to be indicated by name.
- Support staff indicated by task.

B. Summary of cost

S.No	Description	Amount	Amount in words
1.			
2.			
3.			



Please also provide the following information:

Signature of Authorized person:

Date:

Stamp of bidder:



SECTION 8

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. DEFINITIONS

In these General Terms and Conditions for Professional Services (hereinafter referred to as “General Terms and Conditions”) the following definitions shall apply:

“SEC” means the Securities and Exchange Commission, Ghana.

“Contract” means the written agreement relating to the provision of Services entered into by the SEC and the Consultant and includes these General Terms and Conditions.

“Consultant” means the legal entity named in the Contract and with whom the Contract has been entered, or its successors.

“Parties” means the Consultant and the SEC collectively, and “Party” means either one of them.

“Services” means any service provided, or to be provided, to the SEC by the Consultant (or any of the Consultant sub-consultants) pursuant to or in connection with the Contract.

2. LEGAL STATUS

The Consultant shall be considered as having the legal status of an independent Consultant vis-à-vis the SEC. Neither the Consultant, and any subcontractor, nor any of their personnel shall be considered to be employees or agents of the SEC.

3. PAYMENT TERMS

(a) The SEC shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon the SEC's acceptance of the work specified in the Contract.

(b) The prices shown in the Contract cannot be increased except by express written agreement by the SEC. The SEC will not pay any charge for late payment unless expressly agreed to in writing.

4. CONSULTANT RESPONSIBILITY FOR EMPLOYEES AND ASSIGNMENT OF PERSONNEL

(a) The Consultant shall supervise and be responsible for the professional and technical competence of its employees and shall select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

(b) The Consultant shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the SEC or unless requested by the SEC. The SEC shall not unreasonably refuse or delay approval of any such withdrawal or replacement.

(c) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Consultant shall submit to the SEC for its consideration, the curriculum vitae or detailed justification to permit evaluation by the SEC of the impact which such assignment, replacement or withdrawal would



have on the Services.

(d) In the event of replacement or withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor's personnel shall be for the account of the Consultant. Such replacement or withdrawal shall not be considered as termination in part or in whole of the Contract.

5. SOURCE OF INSTRUCTIONS

The Consultant shall neither seek nor accept instructions from any authority external to the SEC in connection with the performance of its obligations under the Contract. The Consultant shall refrain from any action which may adversely affect the SEC and shall fulfil its commitments with the fullest regard to the interests of the SEC.

6. ASSIGNMENT AND INSOLVENCY

- (a) The Consultant shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of the SEC.
- (b) Should the Consultant become insolvent, adjudged bankrupt, or should control of the Consultant change by virtue of insolvency, the SEC may, without prejudice to any other rights or remedies, immediately terminate the Contract by giving the Consultant written notice of termination.

7. SUBCONTRACTING

In the event the Consultant requires the services of one or more subcontractors, the Consultant shall obtain the prior written approval of the SEC for all such subcontractor(s). The SEC's approval of a subcontractor shall not relieve the Consultant of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

8. INDEMNIFICATION

The Consultant shall indemnify, hold and save harmless and defend at its own expense the SEC, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Consultant or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation, product liability and to liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Consultant shall provide and thereafter maintain all appropriate workers compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, bodily injury or death arising from or in connection with the implementation of the Contract.
- (b) The Consultant shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
- (c) The Consultant shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from or in connection with the implementation of the Contract or from the operation of any vehicles, boats, airplanes and other equipment owned or leased by the Consultant or its agents, servants, employees or subcontractors performing work or services in connection with the Contract.
- (d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
 - (i) Name the SEC as additional beneficiary (additional insured);
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the SEC;
 - (iii) Provide that the SEC shall receive thirty (30) days written notice from the insurers prior to any



cancellation or change of coverage.

(e) The Consultant shall, upon request, provide the SEC with satisfactory evidence of the insurance required under this Article.

