



Utility Stores Corporation of Pakistan (USC)

Tender Document

For

Consultation Services for Monitoring, Evaluation & Validation of Next Generation Point of Sale System & End-to-end Data Connectivity

Of Utility Stores Locations Nationwide

Date of Issue: March 27, 2021

Date of Submission: April 14, 2021 till 11:00 am

**USCs Corporation of Pakistan (Pvt) Ltd, Head Office,
Plot No. 2039, F-7/G-7 Jinnah Avenue, Blue Area, Islamabad**

Phone: 051-9245047

www.usc.org.pk

Table of Contents

1.	Introduction.....	4
2.	Invitation to Bid.....	4
2.1.	Rules to be followed.....	4
2.2.	Mode of Advertisement.....	4
2.3.	Type of Open Competitive Bidding.....	4
3.	Instructions to Bidders.....	5
4.	Definitions.....	6
5.	Interpretations.....	6
6.	Notice.....	7
7.	Eligibility Criteria.....	7
7.1.	For Bidder(s).....	7
7.2.	For Bidder's Proposed Consultant(s).....	8
8.	Technical Proposal Evaluation Criteria.....	8
8.1.	Expertise & Capability of Bidder.....	8
8.2.	Proposed Work Plan & Approach Methodology.....	9
8.3.	Resource Plan & Competencies of Key Personnel.....	9
9.	Financial Proposal Evaluation Criteria.....	10
10.	Bid Evaluation Process.....	10
11.	Terms of Reference (ToR).....	10
11.1.	Scope of Engagement.....	10
11.2.	Tasks & Deliverables.....	12
12.	Tender Cost.....	12
13.	Tender Security.....	12
14.	Tender Validity.....	13
15.	Clarification of the Tender Document.....	13
16.	Amendment of the Tender Document.....	13
17.	Preparation/Submission of Tender.....	13
18.	Technical Proposal.....	15
19.	Financial Proposal.....	16
20.	Opening of the Tender.....	16
21.	Clarification from the Bidder.....	16
22.	Determination of Responsiveness of the Tender.....	17
23.	Bid Evaluation.....	17
24.	Correction of errors/Amendment of Tender.....	17
25.	Rejection/Acceptance of the Tender.....	18
26.	Award Criteria.....	18

27.	Acceptance Letter (Letter of Intent).....	18
28.	Redressal of Grievances by the Procuring Agency.....	19
29.	Delivery Time	19
30.	Payment Terms	19
	Annexure A	20
	Technical Proposal Submission Form.....	20
	Annexure B	21
	Undertaking.....	21
	Annexure D	22
	Financial Proposal Submission Form.....	22

1. Introduction

Utility Stores Corporation of Pakistan (USC) was founded in 1971 by taking 20 retail outlets from Staff Welfare Organization. The USC has evolved over the years into an organization which has its network from Sust to Gwadar. The USC has a network of retail stores all over Pakistan. This network is structured into 9 Zones and 65 Regions. The USC has its own Supply Chain Management System, Warehouses and Procurement System. Due to its large and expansive procurement system, the Corporation retails a large number of items on price lower than the open market. The USC also delivers Ramadan Relief Package and helps Government in management of Food Crisis situation and supplies food ration packages to disaster hit areas on the direction of Government.

The USC is committed to provide clean, graded, hygienically fit, unadulterated genuine food and non-food items to the public since its inception.

2. Invitation to Bid

Utility Stores Corporation of Pakistan invites sealed bids from reputed consulting firms registered with Income Tax and Sale Tax Departments and on Active Taxpayers List of FBR, for the monitoring, evaluation and validation of Next Generation Point of Sale System and end-to-end data connectivity along with platform hosting services being deployed by selected vendor at Utility Stores locations nationwide.

2.1. Rules to be followed

Public Procurement Rules, 2004 shall be followed in this procurement activity, which can be obtained from PPRA website i.e. www.ppra.org.pk. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the PPRA Rules, 2004.

2.2. Mode of Advertisement

As per Rule 12(2) & Rule 12(3) of PPRA Rules, 2004, the tender notice has been published in two daily newspapers as well as placed on PPRA's website i.e. www.ppra.org.pk and USC website i.e. www.usc.org.pk.

The bidding document carrying all details can also be obtained from USC Head Office on payment of Rs.5,000/- through pay order in favor of Utility Stores Corporation of Pakistan, Islamabad as non-refundable bid documents fee for each set or it can be downloaded free of cost from USC website www.usc.org.pk & PPRA Website www.ppra.org.pk.

