



**RFP No. ADU/Pro/PMIS II & III-Con/2018-19/01**

**BIDDING DOCUMENT  
REQUEST FOR PROPOSAL (RFP)**

**Hiring Non-Consulting Services of IT Firm for Developing  
Procurement Management Information System (PMIS)  
(Phase II & III)**

**(National Competitive Bidding)**

Issued To: \_\_\_\_\_  
Issued On: \_\_\_\_\_  
Signature of: \_\_\_\_\_  
Issuing Officer

**CHIEF TECHNICAL ADVISOR  
Agriculture Delivery Unit (ADU)  
1<sup>st</sup> Floor, Agriculture Marketing Building  
21-Davis Road, Lahore.  
Ph.: +92 - 42 - 99205547**

**June-2018**



## Invitation for Bids

Dated: 14<sup>th</sup> June, 2018

Chief Technical Advisor, Agriculture Delivery Unit, Lahore, has received its budget allocation from Government of the Punjab for the FY 2018-19. It is intended that part of this budget will be applied to eligible payments towards the cost of “Hiring Non-Consulting Services of IT Firm for Developing Procurement Management Information System (PMIS) (Phase-II & III)”. Details are as under:

Sr. #	Item	Quantity	Bid Security (PKR)
1.	Procurement Management Information System (PMIS) (Phase-II & III)	01	Rs. 500,000/- up to 5% of Estimated Cost)

- Chief Technical Advisor, Agriculture Delivery Unit, Lahore, invites sealed bids for the above from IT development firms / companies.
- Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Punjab Procurement Rules-2014 (as amended up to date) and is open to all eligible bidders as defined in the bidding document.
- Interested eligible bidders may **IMMEDIATELY** obtain bidding documents during office hours (8am to 4pm Monday to Friday) after payment of Rs. 300/- from Room No. 1, Agriculture Delivery Unit, 1<sup>st</sup> Floor, Office of Special Secretary Agriculture Marketing, 21-Davis Road, Lahore.
- The provisions in the Instructions to Bidders, Bid Data Sheet, and General & Special Conditions of Contract are the provisions of the Bidding Documents.
- Sealed Bids must be delivered to the above office **on or before 11:00 am on 05-07-2018**. Proposals must be accompanied by a **Bid Security as mentioned above** in the form of CDR, Pay Order, Demand Draft, or Banker’s Cheque duly issued from a Scheduled Bank of Pakistan.
- Bids will be opened in the presence of bidders’ representatives, who choose to attend at **11:30 am on 05-07-2018** in the Room # 1, Agriculture Delivery Unit, 1<sup>st</sup> Floor, Office of the Special Secretary Agriculture Marketing, 21-Davis Road, Lahore.
- The bidders are requested to give their best and final prices (inclusive of all applicable Taxes) as no negotiations are expected.
- Taxes will be deducted as per applicable government rules. NTN and PST registration certificate must be provided with the Technical Proposal.
- This advertisement and bidding documents can be **VIEWED** on [www.agripunjab.gov.pk](http://www.agripunjab.gov.pk) and <http://www.ppra.punjab.gov.pk> for information **ONLY**.
- Bidding documents, purchased **ONLY** from Agriculture Delivery Unit, 1<sup>st</sup> Floor, Office of Special Secretary Agriculture Marketing, 21-Davis Road, Lahore will be considered for further processing.
- For obtaining any further information or clarifications, please contact the person named below:

ALTAF HUSSAIN KAHOOT  
Procurement Analyst,  
Agriculture Delivery Unit,  
Agriculture House, 21-Davis Road, Lahore.  
Ph: 042-99205547, Cell: 0300-5189770  
Email: [altaf.hussain@agripunjab.gov.pk](mailto:altaf.hussain@agripunjab.gov.pk)

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**Part-I**  
**Section I. Instructions to Service Providers**

**A. Introduction**

- 1. Source of Funds** 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.
- 2. Eligible Service Providers** 2.1 This Invitation for Bids is open to all Service Providers, except as provided hereinafter.
- 2.2 Service Providers 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 consulting services for the preparation of the design, specifications, ToRs and other documents to be used for the procurement of the services and ancillary Goods (if any) to be procured under this Invitation for Bids.
- 2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.
- 2.4 Service Providers shall not be under a declaration of blacklisting by any Government Department (Federal or Provincial) or Punjab Procurement Regulatory Authority (PPRA).
- 3. Eligible Services** 3.1 All Services and ancillary Goods (if any) to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such Services and ancillary Goods (if any).
- 3.2 For purposes of this clause, “origin” means the place from where the services and Goods (if any) are supplied, produced, mined, or grown. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 3.3 The origin of Services and ancillary Goods (if any) is distinct from the nationality of the Service Provider.
- 4. Cost of Bidding** 4.1 The Service Provider 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 Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bidding Documents**

