



**PROJECT MANAGEMENT UNIT
PUNJAB SEED CORPORATION**

Bidding Documents

REQUEST FOR TENDER

CPO/PMU/PSC/23/12

ERP Turnkey Solution for Punjab Seed Corporation (PSC) Digitization

Including draft Contract

Single Stage Two Envelope

In line with PPRA Rules 2014

Office Address:

**PROJECT MANAGEMENT UNIT(PMU)
PUNJAB SEED CORPORATION(PSC)
4-Lytton Road Lahore**

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Section-I: Invitation to Bids

1. Project Management Unit, Punjab Seed Corporation (PMU-PSC), now invites sealed bids from eligible bidders; well reputed Companies/ Firms/ Suppliers/Sole Proprietors/ Authorized Distributors, for the following;

Sr. #	Description
1.	ERP Turnkey Solution for Punjab Seed Corporation (PSC) Digitization

2. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Rule No. 38-2 of PPRA rules 2014 and is open to all eligible bidders as defined in the bidding document.
3. Interested eligible bidders may obtain bidding documents and further information from the office of PMU-PSC, after written submission of application in the name of **Chief Procurement Officer, PMU-PSC** at the cost of Rs. **3,000/- (Non-Refundable)**, to be deposited in “**The Bank of Punjab (Any Branch)**” in the Account titled “**Punjab Seed Corporation Project Management Unit**”, A/c # **6580047766100078**, during office hours or can be accessed online at www.ppra.punjab.gov.pk , www.psc.agripunjab.gov.pk. Late Proposals will be rejected. Bids of only those bidders will be entertained who purchased the Tender document.
4. Sealed Bids(Technical & Financial sealed in separate envelopes with clear marking) must be delivered to the above office **on or before 2:00 PM on July 10th, 2024** and must be accompanied by a **Bid Security** amounting to **Rs. 2,100,000/-** which is 2% Approx. of the estimated (to be provided with technical proposal) , in the form of Bank Guarantee/Demand Draft/CDR/Pay Order, the Bid Security is as per PPRA Rule # 27 which states “*The procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price*”
5. Bids will be opened in the presence of bidders’ representatives who choose to attend at **2:30 PM** in the Office of PMU-PSC, on the same date i.e. **July 10th, 2024** (with original CNICs of bidders/representatives).
6. The bidders are requested to give their best and final prices as no negotiations are permissible as per PPRA Rules and regulations.
7. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.
8. For obtaining any further information or clarifications, please contact the person named below:

Chief Procurement Officer
Project Management Unit, Punjab Seed Corporation (PMU-PSC),
4-Lytton Road, Lahore.
Tel: 042-37236344

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

- i) The Invitation to Bids is open to all suppliers i.e. association of firms/companies/sole proprietor/ general order suppliers/ JVs, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) [**to be decided by the Procuring Agency**], except as provided hereinafter.
- ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory

Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.

- v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
- vi) The appointment of Lead Member in the Joint Venture, Consortium, or Association shall be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.
- vii) Any agreement that form a Joint Venture, Consortium or Association shall be required to be submitted as part of the Bid and shall be attested.
- viii) Any bid submitted by the Joint Venture, Consortium or Association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this Bid; or
 - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- xii) A Bidder may be ineligible if –
- (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;

- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
- xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
 - xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
 - xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder.

2.1.5. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer’s Authorization Form
 - (j) Bidder Profile Form

- (k) General Information Form
 - (l) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form
 - (o) Contract Form
 - (p) Financial Bid Form / Price Schedule
 - (q) Performance Guarantee Form
 - (r) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
 - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
 - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.
- 2.2.2. Clarification of Bidding Documents**
- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without

identifying) will be sent to all prospective Bidders that have received the Bidding documents.

- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB

2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be package wise.

- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** for local/DDP items unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [*Manufacturer's Authorization form No. 8.3*] or producer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;

- (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for 28 days , beyond the validity of Bid.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than 14 days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and

furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

- a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.

- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE THE DATE AND TIME MENTIONED IN BDS"

- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
 - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
 - b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address provided in the BDS;
- b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
- c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.
- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.

- ii) First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening-
- iii) Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
 - viii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
 - ix) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
 - x) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
 - xi) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
 - xii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.
- 2.5.2.**
- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

2.5.2.
Confidentiality

- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;

- c) Has been properly signed;
- d) Is accompanied by the required securities; and
- e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be

considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

2.5.7. Conversion to Single Currency

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

**2.5.9. Contacting
the Procuring
Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance
Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) 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 Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the

technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).

- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- i) Within seven (7) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- i) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to

the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All Bids

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. Coercive practice by 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 to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; 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, or acts intended to materially impede the exercise of inspection and audit process.”

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

“17A. Blacklisting.— (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

21. Blacklisting.—(1) *A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

- (c) not performed the Contract up to the mark; or*
- (d) indulged in any corrupt practice.*

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and*
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
- 2. The show cause notice shall contain:*
 - (a) precise allegation, against the bidder or Contractor;*
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*

- (c) *the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
 4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
 5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
 6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
 7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
 8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
 9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
 10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
 11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*

12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind
[Framework Contract Modality]

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
 - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III. Technical Specifications

.1. Technical Specifications

Organizational Background

PSC is a semi-autonomous body of the Government of Punjab, established under Punjab Seed Corporation Act 1976. PSC is Pioneer in seed business of Pakistan having 47 years of experience with sound financial position and largest infrastructure. Core functions include procurement, processing, production and marketing and distribution of seeds of high quality seeds with the objective to enhance agricultural produce and make the province agriculturally self-sufficient and sustainable. PSC is involved in: –

1. Seed Production/ Farming
2. Seed Procurement
3. Seed Processing
4. Seed Sales and Marketing
5. Seed Export
6. Farm Advisory Services
7. Seed Quality Testing

Administratively, PSC Head Quarter is based in Lahore and entire PSC operations are control through 6 divisions / departments. The list of these divisions / department are: -

1. Administration & HR Division
2. Farms Division
3. Procurement Division
4. Processing Division
5. Marketing Division
6. Finance Division

Under Farms Division, PSC has Seed Production Plants where seed is processed, cleaned, preserved and packed for Marketing division sales. Table 1 shows PSC six production (Main and Mini) plants: -

Table 1: PSC Production Plants

S #	MAIN PLANTS	S #	MINI PLANTS
01	Sahiwal	04	Jhang
02	Khanewal	05	Gujranwala
03	Rahim Yar Khan	06	Piplan

Under Procurement Division, PSC has Farm Advisory Service (FAS) with around 1100+ registered grower's database and 12 Seed Procurement centers are shown in Table 2.