2.3. Type of Open Competitive Bidding

As per Rule 36(b) of PPRA Rules, 2004, Single Stage – Two Envelope Procedure as detailed below shall be followed:

Single Stage – Two Envelope Procedure

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- ii. The envelopes shall be marked as "FINANCIALPROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;

- iii. The bid shall include one hardcopy each and soft copies of the Technical Proposal and the Financial Proposals, with the original Technical and Financial Proposal hardcopies respectively;
- iv. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- v. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- vi. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- vii. The technical proposals shall be evaluated for compliance to technical requirement of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- viii. During the technical evaluation no amendments in the technical proposal shall be permitted;
- ix. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the Bidders in advance;
- x. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective Bidders; and
- xi. Combined evaluation of Technical and Financial proposal shall follow and the applicant with the winning proposal will be accepted.
- xii. As authority competent to accept the tender, Utility Stores reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

In accordance with these rules, interested companies (hereinafter referred to as “Bidders”) applying for bids should submit their **Technical Bid and Financial Bid in two separate envelopes** duly marked as per instructions.

3. Instructions to Bidders

- 3.1. All bids must be accompanied with the Tender/Bid Security in favor of “**Utility Stores Corporation of Pakistan, Islamabad**”. The bids along with tender security must be delivered into the Tender Box, placed at reception of Utility Stores Corporation of Pakistan Head Office, Islamabad on or before the closing date and time as mentioned in tender notice. The Technical bids will be publicly opened in the Committee Room of Utility Stores Corporation of Pakistan, Plot No. 2039, F-7/G-7 Jinnah Avenue, Blue Area, Islamabad on date & time as mentioned in the tender notice.
- 3.2. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the tender items must be received in writing to the USC within the first five (5) days from the date of Tender advertisement. Any query received after that period shall not be entertained.
- 3.3. Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the Bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

- 3.4. The USC will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of bids.
- 3.5. The USC reserves the right to cancel the tender, accept or reject one or all bids under Rule 33 of the PPRA Rules, 2004.
- 3.6. Failure to supply required items/services within the specified time period will invoke penalty as specified in this tender document.
- 3.7. The primary contact for all correspondence in relation to this bid is as follows:

General Manager (IT)
Utility Stores Corporation of Pakistan (Pvt) Ltd, Head office,
Plot No. 2039, F-7/G-7 Jinnah Avenue, Blue Area, Islamabad
Phone: 051-9245047
Email: gmit@usc.org.pk

4. Definitions

- 4.1. "Authorized Representative" means any representative appointed, from time to time, by USC or the Bidder.
- 4.2. "Bidder" means the Firm/Company that may provide or provides the consultancy services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 4.3. "Consultant" means the representative of the successful Bidder who will be leading the project.
- 4.4. "Day" means calendar day.
- 4.5. "M&E Services" means monitoring and evaluation services.
- 4.6. "POS" means Point of Sale system being deployed at USC.
- 4.7. "Tender/Bid Security" means Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of USC. This is to be commensurate with 2% of the total bid amount.
- 4.8. "Site" means the land or locations, buildings and other wherein and upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the site.
- 4.9. "Tender Document" means Tender documents issued by USC for invitation of Bids/Tenders along with subsequent amendments and clarifications.
- 4.10. "USC" means Utility Stores Corporation or any other person for the time being or from time to time duly appointed in writing by USC to act as its representative for the purposes of the project.
- 4.11. "Vendor" means the representatives of the organization(s) awarded the contract for implementing the POS solution and providing end-to-end data connectivity at defined USC sites.

5. Interpretations

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular or so include the plural and vice versa where the context requires. Words importing one gender also include other gender.

6. Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Bidder and USC, the same shall be:

- i. in writing;
- ii. issued within reasonable time;
- iii. served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- iv. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

7. Eligibility Criteria

7.1. For Bidder(s)

Bidder(s) must comply to the below mentioned clauses to be eligible to participate in the bidding process.

- i. The Bidder shall be a Company/Firm/or a Consortium of Firms (Maximum of two) and shall have a registered office in Pakistan.
- ii. The Bidder/Lead Bidder must have nationwide presence in all provinces (minimum 3 provinces, for the purpose of this clause the GB, AJK and ICT be treated separately. Proof of offices and presence shall be furnished as part of the bid.
- iii. The Lead bidder and Joint Venture/Consortium Partner must provide Audited Financial reports for last 3 years.
- iv. The Lead Bidder shall be a Category-A of panel of Auditors (Validators) of SBP and shall possess satisfactory QCR rating of the ICAP, concerning the performance credibility.
- v. Lead bidder and/or Joint Venture/Consortium Partner should have required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- vi. Conforms to the clause of "Responsiveness of Bid" given hereunder in the Tender document.
- vii. Lead bidder and Joint Venture/Consortium Partner name must be on Active Taxpayers List (ATL) of FBR for Income tax and sales tax as on the date of bid submission and onwards, throughout the project tenure in compliance to the Eligible Bidders (Tax Compliance) Regulations, 2015.
- viii. Lead bidder and Joint Venture/Consortium Partner shall provide an affidavit (duly attested by oath commissioner on a stamp paper of PKR 20) that the Bidder has not been declared blacklisted by any Government/Semi-Government institution.
- ix. The Lead bidder and/or Joint Venture/Consortium Partner shall have at least project management, monitoring and evaluation resources having technical background onboard for carrying out the project with immediate effect.
- x. The Lead bidder and/or Joint Venture/Consortium Partner should have experience of conducting at least one similar assignments / nationwide monitoring and evaluation assignment.
- xi. The Lead Bidder or Joint Venture Partner should have a minimum of one past experiences of providing monitoring, evaluation and validation on projects with more than 500 sites in a single project

7.2. For Bidder's Proposed Consultant(s)

- i. The Lead Consultant(s) should have experience of conducting at least two similar assignments in individual and/or organizational capacity.
- ii. The Lead Consultant(s) should have experience of providing monitoring, evaluation and validation on projects with more than 1,000 sites in a single project.
- iii. The Consultant(s) should fulfill the educational requirements set forth in the section "Technical Proposal Evaluation Criteria".