- 5. Content of Bidding Documents** 5.1 The Services and ancillary Goods (if any) required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Service Providers (ITS)
  - (b) Bid Data Sheet
  - (c) Schedule of Requirements
  - (d) Terms of Reference
  - (e) Bid Submission Form
  - (f) Manufacturer’s Authorization Form
  - (g) Price Schedules
  - (h) Contract Form
  - (i) Performance Security Form
  - (j) General Conditions of Contract (GCC)
  - (k) Special Conditions of Contract (SCC)
  - (l) Annexures I - III
- 5.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Service Provider’s risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents** 6.1 A prospective Service Provider requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in ITS Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all

prospective Service Providers that have received the bidding documents.

- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service Provider, may modify the bidding documents by amendment.
- 7.2 All prospective Service Providers that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3 In order to allow prospective Service Providers reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- 8. Language of Bid**
- 8.1 The bid prepared by the Service Provider, as well as all correspondence and documents relating to the bid exchanged by the Service Provider and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Service Provider may be in same language.
- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Service Provider shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITS Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITS Clause 13 that the Service Provider is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITS Clause 14 that the Services and ancillary Goods to be supplied by the Service Provider are eligible Services and Goods and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITS Clause 15.

- 10. Bid Form** 10.1 The Service Provider shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.
- 11. Bid Prices** 11.1 The Service Provider shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Services it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.
- 11.4 The Service Provider's separation of price components in accordance with ITS Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Service Provider shall be fixed during the Service Provider'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 nonresponsive and will be rejected, pursuant to ITS Clause 24.
- 12. Bid Currencies** 12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- 13. Documents Establishing Service Provider's Eligibility and Qualification** 13.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the Service Provider's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Service Provider's eligibility to bid shall establish to the Purchaser's satisfaction that the Service Provider, at the time of submission of its bid, is eligible as defined under ITS Clause 2.
- 13.3 The documentary evidence of the Service Provider's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Service Provider offering to supply Services and ancillary Goods under the contract which the Service Provider did not produce or manufacture, the



Service Provider has been duly authorized by the original Service provider or ancillary goods' Manufacturer or producer to supply the in Pakistan;

- (b) that the Service Provider has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Service Provider not doing business within Pakistan, the Service Provider is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Service Provider's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and / or Terms of Reference; and
- (d) that the Service Provider meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents  
Establishing  
Services' and  
ancillary  
Goods'  
Eligibility and  
Conformity to  
Bidding  
Documents**

14.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Services and ancillary goods which the Service Provider proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the Services and ancillary Goods shall consist of a statement in the Price Schedule of the country of origin of the Services and ancillary Goods offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.

14.3 The documentary evidence of conformity of the Services and ancillary Goods to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the Services and ancillary 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 Services and ancillary Goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the Services and ancillary Goods by the Purchaser; and

- (c) an item-by-item commentary on the Purchaser's Terms of Reference demonstrating **substantial responsiveness** of the Services and ancillary Goods to those Terms of Reference and / or specifications, or a statement of deviations and exceptions to the provisions of the Terms of Reference.

14.4 For purposes of the commentary to be furnished pursuant to ITS Clause 14.3(c) above, the Service Provider shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Terms of Reference, are intended to be descriptive only and not restrictive. The Service Provider may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Terms of Reference.

## **15. Bid Security**

15.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Service Provider's conduct which would warrant the security's forfeiture, pursuant to ITS Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid not secured in accordance with ITS Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITS Clause 24.

15.5 Unsuccessful Service Providers' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITS Clause 16.

15.6 The successful Service Provider's bid security will be discharged upon the Service Provider signing the contract, pursuant to ITS

Clause 32, and furnishing the performance security, pursuant to ITS Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Service Provider withdraws its bid during the period of bid validity specified by the Service Provider on the Bid Form; or
- (b) in the case of a successful Service Provider, if the Service Provider fails:
  - (i) to sign the contract in accordance with ITS Clause 32;  
**or**
  - (ii) to furnish performance security in accordance with ITS Clause 33.