Table 2: PSC Seed Procurement Centers

S #	LOCATION	S #	LOCATION	S #	LOCATION
01	Khanewal	05	Bahawalnagar	09	Jhang
02	Multan	06	Rahim Yar Khan	10	Sargodha
03	Vehari	07	Piplan	11	Lahore
04	Bahawalpur	08	Gujranwala	12	Sahiwal

Under PSC Marketing Division, there are 2000+ Register dealers across Pakistan and 18 PSC owned Point of Sales. PSC sell seeds through their dealers and its owned POS. List of PSC POS is shown in Table 3: -

Table 3: PSC Point of Sales

S #	POINT OF SALE	S #	POINT OF SALE	S #	POINT OF SALE
01	Sahiwal	07	Fatah Jang	13	Sargodha
02	Khanewal	08	Lahore	14	Layyah
03	Rahim Yar Khan	09	Bahawalnagar	15	Bhakkar
04	Piplan	10	Vehari	16	Bahawalpur
05	Gujranwala	11	Multan	17	Lodhran
06	Jhang	12	DG Khan	18	Faisalabad

As far as seed in which PSC is dealing is concerned, the list of crops and its varieties changes time to time. However, to give an initial list of PSC produced seed is shown in Table 4: -

Table 4: PSC List of Crops

S #	CROPS	S #	CROPS	S #	CROPS NAME
01	Wheat	08	Turnip	15	Lucern
02	Paddy	09	Okra	16	Guar
03	Potato	10	Carrot	17	Sorgum
04	Cotton	11	Bottle Gourd	18	Maize
05	Gram	12	Raya	19	Sesame (Till)
06	Moong	13	Canola		

Existing System

PSC existing systems are working in mix match approached. Software tools like Microsoft Office is being used for reporting and management. There are decentralized location specific software for financial management are being using. Annual Budget, Financial Year Closing, Internal and External Audit, Daily Monthly and Quarterly reporting systems are in place. There is no formal digital solution which can linked departmental business process is available at enterprise level but a manual system to integrate business process, provide financial and administrative control is in place.

A chart of Accounts is available which will be upgraded according to the integrated ERP Software requirement. Annual Budgets are being prepared and controls. Public Procurement Regulatory Authority (PPRA) rules are being followed for the procurement process. An annual Procurement plan is in place to procure raw materials for seed. Annual Marketing Plan is also prepared and controlled. Sale of Seed is the core business for revenue generation for PSC and Employee's monthly Payroll calculations and taxation are carried out.

PSC is looking a standard, off the shelf, on premises top of the line ERP solution which can integrate business process at enterprise level, provide real time reporting and be capable to provide digital dashboard for all tiers of the management.

Deployment Scenario

The proposed solution would be on Premises, Off the shelf ERP solution. ERP proposed modules will be access in secure role based environment by all locations of PSC like Head Quarter, Farms, Plants, Points of Sales mentioned at Table 1, 2 & 3. All PSC departments in these locations user's roles will be defined and role base access will be provided. The successful bidder will propose location wise minimum bandwidth required to run ERP Solution. ERP deployment scenario for PSC digitization is shown in Figure 1.

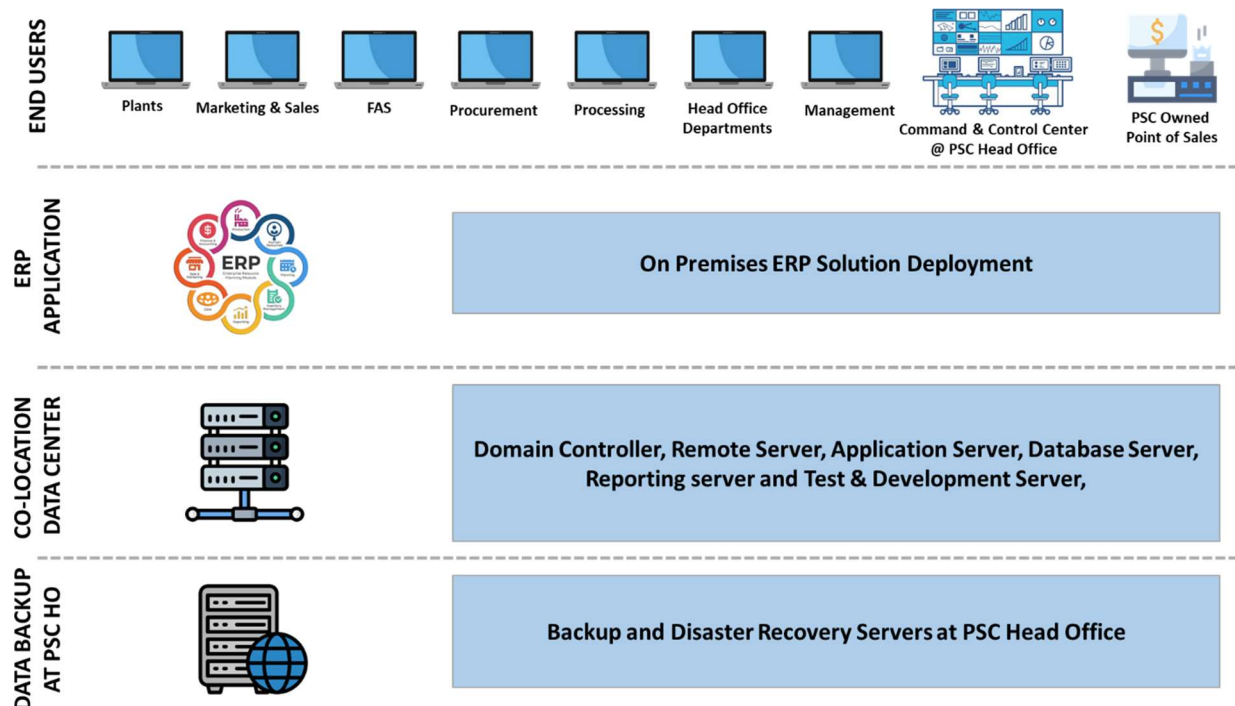


Figure 1: ERP Deployment Topology

As shown in Figure 1, ERP would be deployed on co-located data center in Lahore. A backup and disaster recovery site would be setup at PSC Head Office, Lahore. Co-location services, bandwidth at PSC head office and lease line between Data Center and PSC backup and disaster recovery site services would be acquired. The successful ERP

software and consultancy vendor would be responsible for hardware and communication sizing as well as all server's role configuration at production site, network configuration, disaster recovery / backup site configuration and data replication from primary production and backup site. Hardware sizing for production environment and disaster recovery would be mentioned separately. Co-Location requirements would also be mentioned in detail for production environment.