8. Technical Proposal Evaluation Criteria

The evaluation of the Technical Proposal shall be based on the following criteria;

Sr. No.	Criteria	Points Obtainable
1.	Expertise & Capability of Bidder	40 points
2.	Proposed Work Plan & Approach Methodology	20 points
3.	Resource Plan & Competencies of Key Personnel	40 points
	TOTAL	100 points

8.1. Expertise & Capability of Bidder

Sr. No.	Criteria	Points Obtainable
1.	Organizational Architecture	15 points
a.	Officially registered legal entity eligible of the assignment (Company/Firm registration and other supporting documents need to be attached to the proposal). Lead bidder and Joint Venture/Consortium Partners	10 points
b.	The Bidder should have a well-developed framework through which to deliver its vision and strategy and ensure effective business processes and should have presence in at least four (04) provinces. Lead bidder OR Joint Venture/Consortium Partners	5 points
2.	Financial Capacity	10 points
a.	The Bidder should demonstrate strong financial capacity and reliability to deliver the activities described in the TOR. Lead bidder OR Joint Venture/Consortium Partners	5 points
b.	The Lead Bidder should be in sound financial condition based on the financial documentation and information furnished in their proposal which should not show any financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment history.	5 points
3.	Relevant Work Experience	20 points
a.	Capability of delivering similar monitoring, evaluation and validation projects nationwide. Lead bidder OR Joint Venture/Consortium Partners 1,000 and above sites in a single project = 10 Points Between 500 and 999 sites in a single project = 5 Points Between 100 and 499 sites in a single project = 2 Points Less than 100 sites = 0 Point	10 points

b.	Proven experience in delivering similar services. Reference evidence for at least two relevant projects implemented in the past three years. Lead bidder OR Joint Venture/Consortium Partners	5 points
Total		40 points

8.2. Proposed Work Plan & Approach Methodology

Sr. No.	Criteria	Points Obtainable
1.	Analysis Approach & Methodology	20 points
a.	The Bidder understands USC's POS and connectivity project and adherence to TOR. The task is well understood, properly addressed and correspond to this Tender's requirements, aspects of the task in question are addressed in sufficient detail.	15 Points
b.	Efficient and realistic work plan corresponding to the needs/specifics and actions stipulated in the ToR (sequence of activities is realistic and will ensure effective implementation of the work plan in compliance with the defined time frame)	5 Points
Total		20 points

8.3. Resource Plan & Competencies of Key Personnel

Sr. No.	Criteria	Points Obtainable
1.	Project Director	15 points
a.	Education: Minimum Master's Degree in Management, Information Technology or Computer Science.	
b.	Minimum of 15 years of professional experience of working in strategic planning, monitoring, evaluation and validation, including developing the M&E frameworks.	
c.	Experience of conducting the similar assignments, services on national level including for governmental agencies, private sectors and international organizations.	
2.	Project Manager (2.5 Points per resource)	10 points
a.	Education: Minimum Bachelor's Degree in Management Sciences, Information Technology or Computer Science	
b.	Minimum 10 years of experience of working developing and executing the monitoring, evaluation and validation projects for organizations, companies, etc. including development of the M&E plans, frameworks.	
3.	M&E Field Staff (1.5 Point per 10 resources)	15 points
a.	Education: Minimum Technical Diploma/Certification in Computer Hardware or Software or Bachelors/equivalent with demonstrated experience in M&E studies.	
Total		40 points

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 100 points for the Technical Proposal.

9. Financial Proposal Evaluation Criteria

- 9.1. Once the technical proposal(s) evaluation is completed, the non-qualifying bidder(s) will be considered nonresponsive to the Tender and will be notified indicating that their Financial Proposals will be returned unopened, after the completion of selection process.
- 9.2. Simultaneously, the successful bidder(s) will also be notified that they have secured the minimum qualifying marks, indicating the date and time set for opening their already submitted Financial Proposals.
- 9.3. The opening date shall be informed in advance through courier letter/electronic mail/ facsimile etc. The list of successful applicants of technical evaluation shall also be uploaded on the USC website.
- 9.4. The Financial Proposals shall be opened in the presence of the authorized representatives of the technically qualified Bidder(s) who choose to attend.
- 9.5. The bid shall be awarded on Quality and Cost based Selection (QCBS) taking into account the quality of the proposal and cost of the Services. Technical Bids will carry 70 % weightage and Financials bids will carry 30% weightage under QCBS selection process.
- 9.6. Thereafter, Bidder(s) will be evaluated based on the following criteria for declaring the most competitive solution technically and financially.