**16. Period of  
Validity of Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITS Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Service Provider's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITS Clause 15 shall also be suitably extended. A Service Provider may refuse the request without forfeiting its bid security. A Service Provider granting the request will not be required nor permitted to modify its bid, except as provided in ITS Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

**17. Format and  
Signing of Bid**

17.1 The Service Provider 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 govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Service Provider or a person or persons duly authorized to bind the Service

Provider to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Service Provider 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 Service Provider is awarded the contract.

#### **D. Submission of Bids**

#### **18. Sealing and Marking of Bids**

18.1 The Service Provider 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.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser 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 for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITS Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Service Provider to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITS Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

#### **19. Deadline for Submission of Bids**

19.1 Bids must be received by the Purchaser at the address specified under ITS Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITS Clause 7, in which case all rights and

obligations of the Purchaser and Service Providers previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITS Clause 19 will be rejected and returned unopened to the Service Provider.

**21. Modification and Withdrawal of Bids**

21.1 The Service Provider 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 Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Service Provider's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITS Clause 18. 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.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 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 Service Provider on the Bid Form. Withdrawal of a bid during this interval may result in the Service Provider's forfeiture of its bid security, pursuant to the ITS Clause 15.7.

**E. Opening and Evaluation of Bids**

**22. Opening of Bids by the Purchaser**

22.1 The Purchaser will open all bids in the presence of Service Providers' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Service Providers' representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The Service Providers' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Service Provider pursuant to ITS Clause 20.

22.3 Bids (and modifications sent pursuant to ITS Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Service Providers.

22.4 The Purchaser will prepare minutes of the bid opening.

**23. Clarification of Bids**

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Service Provider for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. Preliminary Examination**

24.1 The Purchaser 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.

24.2 Arithmetical errors will be rectified on the following basis. 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 Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Service Provider.

24.4 Prior to the detailed evaluation, pursuant to ITS Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially 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** (ITS Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's

responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Service Provider by correction of the nonconformity.

**25. Qualification & Evaluation of Bids**

25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Service Provider is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITS Clause 13.3.

25.2 The determination will take into account the Service Provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider's qualifications submitted by the Service Provider, pursuant to ITS Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITS Clause 24, as per Terms of Reference required

25.4 The Purchaser's **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

**Alternate**

**25.5 Quality & Cost-based Selection:**

The following merit point system for weighing evaluation factors can be applied **if specified** in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

*[In the Bid Data Sheet, choose from the range of]*

Price of the Services and ancillary Goods	60 to 90
Quality, technology and metallurgy	0 to 20
Performance and productivity	0 to 20
Standardization	0 to 20
Projected life-cycle cost	0 to 20
Operating and maintenance costs	0 to 20
Cost of spare parts and after-sales-service	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

- 26. Contacting the Purchaser**
- 26.1 Subject to ITS Clause 23, no Service Provider shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Service Provider wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.
- 26.2 Any effort by a Service Provider to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Service Provider's bid.

#### **F. Award of Contract**

- 28. Award Criteria**
- 28.1 Subject to ITS Clause 30, the Purchaser will award the contract to the successful Service Provider whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Service Provider is determined to be qualified to perform the contract satisfactorily.
- 29. Purchaser's Right to Vary Duration and Quantities at Time of Award**
- 29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of Services and ancillary Goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Purchaser's Right to Accept or Reject All Bids**
- 30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Service Provider or Service Providers or any obligation to inform the Service Provider or Service Providers of the grounds for the Purchaser's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Service Provider in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Service Provider's furnishing of the performance security pursuant to ITS Clause 33, the Purchaser



will promptly notify each unsuccessful Service Provider and will discharge its bid security, pursuant to ITS Clause 15.

**32. Signing of Contract**

32.1 At the same time as the Purchaser notifies the successful Service Provider that its bid has been accepted, the Purchaser will send the Service Provider the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Service Provider shall sign and date the contract and return it to the Purchaser.

**33 Performance Security**

33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Service Provider shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Service Provider to comply with the requirement of ITS Clause 32 or ITS Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Service Provider or call for new bids.

**34. Corrupt or Fraudulent Practices**

34.1 The Procuring Agency requires that Service Providers, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) "collusive practice" is an arrangement among Service Providers (prior to or after bid

submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

34.2 Furthermore, Service Providers shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

**Part-I**  
**Section II. Bid Data Sheet**

The following specific data for the Services and ancillary Goods (if any) to be procured shall complement, supplement, or amend the provisions in the Instructions to Service Providers (ITS) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITS.