The successful bidder will also recommend security measure / protocols to ensure cyber security and data protection mechanism for the deployed ERP Solution. Standard AS Is, To Be and Go Live process for ERP deployment will be followed. All phases documents will be properly prepared by the consultants and will dully be signed by PSC Head of Department / Module Owners. Technical and functional training throughout the deployment cycle of ERP will be provided to PSC team members. All technical and functional documents will also be provided to PSC for smooth functions of ERP. PSC will decide a cutoff date to start ERP system and all verified required opening balances will also be provided by them to start functioning of ERP.

Command and Control Center (CCC)

To make show case of the project, a command and control center will be setup at PSC head office, Lahore. In this command center, live interactive dashboard will be provided by the successful bidder. Command and control center will have mid-level computer system connected with 4-6 LCDs. The successful bidder will provide technical specs for Command and Control Center.

Time Frame & Duration

The successful bidder will submit a comprehensive project plan to roll out complete deliverables of the ERP solution. After Go Live, the successful bidder will provide ERP software and hardware services under the Service Level Agreement (SLA) on yearly contract basis. Project Management Unit, Punjab Seed Corporation will fund and provide support to this project till period allowed as per PC-1 and afterwards the same service level agreements will be handed over to Punjab Seed Corporation, who will continue getting service from the successful bidder. After handing over ERP projects, PSC will solely responsible to manage agreements.

Location of Implementation Services

The selected organization is primarily required to work in the PSC Head Quarter, Lahore but will also travel to all locations mentioned Table 1,2 and 3 to roll out the all phases of ERP. These phase can be analysis phase, deployment, user's acceptance testing, users training etc. All travelling, boarding and lodging expenses for ERP roll out phases will be done by the successful bidder. No TA/DA will be given by the PSC.

Required Solution

Required solution of the shelf ERP should be top of the line ERP system like Microsoft, Oracle, SAP or equivalent level. Open source and customized ERP solution will not be considered. Along with detail scope of work mentioned in Table 7, the proposed system should be capable to provide: -

1. Auto email facility
2. Generate alerts on required events
3. Provide audit trail and support auditing system
4. Successfully be available on mobile, Tablet and point of sales
5. Support Workflows and Digital Approval
6. Provide role based user access and controls
7. Should be capable for month by month closing and financial year closing
8. Provide records locking system and information access controls according to the roles.
9. Should be capable to handle multiple years' data efficiently.

No of Users

ERP Users tentative licensing requirement is shown in Table 5. Total 140 users as per below table on premises ERP license will be provided by the successful bidder. As shown, the users are separated into three categories.

Table 5: ERP Users Licensing

S #	ERP Modules	Full User	Activity User	Team User	Total

01	Finance and Accounts	1	15	4	20
02	Supply Chain Management	1	6	3	10
03	Inventory Management	1	6	3	10
04	Human Resources Management	1	3	3	7
05	Administration Management	1	3	2	6
06	CRM/Marketing Management	1	3	3	7
TOTAL >>		6	36	18	60

For the clarity, user's types are explained below: -

1. **Full User:** Administrator / Super User who have access to hit GL transactions from all modules.
2. **Activity User:** Module Administrator Users and work efficiently within the authorized module
3. **Team User:** Management Users who may have access of dashboards, electronic approval users and reports.

Hardware Sizing

The successful bidder will be responsible for optimal hardware sizing for servers, security infrastructure and bandwidth for ERP production, disaster/recovery sites and for end users who will be accessing ERP solution remotely. The server sizing includes Operating Systems details, anti-virus, virtualization VMs (if proposed) software's, Live IPs, tentative IOPs, minimum RAM, HDD storage, No. of cores for processors and roles of the servers like domain controller, application server, database server, reporting server, remote server and dashboard server etc. The security infrastructure includes firewalls (hardware/software), monitoring tools, backup and replication environment, disaster recovery tools and auto fail over clustering etc. The bandwidth includes efficient bandwidth recommendation for production environment and disaster recovery/backup

environment. The successful bidder will also define minimum bandwidth and hardware requirements to run ERP system at end user's environment.

Service Level Agreement

After successful Go Live of the ERP, the successful bidder will enter into SLA to provide ERP software, hardware and communication services at primary production environment and disaster recovery / backup environment. Two Support Technician will be designated who will be available on call basis and will also visit on agreed intervals to monitor and support the ERP solution. The both support technician may also require to visit any PSC location throughout Punjab to support ERP activities. They may require to visit up to four visits per month anywhere in Punjab at PSC locations. No TA/DA will be provided by PSC for any support activities.

Initial Data Entry Support

The successful bidder will also provide up to three data entry resources who can be placed at Head Office, PSC locations at Punjab for initial data collection in ERP data templates. Maximum assignment timeframe is four months. PSC stationed managers / users will provide manual data or digital data (Excel/Word or any digital form) which will be input into ERP templates by these data entry resources. Provision of ERP templates and data entry training is part of the successful bidder scope of the work.

ERP Scope of PSC

Detailed functional and Technical requirements are shown in Table 7. The requirements have been classified in the following three categories based on the need and priority of implementation:

Table 6: ERP Priority Categories

Priority	Meaning
High	The business requirement is critical for the day to day operation of PSC and is a mandatory requirement either through the standard solution or the customization
Medium	The business requirement is required but relatively less critical for the operation of PSC
Low	The business requirement is not critical for PSC and may be implemented as nice to have functionality

Bidder should clearly state that how each requirement is provided. (Refer below table for instructions)

The following answer key must be used when responding to the requirements:

Table 7: Vendor Response Categories

Response Key	Vendor Response
FS	Fully Supported by the provided solution
PS	Partially Supported (Please elaborate in comments, to what extent the functionality will support the requirement)
TP	Third Party Software Required to Fully Provide Requirement
CU	Customization
CR	Customized Report/Alert
NA	Not Available

Bidders must use one code per requirement. All requirement responses must be submitted.