10. Bid Evaluation Process

10.1 Final Evaluation Proposal would be ranked according to their Final Score arrived at by combining Technical and Financial Score as follows:

- a. Weightage for the Technical Proposals is 70%
Firm's Score = (Points Obtained/Total Points) * 70
- b. Weightage for the Financial Proposal is 30%
Firm's Score = (Minimum Bid Value/Bid in Consideration) * 30
- c. Final Score = Technical Score + Financial Score

10.2 The firm achieving the highest Final Score will be declared the successful bidder and will be invited for the contract finalization.

11. Terms of Reference (ToR)

11.1. Scope of Engagement

In order to modernize its Point Of Sales systems, USC is deploying Next Generation Point of Sales solution. USC stores will be modernized and connected to the Data Center; whereas each site will be monitored by IP based CCTV Cameras. The vendors will be selected through Tender which is already in process.

The purpose of this Tender is to identify a qualified and experienced successful Bidder to render consultancy services for Monitoring, Evaluation and Validation of POS (hardware, software) solution, connectivity (end to end) of Data centers and CCTV systems.

Total Number of POS sites are 4150 with 75 regional offices for Internet connectivity, Each POS site will consist of an IP Camera and Power systems, Regional office will host the Monitoring and cloud servers together with firewalls.

The successful Bidder shall carry out the following work:

11.1.1. Provide Overall Project M&E Services

- i. Draft and submit an M&E tools and field rollout plan within fifteen (15) days of award. The successful Consultant shall provide separate plan for Point of Sale system (POS) and data connectivity solution.
- ii. Formulate a set of key performance indicators and means of assessment against these indicators for project activities to be monitored.
- iii. Attend all project meetings with stakeholders i.e. kick off meetings, technical clarification meetings, Project Progress Meetings, Conflict Resolution meetings, trainings and system Handover meeting.

11.1.2. Project Monitoring Services

- i. Monitor and evaluate the implementation of project activities and their impacts.
- ii. It is the responsibility of the Consultant(s) to obtain all pertinent information and other data as shall be necessary and liaise with the Vendor and any other third parties to carry out his obligations under this Tender.
- iii. Conduct fortnightly meetings with the vendor(s) for monitoring progress.
- iv. Define and document mechanism for escalation in case of any variation or issue during the implementation by vendor(s).
- v. Submit monitoring report covering the progress, quality aspects, and adherence to specification and execution issues, if any.

11.1.3. Project Evaluation Services

- i. The Consultant will be responsible to evaluate the test protocols submitted by the vendors, the consultant will process the approval of testing documents with approval of Utility stores project director.
- ii. The Consultant will prepare a testing plan and will conduct the tests during rollout.
- iii. The Consultant shall perform shipment inspection after equipment delivery and submit report.
- iv. Evaluate Training material provided by the Vendor.
- v. Evaluate Implementation team.
- vi. The Consultant shall conduct snap checking of onsite installation process.
- vii. Integration of equipment and connectivity shall be tested and evaluated.

11.1.4. Project Validation Services

- i. The Consultant will be responsible to reconcile the delivered equipment against the signed BOQ.
- ii. The Consultant shall ensure that all materials, products and / or equipment specified for use on the Project have been proven satisfactorily for commercial use.
- iii. The Consultant shall ensure validation of Project Implementation plan and Responsibility Matrix.
- iv. Validation of Acceptance Test Procedures
- v. Onsite equipment, installation, testing validation
- vi. The Consultant shall review and reference the technical specification(s) and Scope of work defined by USC for validation purposes. The technical proposal submitted by the vendor against this project shall also be referenced for verification.
- vii. The Consultant shall propose recommendations about project modalities to ensure achievement of envisaged objectives.

11.2. Tasks & Deliverables

Sr. No.	Deliverable
1.	Submit detailed Monitoring & Evaluation plan
2.	Weekly reports on the project progress
3.	Acceptance Test Procedures
4.	UAT Plans and signed test results (per site)
5.	Quality Inspection Report (per site)
6.	Project Handover Report

12. Tender Cost

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the USC shall in no case be responsible / liable for those costs / expenses, regardless of the conduct or outcome of the bidding process.

13. Tender/Bid Security

3.1. The Bidder shall furnish the Tender/Bid Security as under:

3.1.1. As part of financial bid envelope, failing which will cause rejection of bid.

3.1.2. Bid security should be in the form of Bank Guarantee, Pay Order or Demand Draft in favor of Utility Stores Cooperation of Pakistan, issued by bank operating in Pakistan, for a sum equivalent to 02% of the Total Tender Price/value;

3.1.3. Denominated in Pak Rupees;

3.2. The proceeds of the Tender/Bid Security shall be payable to USC, on the occurrence of any /all of the following conditions:

- 3.2.1. If the Bidder withdraws the Tender during the period of the Tender validity.
- 3.2.2. If the Bidder does not accept the corrections of his Total Tender Price; or
- 3.2.3. If the Bidder found of making any false statement in the tender to influence/ mislead USC.
- 3.3. The Tender security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid while the unsuccessful Bidders of financial bid will be returned the tender security only.
- 3.4. Tender/Bid Security of technically qualified Bidder(s) will be released within thirty (30) days of the signing of the contract with the successful Bidder. However, bid security of the Bidder(s) technically disqualified on the basis of Clause 12.2 of this Tender shall be forfeited.

14. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. USC may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Tender security.

15. Clarification of the Tender Document

The prospective Bidders may solicit clarification of the Tender Document at gmit@usc.org.pk, within five (5) days of issuance of tender in writing. The clarification and its replies will be shared with all prospective Bidders through their official emails. Late and irrelevant queries will not be entertained.

16. Amendment of the Tender Document

- 16.1. USC may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All such amendment(s)/ addendum(s) shall be deemed part of the Tender Document and binding on the Bidder(s).
- 16.2. USC shall notify the amendment(s)/ addendums in writing to the prospective Bidders.
- 16.3. USC may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the USC and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

17. Preparation/Submission of Tender

- 17.1. The Tender and all documents relating to the Tender, exchanged between the Bidder and the USC, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 17.2. The Tender shall be filed in / accompanied by the prescribed Forms, annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.

17.3. The Tender shall be in two parts i.e. the Technical Proposal and the Financial Proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

17.4. Bidder shall seal the Original Technical and Financial Proposal in an envelope duly marked as under :

Original Technical or Financial Tender for
Tender Name. [Number of Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

17.5. The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for
Tender Name. [Name of Tender]

Strictly Confidential
Open on [Last Date of submission of the Tender]
[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

17.6. The Bidder shall enclose soft copies of the Technical Proposal and the Financial Proposals, with the original Technical and Financial Proposal respectively, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

17.7. This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

17.8. USC requires that the Bidder, under its contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Purchaser defines, for this provision, the terms set forth below as follows:

17.8.1. "Coercive practice": is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party improperly;

17.8.2. "Collusive practice": is an arrangement between two or more parties designed to achieve an improper purpose, including to influence the actions of another party improperly;

17.8.3. "Corrupt practice": is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of another party improperly.

17.8.4. "Fraudulent practice": is any act or omission, including a misrepresentation, which knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

17.8.5. "Obstructive practice": is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede USF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

17.9. USC shall reject award of contract if it determines that the Bidder has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

18. Technical Proposal

18.1. The Technical Proposal shall comprise the following, without quoting the price:

18.2. Technical Proposal Form (**Annexure-A**)

18.3. Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed) (**Annexure-B**)

18.4. Valid Registration Certificate for Income Tax & Sales Tax.

18.5. Income Tax & Sales Tax Returns for the last three (03) tax years.

18.6. Audited financial reports for the last three (03) years.

18.7. Power of Attorney, if an authorized representative is appointed.

18.8. Company's Profile and Technical Expertise as follows:

- Company history, background
- Registered offices within Pakistan and abroad
- Areas of specialization
- Experience in projects of the relevant field with project value
- Other projects
- References

18.9. Consultant's Profile and Technical Expertise as follows:

- Consultant profile 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.
- Experience in projects which are related or similar in nature to the requirements of the Tender with special focus on the no. of sites

18.10. Proposed Methodology, Approach and Implementation Plan – this section should demonstrate

the Bidder's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the set timeline.

18.11. Compliance against each clause and sub-clause of Tender, cross linked with the submitted Technical Proposal must be attached as defined in **Annexure C**. Following conventions shall be used in the compliance checklist;

- i. Fully Complied (FC)
- ii. Partially Complied (PC)
- iii. Not Complied (NC)
- iv. In case of "Partially Complied" or "Not Complied", the bidder shall provide full details of such deviation with complete details of any alternative arrangement offered.
- v. "Not Complied" to any clause, sub clause may lead to disqualification.
- vi. If certain clause(s)/ sub-clause(s) are missed or left unattended in the Compliance statement, such clause(s)/ sub-clause(s) shall be considered as not complied by the Bidder.

19. Financial Proposal

19.1. The Financial Proposal shall be prepared using the attached Financial Proposal form (**Annexure-D**).

19.2. 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.

20. Opening of the Tender

20.1. Tenders shall be opened, at the given place, time and date, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation.

20.2. The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as USC may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

21. Clarification from the Bidder

USC shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of USC.