<b>Introduction</b>	
<b>ITS 1.1</b>	Name of Procuring Agency: <b>Agriculture Delivery Unit, Department of Agriculture, Government of the Punjab, 21-Davis Road, Lahore.</b>
<b>ITS 1.1</b>	Name of Contract: <b>Hiring Non-Consulting Services of IT Firm for Developing Procurement Management Information System (PMIS) (Phase II &amp; III)</b>
<b>ITS 4.1</b>	Name of Purchaser: <b>Babar Zafar Malik, Chief Technical Advisor, Agriculture Delivery Unit, Department of Agriculture, Government of the Punjab, 21-Davis Road, Lahore.</b>
<b>ITS 6.1</b>	<p>For clarification purposes, the Employer's address is: <b>Altaf Hussain Kahoot, Procurement Analyst, Agriculture Delivery Unit, Department of Agriculture, Government of the Punjab, 21-Davis Road, Lahore.</b></p> <p>The Employer shall receive requests for clarification no later than <b>25.06.2018 (Monday)</b> during office hours.</p> <p>A pre-bid meeting will be held on <b>29.06.2018 (Friday)</b> at <b>11 AM</b> in ADU Office, Room No.01, 1<sup>st</sup> Floor, Agriculture Marketing Building, 21-Davis Road, Lahore</p>
<b>ITS 8.1</b>	Language of the bid is: <b>English</b>

<b>Bid Price and Currency</b>	
<b>ITS 11.2</b>	The price quoted shall be inclusive of all taxes & charges involved in the delivery / performance of contract in accordance with the Terms of References / Schedule of Requirements. No payment shall be made in addition to quoted price.
<b>ITS 11.5</b>	The price shall be in <b>Pak Rupees</b> and shall be <b>fixed</b> .

<b>Preparation and Submission of Bids</b>	
<b>ITS 13.2</b>	In case of exemption from any tax, duly issued and valid Exemption Certificate must be attached.
<b>ITS 15.1</b>	<p><b>Amount of Bid Security: PKR 500,000/-</b> (up-to 5% of the estimated cost).</p> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Demand Draft, Bankers' Cheque, or Pay Order duly issued from a scheduled bank of Pakistan in favor of <b>Chief Technical Advisor, Agriculture Delivery Unit, Lahore.</b></p> <p><b>NOTE:</b> The amount of Performance Security is <b>2%</b> of the Contract Price in the form of Call Deposit, Demand Draft, Bankers' Cheque, or Pay Order duly issued from a scheduled bank of Pakistan to be provided by the successful bidder before contract signing.</p>
<b>ITS 16.1</b>	<b>Bid Validity Period: 90 days</b> after the date of opening of bid.
<b>ITS 17.1</b>	<p>Bids shall be submitted in the format of <b><u>Signal Stage - Two Envelop</u></b> bidding procedures as provided in Punjab Procurement Rule-2014 (as amended). The envelopes shall be marked as "<b><u>Technical Proposal &amp; Financial Proposal</u></b>" along with the name and address of the bidder.</p> <p><b>Financial Proposal</b> shall be on prescribed forms i.e. Bid Submission Form &amp; Price Schedule. The above-mentioned forms are placed in Section V of part I of these bidding documents.</p> <p>The envelopes of Technical Proposal and Financial Proposal shall be placed in a <b>common outer envelope</b> containing the <b>name of bidder</b> with the title:</p> <p><b>Hiring Non-Consulting Services of IT Firm for Developing Procurement Management Information System (PMIS) (Phase II &amp; III)</b></p>
<b>ITS 18.2 (a)</b>	<p>Address for Bid Submission:</p> <p><b>Room No. 01, Agriculture Delivery Unit (ADU), 1<sup>st</sup> Floor, Agriculture Marketing Building, 21-Davis Road, Lahore.</b></p> <p><b>Ph.: +92 - 42 – 99205547</b></p>

<b>ITS 18.2 (b)</b>	IFB Title and Number:  Title: <b>Hiring Non-Consulting Services of IT Firm for Developing Procurement Management Information System (PMIS) (Phase II &amp; III)</b>  Number: <b>ADU/Pro/PMIS II &amp; III-Con/2018-19/01</b>
<b>ITS 19.1</b>	Deadline for Bid Submission: <b>1100 hours on 05-07-2018 (Thursday)</b>
<b>ITS 22.1</b>	Time, Date, and Place for Bid Opening: <u>Time:</u> <b>1130 hours</b> <u>Date:</u> <b>05-07-2018 (Thursday)</b> <u>Place:</u> <b>Room No. 01, Agriculture Delivery Unit (ADU), 1<sup>st</sup> Floor, Agriculture Marketing Building, 21-Davis Road, Lahore.</b>