For responses, other than “NA” and “CU”, Bidders must indicate the module or product that is required to meet the requirement.

Note: ERP PSC high level business requirements are written carefully but these are tentative list of the requirements can detail analysis will be carried out by the successful bidder.

Summary of Scope of Work

Sr. #	Division / Department	# of Business Process	# of Reports	# of Dashboards / KPIs
01	Finance & Accounts Division	71	26	08
02	Admin & HR Division	20	13	07
03	Procurement Division	08	11	09
04	Processing Division	12	08	05
05	Farms Division	08	05	04
06	Marketing Division	07	07	09
TOTAL		126	70	42
07	Additional Included in Scope	--	100	50
GRAND TOTAL		126	170	92

Detail of Scope of Work

Guidelines: -

- The list of business process requirements is to map requirements with the offered ERP solutions. There may be duplication of requirements but during detail analysis these will be streamlined according to the role and authority of the department/division.
- List of reports formats, fields and filtration criteria will be discussed during analysis and finalized.

- List of dashboards/KPIs can also be considered for reusability.
- All these requirements are to give a detail idea about scope of work. The commanding principal of deployed solution would be that PSC will focus on end to end process integration rather than getting stuck in nitty gritty of the requirements. However, legal, procedural and mandatory requirements will be enforced to comply.
- In the below requirements table, last column “Description” is a brief description of how Requirement will be fulfilled - (Optional)

Finance & Accounts Division

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
Business Processes: General Ledger: -					
1	Create and maintain a chart of accounts	High			
2	Ledger period management	High			
3	Party-wise Ledger	High			
4	Product-wise Ledger	High			
5	Account Code Head-wise Ledger	High			
6	General voucher creation and management (Receipts, Payments, Journal Vouchers, etc.)	High			
7	Allocation journals and accrual schemes.	High			
8	Dimension-based accounting system	High			
9	Periodic journal posting and management.	High			
10	Period and fiscal year closing processes.	High			
11	Taxation Calculation, Withholding/Support.	High			
12	Sale Invoice, Supply Order, Purchase Order, Convey Note, Cash/Bank Receipt, Debit/Credit note.	High			
13	Debit/Credit advices for inter office transaction.	High			
Business Processes: Accounts Payables: -					
14	Vendor management and information maintenance	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
15	Purchase order-based invoice management.	High			
16	Taxation-related processes for vendor invoices.	High			
17	Vendor payments and pre-payment capability.	High			
18	Settlements journals.	High			
19	Flexible terms of payment and cash discounts.	High			
20	Vendor aging management and reporting.	High			
21	Accounts payable standard reporting.	High			
22	Party, Product, Variety & Category Wise Detail	High			
Business Processes: Accounts Receivables: -					
23	Customer management and information maintenance.	High			
24	Invoices creation based on sales orders or free text.	High			
25	Taxation-related processes for invoices	High			
26	Customer payment journals.	High			
27	Customer aging management and reporting	High			
28	Flexible terms of payment and cash discounts	High			
29	Accounts Receivable Ledger (Product-wise, Variety-wise & Category-wise Detail)	High			
30	Handling multiple currencies and exchange rate adjustments.	High			
Business Processes: Cash & Bank Management: -					
31	Bank accounts maintenance.	High			
32	Cheque Book maintenance.	High			
33	Bank reconciliation processes	High			
34	Post-dated cheque management.	High			
35	Bank Authority Letter	High			
36	Cheque writing	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
Business Processes: Budget allocation and Controls :-					
37	Budget Book/Register	High			
38	Budget allocation	High			
39	Budget Utilization	High			
Business Processes: Payroll :-					
40	Salary Sheet	High			
41	Salary Disbursement Letter for Bank	High			
42	Tax Calculation	High			
43	Salary Ledger (Head wise & employees wise)	High			
Business Processes: Fixed Assets: -					
44	Fixed Assets Accounting (Purchase, Disposal)	High			
45	Calculation of Depreciation	High			
Business Processes: Stock Register/Store Reconciliation: -					
46	Seed Stock Accounts Management	High			
47	Stores Accounting Management	High			
Business Processes: Contributory Provident Fund: -					
48	Create and maintain a chart of accounts	High			
49	Employee Wise/ Account Head wise Ledgers	High			
50	General voucher creation and management (Receipts, Payments, Journal Vouchers, etc.)	High			
51	Allocation journals and accrual schemes.	High			
52	Dimension-based accounting system	High			
53	Periodic journal posting and management.	High			
54	Period and fiscal year closing processes.	High			
55	Cash/Bank Receipt, Debit/Credit note.	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
56	Debit/Credit advices for inter office transaction.	High			
57	Distribution of Profit (employee wise)	High			
58	Advances to Employees (Refundable, Non-Refundable, Good Based Advance etc.)	High			
59	Employees Final Settlement/Payment	High			
60	Bank, Cheque Book Management	High			
Business Processes: Gratuity Fund Accounts Maintenance System: -					
61	Create and maintain a chart of accounts	High			
62	Employee Wise/ Account Head wise Ledgers	High			
63	General voucher creation and management (Receipts, Payments, Journal Vouchers, etc.)	High			
64	Allocation journals and accrual schemes.	High			
65	Dimension-based accounting system	High			
66	Periodic journal posting and management.	High			
67	Period and fiscal year closing processes.	High			
68	Cash/Bank Receipt, Debit/Credit note.	High			
69	Debit/Credit advices for inter office transaction.	High			
70	Bank, Cheque Book Management	High			
71	Employees Final Settlement/Payment	High			
List of Reports: -					
1	General Ledger: Financial reporting based on standard Management Reporter functionality	High			
2	Accounts Receivable: Customer aging management and standard reporting	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
3	Accounts Payable: Vendor aging management and standard reporting.	High			
4	Standard cash and bank reporting.	High			
5	Sale Reports (Product, Party, Variety Wise)	High			
6	Procurement Reports (Product, Vendor, Variety Wise)	High			
7	Direct Cost Schedule (Procurement & Processing Cost)	High			
8	Admin & General Expenses Schedule	High			
9	Selling & Distribution Expenses Schedule	High			
10	Schedule of Other Income	High			
11	Schedule of Financial Cost/Markup	High			
12	Calculation of Tax Liability (Corporation, Offices, Product)	High			
13	Fixed Assets Register	High			
14	Depreciation Schedule	High			
15	Stock Register/Store Reconciliation	High			
16	Inter Office Reconciliation	High			
17	Variance Analysis (Rate, Quantity, Horizontal & Vertical)	High			
18	Financial Analysis (Horizontal & Vertical)	High			
19	Balance Sheet	High			
20	Cash Flow Statement	High			
21	Other Comprehensive Income	High			
22	Party wise Tax ledgers (Income, Professional, Sales Tax etc.)	High			
23	Audit report	High			
24	Employees Pay Slip	High			
25	Employees Tax Certificate	High			
26	Product Costing Reports	High			
Dashboard KPIs:					
01	Trial Balance	High			
02	Profit and Loss	High			
03	Expenses Detail	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
04	Budget Control	High			
05	Purchases	High			
06	Sales	High			
07	Balance Sheet	High			
08	Banks Detail	High			