22. Determination of Responsiveness of the Tender

- 22.1. USC shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 22.1.1. meets the eligibility criteria for the Bidder / the Consultant;
 - 22.1.2. meets the Terms of Reference for the Services;
 - 22.1.3. meets the delivery period for the Services;
 - 22.1.4. is accompanied by the required Tender/Bid Security as part of financial bid envelope;
 - 22.1.5. is otherwise complete and generally in order;
 - 22.1.6. conforms to all terms and conditions of the Tender Document, without material deviation or reservation;
- 22.2. A material deviation or reservation is one which affects the ToR, quality or performance of the Services or limits USC's rights or the Bidder's obligations under the terms defined in this Tender.
- 22.3. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, USC may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

23. Bid Evaluation

- 23.1. The bids will be evaluated in two steps. The first step would ensure that mandatory requirements are met by the Bidder. In the second step financial proposals of only those firms which are technically qualified will be evaluated.
- 23.2. The bids will be evaluated in a manner prescribed above, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said clauses.
- 23.3. The weightage given to the Technical and Financial Proposal are:
- Technical Proposal: 70%
 - Financial Proposal: 30%

24. Correction of errors/Amendment of Tender

- 24.1. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 24.1.1. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern. In case no total price is available, in such case amount in figures shall be considered.
 - 24.1.2. If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 24.1.3. If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

- 24.2. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder.
- 24.3. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

25.Rejection/Acceptance of the Tender

- 25.1. USC shall have the right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the process at any time prior to award of Contract, under PPRA Rules, 2004, and without thereby incurring any liability to the Bidder and the decision of USC shall be final.
- 25.2. The Tender shall be rejected if it is:
- 25.2.1.Substantially non-responsive; or
 - 25.2.2.Submitted in other than prescribed manner, forms, annexes, schedules, charts, drawings, documents/ by other than specified mode; or
 - 25.2.3.Incomplete, un-sealed, un-signed, partial, conditional, alternative, late; or
 - 25.2.4.Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 25.2.5.The Bidder refuses to accept the corrected Total Tender Price; or
 - 25.2.6.The Bidder has conflict of interest with USC; or
 - 25.2.7.The Bidder tries to influence the Tender evaluation/Contract award; or
 - 25.2.8.The Bidder engages in corrupt or fraudulent practices during the whole process.
 - 25.2.9.There is any discrepancy between bidding documents and Bidder's proposal i.e. any nonconformity or inconsistency or informality or irregularity in the submitted bid.
 - 25.2.10. The Bidder submits any financial conditions as part of its bid which are not in conformity with the tender document.

26. Award Criteria

- 26.1. The Bidder fulfilling mandatory requirements and technical qualification criteria shall stand qualified technically.
- 26.2. The Financial proposals of technically qualified Bidders will be evaluated for conformity to the "Terms of Reference".
- 26.3. The final selection shall be made on the basis of given technical and financial weightage criteria.

27.Acceptance Letter (Letter of Intent)

USC shall, send the Acceptance Letter (Letter of Intent) to the successful Bidder, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract. However, USC reserves exclusive rights to cancel/annul or amend the Letter of Intent at any time without giving any reason thereof.

28. Redressal of Grievances by the Procuring Agency

- 28.1. All grievances shall be settled as per PPRA, Rules, 2004 by the Grievances Committee.
- 28.2. Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report under rule 35 of PPRA Rules, 2004.
- 28.3. The committee shall investigate and decide upon the complaint within fifteen days (15) of the receipt of the complaint.
- 28.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

29. Delivery Time

The successful Bidder shall be required to deliver the project six (06) months from the date of Contract Signing.

30. Payment Terms

The payment shall be milestone based and is described below:

Sr. No	Milestone	Payment
1	Submission and acceptance of monthly M&E report.	Monthly payments
2	Validation of 25% sites	20% of total contract price
3	Validation of 50% sites	20% of total contract price
4	Validation of 75% sites	20% of total contract price
5	Validation of 100% sites	20% of total contract price

Technical Proposal Submission Form

[Location, Date]

To

General Manager IT
Utility Stores Corporation,
Head Quarters, Islamabad

Dear Sir,

We, the undersigned, offer to provide the consultancy in accordance with your Request for Tender Documents dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We undertake, if our Proposal is accepted, to provide supply of items related to the assignment.

We also confirm that the Government of Pakistan / Provincial Government have not declared us, or any Sub- Contractor for any part of the contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Tender Document. We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature
(In full and initials)
Name and Designation of Signatory
Name of Firm
Address

(On Stamp Paper)

Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Financial Proposal Submission Form

(Part of Financial Bid Envelope)

[Location, Date]

To
General Manager IT
Utility Stores Corporation of Pakistan,

Dear Sir,

We, the undersigned, offer to provide the consultancy in accordance with your Tender Notice dated (insert date) and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the tender proposal.

We also declare that the Government of Pakistan / Provincial Government have not declared us or any Sub Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document.

We understand you are not bound to accept any Proposal you receive.

Signed In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:



Contract

**For Consultation Services for Monitoring, Evaluation & Validation
of Next Generation Point of Sale System & End-to-end Data
Connectivity of Utility Stores Locations Nationwide**

Between

Utility Stores Corporation of Pakistan (USC)

And

M/s _____

I. Form of Contract

This CONTRACT AGREEMENT (this "Contract") made as of the [day] of [month], [year], between [Utility Stores Corporation] (the "Purchaser"), on the one part,

AND

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "Contractor."