<b>Bid Evaluation</b>																												
<b>ITS 25.3</b>	<p><b>MANDATORY REQUIREMENTS</b></p> <table border="1" data-bbox="440 932 1422 1486"> <thead> <tr> <th data-bbox="440 932 1219 974" style="text-align: center;">Description</th> <th data-bbox="1219 932 1422 974" style="text-align: center;">Requirement</th> </tr> </thead> <tbody> <tr> <td data-bbox="440 974 1219 1129">Legal Status of Firm (Registered with the following) Security Exchange Commission of Pakistan or Registrar of Firms</td> <td data-bbox="1219 974 1422 1129" style="text-align: center;">✓</td> </tr> <tr> <td data-bbox="440 1129 1219 1251">Registered with Federal Board of Revenue (FBR) for Income Tax with active status on Active Taxpayer List (ATL)</td> <td data-bbox="1219 1129 1422 1251" style="text-align: center;">✓</td> </tr> <tr> <td data-bbox="440 1251 1219 1329">Registration with Punjab Revenue Authority (PRA) for Punjab Sales Tax (PST)</td> <td data-bbox="1219 1251 1422 1329" style="text-align: center;">✓</td> </tr> <tr> <td data-bbox="440 1329 1219 1407">Fulfilling all requirements of clause 2 "Eligibility" of Instructions to the Applicant</td> <td data-bbox="1219 1329 1422 1407" style="text-align: center;">✓</td> </tr> <tr> <td data-bbox="440 1407 1219 1486">Affidavit of non-blacklisting and correctness of information on prescribed format placed at <b>Annexure-I</b></td> <td data-bbox="1219 1407 1422 1486" style="text-align: center;">✓</td> </tr> </tbody> </table> <p data-bbox="440 1486 1320 1528">(Please attach valid copies of all certificates / relevant Documents)</p> <p data-bbox="440 1570 1239 1602"><b>DISTRIBUTION OF TECHNICAL SCORE (Maximum Score 100)</b></p> <table border="1" data-bbox="440 1640 1409 1879"> <thead> <tr> <th data-bbox="440 1640 548 1682" style="text-align: center;">Sr. #</th> <th data-bbox="548 1640 1084 1682" style="text-align: center;">Category</th> <th data-bbox="1084 1640 1409 1682" style="text-align: center;">Maximum Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="440 1682 548 1724" style="text-align: center;">1</td> <td data-bbox="548 1682 1084 1724">Quality Management System</td> <td data-bbox="1084 1682 1409 1724" style="text-align: center;">20</td> </tr> <tr> <td data-bbox="440 1724 548 1766" style="text-align: center;">2</td> <td data-bbox="548 1724 1084 1766">Financial Soundness of the Bidder</td> <td data-bbox="1084 1724 1409 1766" style="text-align: center;">20</td> </tr> <tr> <td data-bbox="440 1766 548 1808" style="text-align: center;">3</td> <td data-bbox="548 1766 1084 1808">Technical competence of the Bidder</td> <td data-bbox="1084 1766 1409 1808" style="text-align: center;">40</td> </tr> <tr> <td data-bbox="440 1808 548 1879" style="text-align: center;">4</td> <td data-bbox="548 1808 1084 1879">Presentation and Demonstration of the Proposed Solution</td> <td data-bbox="1084 1808 1409 1879" style="text-align: center;">20</td> </tr> </tbody> </table>	Description	Requirement	Legal Status of Firm (Registered with the following) Security Exchange Commission of Pakistan or Registrar of Firms	✓	Registered with Federal Board of Revenue (FBR) for Income Tax with active status on Active Taxpayer List (ATL)	✓	Registration with Punjab Revenue Authority (PRA) for Punjab Sales Tax (PST)	✓	Fulfilling all requirements of clause 2 "Eligibility" of Instructions to the Applicant	✓	Affidavit of non-blacklisting and correctness of information on prescribed format placed at <b>Annexure-I</b>	✓	Sr. #	Category	Maximum Score	1	Quality Management System	20	2	Financial Soundness of the Bidder	20	3	Technical competence of the Bidder	40	4	Presentation and Demonstration of the Proposed Solution	20
Description	Requirement																											
Legal Status of Firm (Registered with the following) Security Exchange Commission of Pakistan or Registrar of Firms	✓																											
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Sr. #	Category	Maximum Score																										
1	Quality Management System	20																										
2	Financial Soundness of the Bidder	20																										
3	Technical competence of the Bidder	40																										
4	Presentation and Demonstration of the Proposed Solution	20																										