Admin & HR Division

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
Business Processes: -					
1	The proposed ERP system should be capable to cater employee recruitment to retirement/resignation/termination etc. complete trail.	High			
2	ERP System should be capable to store all employee's personal, qualification, experience, and dependents data.	High			
3	ERP System should be capable to cater PSC employee coding, grading structure, Leaves entitlements, designation, locations, and organization structure hierarchy data storage and linkages.	High			
4	ERP System should have an employee self-service portal where employees can apply for leave online.	Medium			
5	Employee Leaves record (entitlement / availed for all leave types must be stored in ERP System. Leaves carry forward / lapsable policy should be implemented.	High			
6	Employee salary structure should be catered to by the ERP. Employee	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
	increments record should also be maintained				
7	ERP system should be capable to run monthly payroll as per PSC salary structure and also provide tax calculations	High			
8	Employee Assets issuance record	High			
9	Employee benefits as per PSC policy be catered by the ERP System	High			
10	Employee Transfer / Posting should be managed by the ERP system	High			
11	Employees Training record by catered by the ERP System	High			
12	Employees Traveling and Daily Allowances be managed from ERP. This feature is for record keeping of expenses and record of TA/DA.	High			
13	Fleet Management Fleet management (work orders for fleet repair and maintenance)	High			
14	General Asset Tracking and Management through ERP. Bar Code assets tagging will be provided by the ERP.	High			
15	Purchase Order Workflow concerning Requisition, Purchase Orders / Contract Management, Inward Gate Passes, Quality Assurance, and Goods Receipt Notes should be managed through the ERP system.	High			
16	Vendors Management for centralized procurement and decentralized procurement at remote locations be managed by the ERP	High			
17	Complete Inventory Management Controls, issuance, and depreciation be provided by the ERP	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
18	Auctions management for machine parts, vehicles, dust, seeds, etc. be managed by ERP	High			
19	Employee legal cases / warning letters / appreciation letters and other actions taken letters record keeping will be made available with individual employees.	Medium			
20	Physical files movements record between various PSC departments/locations solution will be provided.	Medium			
List of Reports: -					
1	Employee list (location-wise, cadre-wise, department-wise)	High			
2	Employees leave record	High			
3	Monthly Payroll sheet (location-wise)	High			
4	Purchase Orders / Work Orders	High			
5	Inventory Stock Report	High			
6	Dead Stock Report	High			
7	Good Receipt Note	High			
8	Inward Gate Pass	High			
9	Outward Gate Pass	High			
10	Material Transfer / Issuance	High			
11	Items Coding List	High			
12	Pending Purchase Orders Status	High			
13	Leave Encashment Report	High			
Dashboard KPIs:					
1	PSC Employees Insight a. Location Wise b. Cadre Wise c. Qualification Wise	High			
2	Purchase Analysis	High			
3	Assets Analysis	High			
4	Payroll Analysis	High			
5	Vacant vs Filled Positions	High			
6	Employee Training Analysis	High			
7	Vendor Analysis	High			

Procurement Division

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
Business Processes: -					
1	ERP should be capable of managing a database of Growers with the basic profile and land details.	High			
2	ERP should provide Pre-Basic / Basic seed to issuance and controls to growers from PSC stores/warehouse	High			
3	ERP should provide a Procurement Plan, procurement of seed, and stock details for location wise variety-wise, and overall.	High			
4	ERP system should keep a record of Lab reports for all seed procurement against Lot numbers	High			
5	ERP should have a record of Grower-wise, crop, and variety-wise record of sowing area details	High			
6	ERP should provide complete inventory and Stock status of the procurement plan and purchase	High			
7	ERP provides details of Seed bagging and transfer details in the warehouse wise, location-wise, lot-wise, and variety-wise/	High			
8	Two stages Quality record of crop must be entered into ERP system. In first stage Federal Seed Crop Inspection having acceptance, or rejection, expected yield in case acceptance and actual seed be recorded. In second stage approved sample acceptance and rejection, crop movement from field to PSC and PSC lab report must be entered into ERP System.	High			
List of Reports: -					
01	List of Growers with land details	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
02	Pre-Basic and Basic Stock Status	High			
03	Multiplication Plan report	High			
04	Procurement plan report	High			
05	Procurement plan vs actual purchase report	High			
06	Field Inspection Reports	High			
07	Seed Inspection Reports	High			
08	Purchase papers	High			
09	Internal Quality Control Lab report	High			
10	Central Control access to HQ, Lahore	High			
11	Inventory Report	High			

Dashboard KPIs:

01	Multiplication plan Vs Actual Sowing	High			
02	Procurement Plan Vs Actual purchase report	High			
03	Basic/ Pre Basic Seed status	High			
04	List of Grower along with land record and CNIC	High			
05	Field Inspection Reports	High			
06	Seed Inspection Reports	High			
07	Internal Quality Control Lab report	High			
08	Purchase papers	High			
09	Inventory Status	High			