RECITALS

WHEREAS,

- (a) Utility Stores Corporation, the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to provide the Services and defined deliverables therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of the Services therein.
3. The following shall be deemed to form and be read and construct as part of thisContract;
 - a. The Tender Document
 - b. Bidder's Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations

- e. Tender Form
- f. Price Schedule
- g. Affidavit(s)
- h. Non-Disclosure Agreement (if required)
- i. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For and on behalf of USC:

For and on behalf of the Contractor:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

II. General Conditions of Contract

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- 1.2. "Authorized Representative" means any person authorized by the parties to carry out all legal activities on the behalf of authorizing party.
- 1.3. "Bidder" means the Firm/Company that may provide or provides the related consultancy services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 1.4. "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 1.5. "Contractor" means the firm/company whose Tender has been accepted and awarded letter of Intent followed by the Contract by the Purchaser.
- 1.6. "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 1.7. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.8. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Services in question.
- 1.9. "Day" means calendar day.
- 1.10. "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 1.11. "Purchaser" means the Utility Stores Corporation (USC) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 1.12. "Services" means consultancy services for monitoring, evaluation and validation of the POS system and end-to-end connectivity solution as listed in the Tender Document and other such

obligations which the Contractor is required to provide to the Purchaser under the Contract.

- 1.13. "Supplier" means the firm(s)/company (companies) who have been awarded the contract for the Supply, Installation, Integration, Testing, Commissioning & Training of Next Generation Point of Sale System and End-to-end Data Connectivity along with Platform Hosting of Utility Stores locations nationwide.
- 1.14. "Tender Document" means Tender documents issued by USC for invitation of Bids/Tenders along with subsequent amendments and clarifications.

2. Contract

The Purchaser shall send the Contract provided in the Tender Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Purchaser.

3. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of Islamic Republic of Pakistan.

5. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

6. Standards

The Services provided under this Contract shall conform to the authoritative latest industry standards.

7. Intellectual Property Rights

The Contractor shall fully indemnify the Purchaser against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by use or possession of the service(s) supplied and the software and

equipment used by the Contractor. If at any time any allegation of infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by the use or possession of the equipment, service or software supplied/utilized by the contractor under the Contract is made or in the Contractor's reasonable opinion is likely to be made, the contractor may at its own expense modify or replace the service and software, without detracting from overall performance, the Contractor making good to the Purchaser any loss of use during modifications or replacement, so as to avoid the infringement.

8. Confidentiality of Information

- 8.1. The Contractor shall not, without the Purchaser prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 8.2. The Contractor shall not, without the Purchaser's prior written consent, make use of any documents or information except for purposes of performing the Contract.
- 8.3. Any documents, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Contractor's performance under the Contract if so required by the Purchaser.

9. Execution Schedule

The Contractor shall submit an Execution Schedule, giving details of project objectives, targets, timescales, testing, benefits etc., as required under the Contract, within three days of the signing of the Contract.

10. Documentation

- 10.1. The Contractor must provide deliverables/documentation in accordance with the Tender Document and fulfill all other obligations as specified in the Tender Document and the Contract.
- 10.2. The Contractor acknowledges that it has no right, title or interest in or to any Deliverables produced hereunder.
- 10.3. The Contractor acknowledges that it will make no claim to any right, title, or interest in any of the Deliverables created hereunder. Contractor further acknowledges and agrees that Purchaser shall own all rights, title, and interest in or to any Deliverables produced hereunder.
- 10.4. Contractor agrees to assist Purchaser with the enforcement of any proprietary rights over the Deliverables, including the prompt execution of any additional documents that may be reasonably requested by Purchaser.

11. Delivery

- 11.1. The Service shall remain at the risk and under the physical custody of the Contractor until the acceptance of each site by the Purchaser.
- 11.2. The Contractor shall ensure that the services shall be delivered complete without interruption.
- 11.3. Purchaser shall inform the Contractor in writing within fifteen (15) days of receiving a deliverable whether it accepts or rejects that deliverable.
- 11.4. Purchaser may reject any deliverable which does not comply with the Description of Work and/or with Purchaser's standards. If Purchaser rejects it, Purchaser may either terminate the Contract or allow the Contractor an opportunity to revise the deliverable to render it acceptable to Purchaser.

12. Installation and Implementation

- 12.1. The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.
- 12.2. The Contractor shall ensure the equipment and services provided for Point of Sale System & End-to-end Data Connectivity contracts are reliable and are working as per the contract signed with the respective contractors.
- 12.3. The Contractor shall submit detailed and complete Monitoring & Evaluation Plan for the system and signed Acceptance Test Procedures and Quality Inspection Report for each site.
- 12.4. The Contractor shall submit signed Project Handover Report before formal project closure for Purchaser's approval.

13. Site Preparation

- 13.1. The Contractor shall be responsible to survey the site, approve the site for go-live, determine whether the power, air conditioning, floor space and safety requirements have been met, identify and report any inconsistencies.
- 13.2. The Purchaser shall facilitate the Contractor in discharge of the above responsibilities.