Total Score	100
<b>Minimum Qualifying Score</b>	<b>80</b>

**1. Quality Management System (Maximum Score- 20)**

ISO 9001:2015 Certified or Equivalent	If Yes = 20 Score If No = 0 Score	20
---------------------------------------	--------------------------------------	----

**2. Financial Soundness of the Bidder (Maximum Score - 20)**

Following information will be extracted from the Income Tax Returns of the applicant for the last 3 years (2015, 2016, & 2017) to be placed as **Annexure II** of the Bidding Documents by the Bidder.

The bidder has to fulfil the requirements of annual turn-over for all the 3 years in order to get score of a particular category; otherwise score of immediately lower category will be awarded.

<b>Annual Turn Over (in PKR)</b>	<b>MAXIMUM SCORE</b>
Up to 20 Million per year	4
More than 20 to 30 Million per year	10
More than 30 to 40 Million per year	16
More than PKR 40 Million and above per year	20

**Technical Competency of the bidder – Existing Applications/Systems developed by the bidder. (Maximum Score - 40)**

**NOTE:**

- i. Use template placed at **Annexure-III** to provide experience
- ii. Assignments should not be older than last 5 years (i.e. 2013 onwards) and should not be less than PKR 8 million each.

<b>DESCRIPTION</b>	<b>Distribution of mark</b>	<b>MAXIMUM SCORE</b>
Browser Independent Software/System	If Yes = 6 Score If No = 0 Score	6

Integration thorough REST API or other web services.	If Yes = 6 Score If No = 0 Score	6
User level rights and access management	If Yes = 6 Score If No = 0 Score	6
Real-time Analytics	If Yes = 6 Score If No = 0 Score	6
High user traffic	<ul style="list-style-type: none"> <li>• Users 1 to 9999 = 1 Score</li> <li>• Users 10,000 to 19,999 = 3 Score</li> <li>• Users 20,000 and above = 6 Score</li> </ul>	6
Paid Software/Systems available to market	If Yes = 5 Score If No = 0 Score	5
5+ Years of Experience in providing in-house technical support. *	If Yes = 5 Score If No = 0 Score	5
*Provide reasonable documentary evidence.		

**4. Presentation and Demonstration of the Proposed Solution (Max. Score: 20)**

DESCRIPTION	Distribution of mark	MAXIMUM SCORE
Demonstrate Proposed System – Conceptual	<b>Only Presentation of Idea (5 Score)</b> Note: idea to be in line with the schedule of requirements and ToRs	5
	<b>Presentation of Idea with Prototype(15 Score)</b> - Prototype (05 Score) - Quality of Software (10 Score)	15
	<b>Presentation of Idea with functional software (20 Score)</b> - Software Demo (10 Score) - Quality of Software (10 Score)	20

**Note: Financial Proposals of ONLY the bidders who receive 80% of the Technical Score shall be opened.**

	<p><b><u>Evaluation of financial proposal (Maximum Score 100):</u></b></p> <p>The <b>lowest evaluated Financial Proposal (Fm)</b> is given the <b>maximum financial score (Sf)</b> of <b>100</b>.</p> <p>The <b>formula</b> for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The <b>weights</b> given to the <b>Technical (T)</b> and <b>Financial (P)</b> Proposals are:  <b>T = 70% /weight</b>, and  <b>P = 30% / weight</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <b>S = St x T% + Sf x P%</b>.</p>
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<b>Contract Award</b>	
<b>ITS 29.1</b>	Percentage for quantity increase or decrease: <b>15%</b>



Part-I  
**Section III. Schedule of Requirements**

<b>Sr. #</b>	<b>Description/ Requirements</b>	<b>Qty</b>
<b>01</b>	Development of Procurement Management Information System (PMIS) Phase II & III	01 Each
<b>02</b>	Capacity Building of relevant Staff of Agriculture Department in using PMIS Phase II & III at Bahawalpur, Vehari, Multan, Faisalabad, Chakwal, Rawalpindi, Sargodha, and Lahore to be completed by 31.12.2018	800-1000