(f) The Consultant acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES/LIENS

The Consultant shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the SEC against any monies due or to become due for any Services provided under the Contract, or by reason of any other claim or demand against the Consultant.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by the SEC shall rest with the SEC and any such equipment shall be returned to the SEC at the conclusion of the Contract or when no longer needed. Such equipment, when returned shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear, and the Consultant shall be liable to compensate the SEC for any damage or degradation of the equipment that is beyond normal wear and tear.

13. OBSERVANCE OF THE LAW

The Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the Contract.

14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

(a) Except as otherwise expressly provided in the Contract, the SEC shall be entitled to all intellectual property and other property rights, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced, prepared or collected in consequence or in the course of the execution of the Contract. At the request of the SEC, the Consultant shall take all necessary steps, prepare and process all necessary documents and assist in securing such proprietary rights and transferring them to the SEC in compliance with the requirements of the applicable law.

(b) To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Consultant:

(i) that pre-existed the performance by the Consultant of its obligations under the Contract, or

(ii) that the Consultant may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the SEC does not and shall not claim any ownership interest thereto, and the Consultant grants to the SEC a non-exclusive, perpetual and irrevocable license to use such intellectual property or other proprietary right.

15. CONFIDENTIALITY

(a) All technical, financial or other documentation and data, information and any other materials the Consultant compiled for or received from the SEC under the Contract shall be treated as confidential and shall be delivered only to the SEC's authorised officials on completion of the work or services or as requested by the SEC.

(b) The Consultant may not communicate at any time to any other person, Government or authority external to the SEC, any information known to it by reason of its association with the SEC which has not



been made public except with the authorisation of the SEC, nor shall the Consultant at any time use such information to private advantage. These obligations do not lapse upon termination of the Contract.

16. USE OF NAME, EMBLEM, OR OFFICIAL SEAL OF THE SEC

The Consultant shall not advertise or otherwise make public for purposes of commercial advantage that it is a Consultant of the SEC, nor shall the Consultant, in any manner whatsoever, use the name, emblem or official seal of the SEC or any abbreviation of the name of the SEC in connection with its business or otherwise, without the prior written approval by the SEC. These obligations do not lapse upon termination of the Contract.

17. FORCE MAJEURE

(a) Force majeure as used herein shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Consultant.

(b) In the event of or as soon as possible after the occurrence of any cause constituting force majeure, the Consultant shall give notice and full particulars in writing to the SEC of such occurrence if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Consultant shall also notify the SEC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the Consultant's performance under the Contract. Upon receipt of the notice required under this Article, the SEC shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Consultant of a reasonable extension of time in which to perform its obligations under the Contract.

(c) If the Consultant is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the SEC shall have the right to terminate the Contract on the same terms and conditions as are provided for in Article 19 ("Termination") of these General Terms and Conditions, except that the period of notice may be seven (7) days instead of thirty (30) days.

18. AMENDMENT

Except as otherwise expressly provided in the Contract, the provisions of the Contract and the annexes thereto may be amended or supplemented only by means of a written agreement signed by all of the Parties or their authorised representatives.

19. TERMINATION

(a) The SEC may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Consultant. The initiation of arbitral proceedings in accordance with Article 20 ("Settlement of Disputes") of these General Terms and Conditions shall not be deemed a termination of the Contract.

(b) The SEC may terminate forthwith the Contract at any time should the funding for the SEC be curtailed or terminated, in which case the Contractor shall be reimbursed by the SEC for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

(c) In the event of termination by the SEC, no payment shall be due from the SEC to the Consultant except for work and services satisfactorily performed and accepted by the SEC in accordance with the express terms of the Contract.

(d) Should the Contractor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Consultant, the SEC may, without prejudice to any other right or remedy it may have under the Contract terminate the Contract forthwith. The Consultant shall immediately inform the SEC of the occurrence of any of the above events.



20. SETTLEMENT OF DISPUTES

(a) Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties.

(b) Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 20(a) above (“Amicable Settlement”), within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages, nor to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

21. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the SEC.