14. Test Equipment & Tools

- 14.1. The Contractor shall evaluate the existing facilities and identify any test equipment and tools required to validate the new equipment and solution. Such test equipment and tools shall be state of the art in design.
- 14.2. The Contractor shall be responsible for provisioning of any such test equipment and tools required for successful UAT (User Acceptance Testing) of each site.

15. Training

- 15.1. The Contractor shall monitor all trainings conducted by the Supplier and also validate the training materials use by the Supplier.
- 15.2. The Contractor shall submit a comprehensive report on the trainings conducted by the Supplier.

16. User Acceptance Testing

- 16.1. The Contractor shall conduct User Acceptance Testing (UAT) on per site basis. The Contractor shall provide the documentation for the same as required in the Bid Documents and as approved by the Purchaser.
- 16.2. The Purchaser shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.
- 16.3. The inspections and tests shall be conducted at the premises of the Purchaser and the Contractor shall provide all-reasonable facilities and assistance at no charge to the Purchaser.
- 16.4. The Contractor shall reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall report it to the Purchaser and suggest any alterations necessary to meet the Technical Specifications.
- 16.5. Upon satisfaction that the site is ready for cut-over and their performance complies with the specifications laid down in the Tender Documents, and that the spare parts are complete in working order and in place, the Contractor shall provide an acceptance certificate to the Purchaser for each site.
- 16.6. Before conducting the acceptance testing, the Contractor shall propose acceptance test procedure, for the Purchaser's approval. The Purchaser may approve the procedure as proposed, or after such modifications as are deemed necessary for proof of performance.

17. Warranty

- 17.1. The Contractor shall verify that the Goods/Services supplied, as mentioned in the Tender Document and Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and includes all recent improvements in design and materials, unless provided otherwise in the Contract.
- 17.2. The Contractor shall further ensure that the Goods/Services supplied for the project, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods/Services.
- 17.3. The Contractor shall verify the Terms and Conditions of the service agreements for the Goods supplied. In case of International Warranties, the service and warranty setup, details of qualified engineers, etc. should be specified by the Supplier.

17.4. The Contractor shall ensure that the end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done.

18. Payment

18.1. The Contractor shall submit an Application for Payment, in the prescribed form, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

18.2. The Purchaser shall issue a Certificate of Payment to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Purchaser may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the non-satisfactory performance of the Services. The Purchaser may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.

18.3. The Purchaser shall pay the amount verified in the Certificate of Payment within twenty-one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheques.

19. Payment Schedule

The payment shall be milestone based and is described below:

Sr. No	Milestone	Payment
1	Submission and acceptance of monthly M&E report.	Monthly payments
2	Validation of 25% sites	15% of total contract price
3	Validation of 50% sites	15% of total contract price
4	Validation of 75% sites	15% of total contract price
5	Validation of 100% sites	15% of total contract price

20. Price

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

21. Contract Amendment

21.1. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality and scope, of all/any of the Services, in

whole or in part.

21.2.The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.

21.3.The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

21.4.The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

21.5.No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

22. Assignment / Subcontract

22.1.The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

22.2.The Contractor shall guarantee that any and all assignees / Sub-Contractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

23. Extensions In Time For Performance Of Obligations Under The Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

24. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the Contract Price which is attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s), provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

25. Blacklisting

25.1.If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of

the terms and conditions of the Contract or Letter of Intent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

25.2. If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract, during procurement process or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

26. Termination for Default

26.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

26.2. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

27. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

28. Termination for Convenience

28.1. The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

28.2. The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

28.2.1. to have any portion thereof completed and delivered; and/or

28.2.2. to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

29. Force Majeure

- 29.1. Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Purchaser or of the Contractor. Non-availability of materials/supplies shall not constitute Force majeure. If by reasons of Force Majeure Services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Purchaser keeping in view all the circumstances and requirements of the Purchaser.
- 29.2. The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 29.3. If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

30. Dispute Resolution

- 30.1. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 30.2. If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The award shall be final and binding on the parties.

31. Statutes and Regulations

- 31.1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 31.2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

32. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

33. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses.

34. Authorized Representative

34.1. The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their Authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

34.2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Contractor.

34.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

34.4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

34.5. Any failure of the Authorized Representative to disapprove any Services shall not prejudice the right of the Purchaser to disapprove such Services and to give instructions for the rectification thereof.

34.6. If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

35. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

36. Delivery Time

The successful Bidder shall be required to complete the project before 10th of August, 2021 (approx. 3 months) or as agreed between Purchaser and the Contractor from the date of Contract Signing.

SCHEDULE-A, SPECIAL STIPULATIONS

For ease of Reference, certain special stipulations are as under:

<p>Tender/Bid Security</p>	<p>The Contractor shall furnish the Tender/Bid Security as under:</p> <p>As per the format provided in the Tender Document; for a sum equivalent to 02% of the Total Tender Price; denominated in Pak Rupees;</p> <p>Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</p>
<p>Liquidated damages for failure / delay in Services by the Contractor</p>	<p>Liquidated damages shall be levied @ 0.25% of the Contract Price which is attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price. (This penalty will also be invoked on the commitments given by the Contractor in the technical proposal)</p>