Processing Division

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
Business Processes: -					
1	ERP should manage Grower's databank	High			
2	ERP should track Seed Supply from Growers having crop, Variety, and lot details	High			
3	ERP should provide Seed Storage track and control	High			
4	ERP should manage the seed processing complete cycle and	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
	maintain each step record of finished goods and wastage according to BOQ.				
5	ERP should track the record of Seed Supply to Marketing Division	High			
6	Laboratory Management Information (seed samples) the result of each sample tracking into the ERP System. Lot wise detail	High			
7	Process cleaning, grading, treating, and bagging (Inventory at every stage)	High			
8	Logistics and supply chain management (seed is procurement from farms and transferred to plants for processing. Multiple data entry points like the gate, weighing scale, inward, and store	High			
9	Processed and unprocessed seed warehouse	High			
10	ERP should manage stock in and stock out complete trail	High			
11	Multiple Warehouses be managed in ERP System	High			
12	Data for storage silos like temperature, humidity, etc.	Medium			
List of Reports: -					
01	List of Growers	High			
02	Seed Stock Report	High			
03	Lab Report	High			
04	Process/unprocessed seed report	High			
05	Seed inventory status	High			
06	Seed waste report	High			
07	Seed Storage Report	High			
08	Warehouse-wise seed report	High			
Dashboard KPIs:					
01	Seed Stock	High			
02	Process/Unprocessed Seed status	High			
03	Growers Seed Variety Wise Status	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
04	Seed Waste Status	High			
05	Seed Storage Status	High			

Farms Division

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
Business Processes: -					
01	ERP should be capable to capture databank for the total sown area of PSC	High			
02	ERP should have a record of sown crops and the expected yield from these crops. It should also provide plan vs actual status.	High			
03	ERP should manage the sowing plan with targets	High			
04	Seed complete databases like harvesting timeline, variety-wise production, and basic and pre-basic seed stock be provided by the ERP	High			
05	Store purchase and issuance for pesticides, fungicides, packing inventory	High			
06	Provide a complete trail of assets and inventory management of farms.	High			
07	ERP should provide Purchase Orders/ work order issuance and tracking for all farms.	High			
08	Farms Processing: Lab Report, Cleaning, Issuance, Processing, Tag Allotment, Packing, and Stitching be provided by ERP	High			
List of Reports: -					
01	Stock Report	High			
02	Sowing Details	High			
03	Purchase Order	High			
04	Farms Expenditures	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
05	Farms Assets Management	High			
Dashboard KPIs:					
01	Inventory Status	High			
02	Sowing Status	High			
03	Basic and Pre-Basic Seed stock status	High			
04	Assets Status	High			

Marketing Division

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
Business Processes: -					
01	ERP should be capable to cater Seed Marketing Sale Plans and Advance Seed booking of Sales	High			
02	ERP Should be capable of selling seeds through Point of Sales	High			
03	Seed Dispatch/transfer from Warehouse be tracked and managed from ERP System.	High			
04	ERP should manage dealers' basic profiles and the sale of seed records.	High			
05	ERP Should manage the return of seed record	High			
06	The payment status of dealers be managed by ERP	High			
07	Bar Code tracking of stock at all levels	High			
List of Reports: -					
01	Sales performance report (plan vs actual)	High			
02	Overall / Center Wise / Crop Wise / Variety Wise sales report	High			
03	Dealer-wise sales reports	High			
04	Seed Stock Report (All / Location Wise)	High			
05	List of PSC Dealers	High			

Sr. #	Functional Requirements / Activity	Priority	Vendor Response	Module	Description
06	Material Dispatch Report (Overall / Center Wise / Crop Wise / Variety Wise)	High			
07	Seed Dispatch Report (Overall / Center Wise / Crop Wise / Variety Wise)	High			

Dashboard KPIs:

01	Daily Sales Status(Crop Wise)	High			
02	Material Dispatch	High			
03	Stock Status	High			
04	Receivable Status	High			
05	Receivable aging	High			
06	Inventory Status	High			
07	Crop Wise status	High			
08	Sale Plan vs Actual Status	High			
09	Central Control Access to HQ, Lahore	High			

Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Project Management Unit, Punjab Seed Corporation (PMU-PSC) The subject of procurement is: ERP Turnkey Solution for Punjab Seed Corporation (PSC) Digitization Period for Completion: 270 days Commencement date: Immediate after Signing of Contract
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2024-25 Name of Project/ Grant: Program for Quality Seed Production and Dissemination Name of financing institution: Government of the Punjab Name and identification number of the Contract: ERP Turnkey Solution for Punjab Seed Corporation (PSC) Digitization CPO/PMU/PSC/23/12
3.	2.1.3 (iv)	Maximum number of members in the joint venture, consortium or association shall be: 2
4.		Ineligible country(s) is or are India & Israel
5.	2.3.6(iii)	Demonstration of authorization by Principal: Demonstration of Partnership association certificate with a <u>minimum of three years</u> with the ERP Solution offered Principal (documentary proof is required)
B. Bidding Documents		

6.	2.2.2	The address for clarification of Bidding Documents is: Project Management Unit, Punjab Seed Corporation (PMU-PSC), 4-Lytton Road Lahore.
7.	2.2.2	Pre-bid meeting will be/will not be held : No
8.	2.3.9	The number of bidding documents to be completed and returned is in one original and one Copy: In case of discrepancy original documents shall prevail.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	<i>English</i>
10	2.3.4	The price quoted shall be PKR inclusive of all taxes.
11.	2.3.4	<i>Shall be fixed.</i>
12.	2.1.4 (ii)	Country of origin <i>Pakistan</i>
D. Preparation and Submission of Bids		
13.	2.1.3	Qualification Criteria/Knock down criteria. i. Only well-established and reputed consultancy firms (having local presence or with an option of JV), having implementation practices with governments, on assignments similar to the scope of work in this document, will be considered; ii. Certificate of Registration/Incorporation with SECP / Registrar of Firm or in the country of its origin iii. Registration of the firm with relevant professional body if any; iv. Valid active NTN & PRA Registration certificates; v. Submission of undertaking that the firm is not blacklisted by any provincial or federal government department, agency, organization or autonomous body anywhere in Pakistan. vi. Demonstration of Partnership association certificate with a <u>minimum of three years</u> with the ERP Solution offered Principal (documentary proof is required) Requirements to be fulfilled by Other JV Partners (If any)

		i. Certificate of Company/Firm Registration/Incorporation under applicable laws ii. Valid Tax(es) Registration as applicable and relevant Submission of legal valid undertaking that the firm is not blacklisted by any government organization anywhere in the world (if applicable)
14.	2.3.6&2.3.7	N/A
15.	2.2.2	Bid shall be submitted to: Project Management Unit, Punjab Seed Corporation, 4-Lytton Road Lahore
16.	2.4.2	The deadline for Bid submission is a) Day: Wednesday b) Date: <i>July 10th, 2024</i> Time: <i>2:00 PM</i>
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening. <i>2:30 PM , July 10th, 2024</i> Project Management Unit, Punjab Seed Corporation, 4-Lytton Road Lahore
18.	2.6.2	Deleted
19.	2.3.8	Amount of Bid security is: PKR 2,100,000/- in the shape of Pay Order/Bank Guarantee/ Demand Draft/CDR in favor of Project Management Unit, Punjab Seed Corporation.
20.	2.3.9	Bid validity period after opening of the Bid is: 90 days
21.	2.3.9	Number of copies of the Bid to be provided are: One original and one copy
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at:

		Project Management Unit, Punjab Seed Corporation, 4-Lytton Road Lahore a) Day: Wednesday b) Date: <i>July 10th, 2024</i> Time: <i>2:30 PM</i>
23.	2.3.5	N/A
F. Bid Evaluation Criteria		
24.	2.5.8	Criteria to Bid evaluation. As per 2.1.3 and detailed below:

Evaluation Criteria

S #	Evaluation Aspect		
1	<u>Financial Capability</u> Demonstration of Minimum Average Annual Turnover in the last three financial years of Rs.160 million. Audited reports of the last three years should be submitted		
2	<u>Similar Experience</u> At least 3 similar size ERP off-the-shelf on premises projects in public/private sector successfully completed in last 5 Years		
3	<u>Technical Capacity/ Team of Experts</u> The bidder must demonstrate to have the experts for successful implementation of ERP solution - Please note that Key Personal information should clearly include relevant Qualification with exact title and passing year. Misleading, not clear, ambiguous information of CV will not be considered for evaluation. - Employment history, project completion and relevant experience may be verified from the concern employers. - A CV above of Key Personals and any other relevant Persona(s), which shall be deployed on this project details be provided in Annex A-5.		
Sr. #	Key Personnel	Qualification	Minimum Experience
1	Project Manager / Team Lead	Minimum 16 years education in IT/Computer Engineering/ Software Engineering or equivalent	- At least Seven years of relevant experience in the field of ERP Systems end to end deployments - Solid understanding ERP Business process and project management tools and techniques - Should have completed at least three cycle of ERP deployments as Project Manager / Team Lead - Good understanding and updated information of ERP project management deployments strategies - Relevant Certification/Training
2	Financial Functional Consultant	Minimum 16 years education in IT/Computer Engineering/ Software Engineering, Financials or equivalent	- At least five years of relevant experience in the field of ERP Systems end to end deployments - Solid understanding ERP Business process and Financial and Accounting management best practices and techniques - Should have completed at least two cycle of ERP deployments as Financial Functional Consultant. - Relevant Certification/Training
3	Human Resource	Minimum 16 years education in IT/Computer	At least five years of relevant experience in the field of ERP Systems end to end deployments

		Functional Consultant	Engineering/ Software Engineering, Human Resources or equivalent	• Solid understanding ERP Business process and Human Resources management best practices and techniques • Should have completed at least two cycle of ERP deployments as Human Resource Functional Consultant. • Relevant Certification/Training
	4	Supply Chain Functional Consultant	Minimum 16 years education in IT/Computer Engineering/ Software Engineering, Supply Chain or equivalent	• At least five years of relevant experience in the field of ERP Systems end to end deployments • Solid understanding ERP Business process and Supply Chain management best practices and techniques • Should have completed at least two cycle of ERP deployments as Supply Chain Functional Consultant. • Relevant Certification/Training
	5	ERP Solution Technical Consultant	Minimum 16 years education in IT/Computer Engineering/ Software Engineering or equivalent	• At least five years of relevant experience in the field of ERP Systems deployments especially two years in on premises ERP Solution deployments. • Solid understanding on premises ERP Solution architecture applications best practices, data security and disaster recovery. • Should have completed at least one cycle of on premises ERP deployments. • Relevant Certification/Training
	6	Developer	Minimum 16 years education in IT/Computer Engineering/ Software Engineering or equivalent	• At least five years of relevant experience in the field of reports, forms and customization of ERP Systems. • Solid understanding reporting tools, dashboards and KPI's developments • Should have completed at least one cycle of ERP deployments. • Relevant Certification/Training
	7	Database Administrator	Minimum 16 years education in IT/Computer Engineering/ Software Engineering or equivalent	• At least five years of relevant experience in the field of ERP database administration, query writing and store procedures writing. • Solid understanding SQL, ERP database schema, ERP Database integrations and database operations • Should have completed at least one cycle of ERP deployments. • Relevant Certification/Training
4.	Compliance to the Technical requirements as detailed in Section III			

AWARD OF CONTRACT: All bids will be evaluated on basis of above given evaluation criteria and the bidders who do not fulfill above mentioned evaluation criteria will be considered as technically non-responsive bidders and will not be taken into consideration for Financial Evaluation. However technically qualified bidders (Responsive to Evaluation Criteria) will be considered as responsive bidder, and among technically responsive and qualified bidders, Financial Proposals of only Technically Qualified & responsive Bidders will be opened. The Criteria for Financial Evaluation will be **Lowest Bid**, i.e., technically qualified bidder (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15%
2.6.2	Deleted
2.6.2	Deleted

Section-V: General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Supplier shall not, without the Procuring Agency's 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 Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall

be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. Within seven (7) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) .

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC

and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional

requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

[in case of Framework Modality the Procuring Agency may amend these condition as per its requirements]

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

[Further conditions may be incorporated by the Procuring Agency keeping in view the nature of contract, DDP, CIF, C&F, FOR, FOP for example; for a DDP contract the clause may be as follows:].

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

[If required and decided by the Procuring Agency]

11.1. The Goods supplied under the Contract shall be delivered *[form of content to be decided by the Procuring Agency]* duty form paid under which risk is transferred to the buyer after having been delivered, hence *[details coverage to be decided by the Procuring Agency]* is sellers responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including *(details to be decided by Procuring Agency as per requirement)* insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

*[If required and
decided by the
Procuring Agency]*

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

14. Spare Parts

*[If required and
decided by the
Procuring Agency]*

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for _____ *[to be decided by the Procuring Agency]* year/months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for _____ *[to be decided by the Procuring Agency]* year/months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is *PKR*

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

- 19. Contract Amendments** 19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.
- 20. Assignment** 20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
- 21. Sub-contracts** 21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 20.
- 22. Delays in the Supplier's Performance** 22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements-
- 22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.
- 23. Liquidated Damages** 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified

in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

**24. Termination
for Default**

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- vi. coercive practice by 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 to achieve a wrongful gain or to cause a wrongful loss to another party;*
- vii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- viii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- ix. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- x. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; 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, or acts intended to materially impede the exercise of inspection and audit process*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault

or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations 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. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

**26. Termination
for Insolvency**

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

**27. Termination
for Convenience**

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes	28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.
29. Governing Language	29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
31. Notices	31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC. 31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Project Management Unit, Punjab Seed Corporation

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan.