**Part-I**  
**Section IV. Terms of Reference (ToRs)**

### **Project Overview**

PMIS is electronic implementation of the procurement cycle that covers steps from spend analysis, identifying requisitions and setting up contracts with suppliers to the actual purchasing of products, works and services and then evaluation of these suppliers. Punjab Agriculture Department aims to achieve a single, unitary, end-to-end Procurement Management Information System (PMIS) solution for its all procurement needs. PMIS automates the internal processes associated with buying goods, works and services from third parties. The aim is to bring transparency, efficiency, accountability, and fairness, in the procurement and develop a better tool for procurement tracking vs cost analysis.

PMIS is planned to be implemented in 4 sequential phases and Phase-I is already completed and it covers structure and accounts management of Agriculture Department. It also incorporates the annual procurement plan of each procuring agency under the rules and regulations implemented by PPRA and other Departments of Government of the Punjab. Now Agriculture department is looking to implement the deep structure of auto generation of bidding documents in each procuring methodology under the compliance of PPRA rules and other government authorities under Phase-II & III. Department has decided to include in PMIS a catalogue of specifications for items to be procured including good, works and services. This catalogue will assist the end-users to choose a quality specification as per the guidelines of PPRA and international best practices.

### **Required features / functionalities of PMIS Phase II & III:**

1. Auto generation of standard bidding documents fulfilling the requirements of Punjab Procurement Rules & Regulations.
2. A built-in mechanism in PMIS to update if PPRA changes / amends Rules & Regulations in future.

3. Maintaining a catalogue of specification of items to be procured to assist existing procuring agencies to choose right specifications within their allocated funds.
- A database that may be used for future assessment and transparency of purchase of goods, works and services from right eligible vendors and suppliers.

### **Expectations from PMIS:**

- PMIS should be able to eliminate paper-based procurement system with electronic system in future.
- Authentic and valuable platform for each individual to estimate self and subordinates' progress and performance, under the well managed hierarchy. The system will manage hierarchies with respect to geographical locations, departments and designations.
- Provide access to remote users for its data entry, report generations and daily tasks related to PMIS easily, efficiently and correctly.
- Well organized online IT architecture, intelligent enough to decide the right procedure for every procurement process.
- Once procedure is decided, PMIS should be capable to generate customized bidding document according to the selected procedure and assist the procuring agency to proceed correctly in every step of its process.
- To push procuring agencies through auto-generated emails and SMS alerts to complete the planned procurement operations on time. SMS Alert Platform is already available with the Department.
- Inform higher relevant management, if one procuring agency is failed/failing to finish its procurement job on time.
- Provide a complete glance of each agency's performance regarding its procurement process within the organization and auto generate reports periodically as well as on any time, when needed.
- Tendency to generate customized reports as requested by management.

- Once the correct procurement process data is provided by each individual, system has to provide a secure source of compiled information for PPRA procurement information system.
- On basis of the historical data, system will provide an estimation platform for future needs of goods, work and services in the different locations of Punjab.
- Quick access to archived data and information on different levels within the organizations
- User friendly and to act as knowledge base to guide new procuring agencies / officers / officials in procurement process to meet their procurement needs.
- PMIS should be platform independent and should not be an off-the-shelf solution.
- Fully compatible with PMIS Phase-I.

### **Technical Understanding**

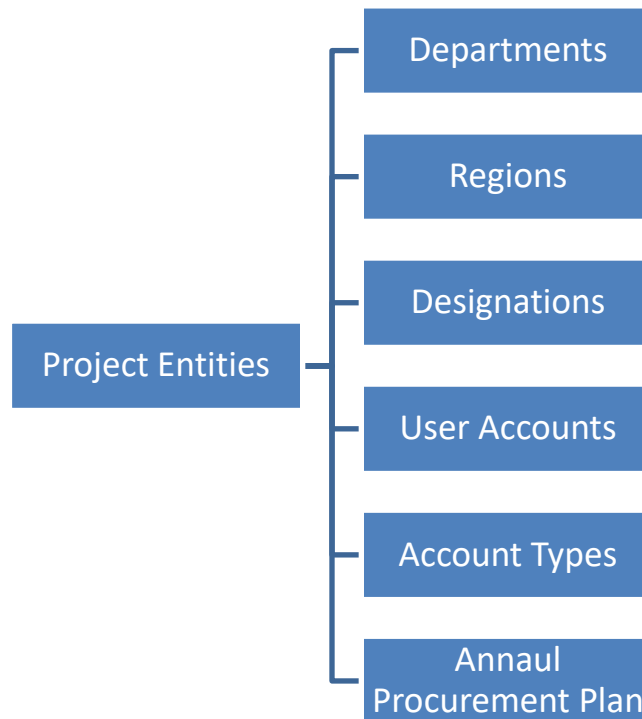
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We consider PHP/MySQL XHTML, jQuery, AJAX will be the right technologies to develop the PMIS-II & Phase-III. PMIS phase-I is already developed using the same technologies and the use of same platform will make it more robust and easy to embed with less effort and any possible compatibility issues.