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: Punjab Seed Corporation Head Office Lahore.

2. Country of Origin (GCC Clause 3)

Ineligible Countries: Indian & Israel

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: Five (5) percent of the Contract Price

GCC 7.4—the Performance Guarantee shall be reduced to 2.5% on successfully deployment/Go-Live. The 2.5% performance guarantee shall be maintained during the SLA period.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and testing of Information system will be carried out as follows:
The Inspection of will be carried out by the Technical/Inspection Committee

5. Packing (GCC Clause 9)

GCC 9.2- Deleted.

6. Delivery and Documents

GCC 10.3—As per the details mentioned in schedule of requirements.

7. Insurance

(GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is sellers' responsibility, they may arrange appropriate coverage.

The risks and coverage by insurance shall be:

- (i) Professional liability insurance, with a minimum coverage of 1.5 times the value of the contract and claimable in Employer's country.
- (ii) Installation "All Risks" Insurance as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.
- (iii) Third Party motor vehicle: PKR 20,000,000.
- (iv) Third Party liability: PKR 30,000,000.
- (iv) Employer's liability and workers' compensation insurance in respect of the experts and Sub-contractors in accordance with the relevant provisions of the applicable law in the Purchaser's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriated.
- (v) Loss or damage to equipment and property;

Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any documents and data prepared by the Service Provider in the performance of the Services.

Copy of the insurance policy (that such insurance has been taken out and maintained and that the current premiums have been paid) shall be presented to the Employer within 30 days after the effective date of this

8. Incidental Services (GCC Clause 13)

The Service Level Agreement for the first year will be part of this contract, extendable on annual basis as agreed.

9. Spare Parts

NA

11. Warranty (GCC Clause 15.2)

Warranty: As per the source's standard warranties.

12. Payment (GCC Clause 16)

Payment may be made in Pak. Rupees in the following manner: Upon Supply and acceptance after inspection of Items as per the Specifications

S.no	Description of Requirements	Payment %
1	Submission and acceptance of Project Plan as per the scope of work	10%
2	Submission and acceptance of Hardware Requirements and specifications for implementation of solution	5%
3	Submission and acceptance of report on the basis Study of existing system AS-IS document	10%
4	Submission and acceptance of detailed report on the proposed system implementation – TO-BE document	20%
5	Provision of Software Licences duly accepted by the client and as per the requirements agreed	35 %
6	Go-Live- Completion of implementation	20%

S.no	Service Level Agreement	Payment %
1	one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Purchaser's approval of invoices	100 %

13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

Rate shall be one (1%) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price against the delayed activities.

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes:

—Supplier's address for notice purposes:

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

S.no	Description of Requirements	Timeline
1	Submission of Project Plan as per the scope of work	2 Weeks from the signing of contract
2	Submission of Hardware Requirements and specifications for implementation of solution	3 Weeks from the signing of contract
3	Submission of report on the basis Study of existing system AS-IS document	11 Weeks from the Signing of Contract
4	Submission of detailed report on the proposed system implementation – TO-BE document	24 Weeks from Signing of Contract
5	Provision of Software Licences	28 Weeks from signing of contract
6	Go-Live- Completion of implementation	38 Weeks from Signing of contract

Section-VIII: Sample Forms

8.1 Bid Form(Financial Bid)

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form

8.3. Manufacturer's Authorization Form

Deleted

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

[The Procuring Agency should formulate General Information Form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of a generalized General Information Form may be as provided above.]

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.]

8.7. Performance Guarantee Form(In Case of Bank Guarantee)

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[name and address of the Procuring Agency]

WHEREAS (Name _____ of _____ the _____ Contractor/ _____ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROVISION OF _____"** procurement of the following:

1. **[Please insert details]**.

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20____, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.]

8.8. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specifications dimensions

Stamp & Signature of Bidder _____

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.]

8.9. Contract Form

[Draft]

THIS AGREEMENT made on the _____ day of _____ 20____ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called “the Procuring Agency”) on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

[The Procuring Agency should formulate Contract Form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of a generalized Contract Form may be as provided above.]

8.10. Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

S.No	Description	[insert: Local Currency] Price-PKR
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)	
2.	Recurrent Costs (from Recurrent Cost Summary Table)/Service Level Agreement (SLA) Annual basis	
3.	Grand Totals (to Bid Submission Form)	

Name of Bidder:		
Authorized Signature of Bidder:		

Supply and Installation Cost Summary Table

Supply & Installation Prices			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	[insert: Local Currency] Price-PKR
1	Submission of Project Plan	- -	- -
2	Submission of System hardware Requirement Report		
3	Study of Existing System and Submission of AS-IS document		
4	Submission of TO-BE Document		
5	Provision of Software Licenses		
6	Go-Live		
SUBTOTALS			
TOTAL (To Grand Summary Table)			

Note: Attach Separate sub-tables for sub-components contributing to the cost summary if required

Recurrent Cost Summary Table

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	<i>[insert: Local Currency] Price</i>
y	Recurrent Cost Items		
y.1	_____	y.1	
	Subtotals (to Grand Summary Table)		

Note: Attach Separate sub-tables for sub-components contributing to the cost summary if required

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

The evaluation shall be carried out **Item wise**.

Stamp & Signature of Bidder _____

8.11. Bid Security Form (In Case of Bank Guarantee)

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Bidding Documents.		
2	Bid Security of as detailed in ITB 2.3.8 of datasheet (to be provided with technical proposal) , in the form of Bank Guarantee/Demand Draft/CDR/Pay Order, the Bid Security is as per PPRA Rule # 27 which states "The procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price. The Bid security must be submitted with the technical proposal.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN)		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	(In Case of JV) Bidder s JV Member information as per form 8.2		
6	Technical Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm duly signed and stamped.		
7	Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
8	Bid Security Form (as per form 8.11 of Bidding documents in case of Bank Guarantee) on letter head of the firm, duly signed and stamped.		
9	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
10	Affidavit(as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not blacklisted from any Department. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information.		

	(iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department. Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	Bidder Profile as per the bidding forms.		

Stamp & Signature of Bidder _____