# Development Road Map

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## Project Entities in PMIS Phase-I



### Departments

It's a three-level hierarchy starting from main level AGRICULTURE and the rest of the departments will be an extension of it.

### Regions

It's a four-level hierarchy composed of the province at the top then divisions, districts, and tehsil where each region may have one or more departmental office with their concerned designated PMIS users.

### Designation

This is a one level hierarchy that will support departmental nominees identification defined by the governing body (Govt. of Punjab).

### Account Types

There will be three kind of accounts

- Procuring agency
- Non procuring agency
- Software developers

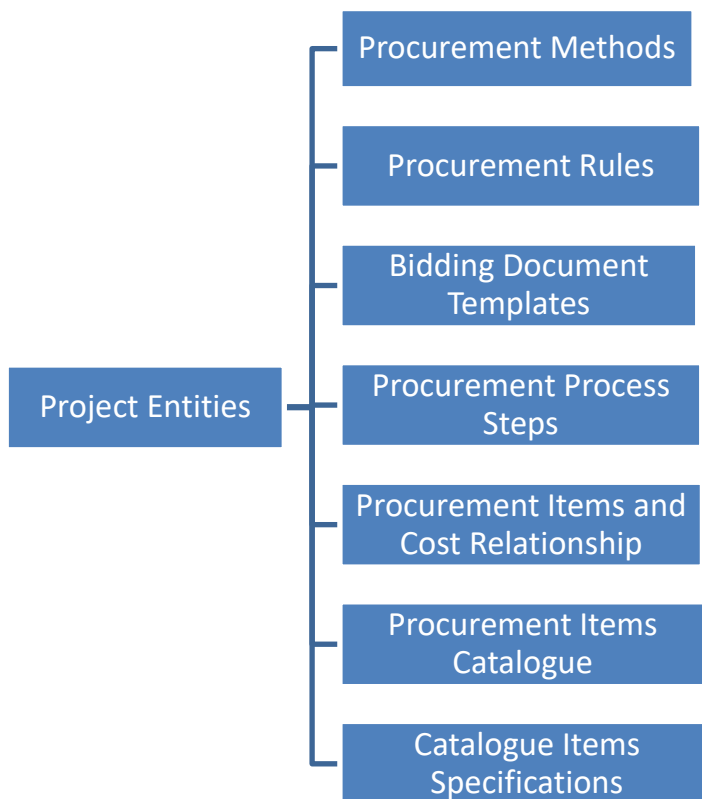
Only the **procuring agency** will have the role to proceed with the procuring process. Remaining two types will have no ability to involve in procuring process. The **non-procuring**

**agency** will be an account type that will be the part of the governing body and can use the system for their customized report generation and estimation. **The software developers** type is only related to the software development, maintenance and related roles.

### User Accounts

This will be the key entity of PIMS that is composed of all above entities to define their roles and jurisdictions related to their access and job roles. This will contain the unique username and password for all employees within the Agriculture Department and its sub-departments.

### Project Entities in PMIS Phase-II & Phase-III



### Procurement Methods

This entity will decide the procurement method to be proceeded for the procurement entry entered by procuring agency in its annual procurement plan or later on added as sudden procurement needs within the year on the basis of rules & regulations defined by PPRA on estimated cost of procurement process. The correct use of procurement method will ensure the correctness of procurement method within the entire department for which a complete

case file can be generated whenever needed for other regulatory authorities including NAB, higher management etc. for audit and reporting.

### **Procurement Rules**

This entity will hold the rules and regulations for each procurement method implemented by PPRA to perform right procurement process including Petty Purchase, Three Quotations, Open Bidding Procedure, Expression of Interest and Request for Proposals. This should be organized in a way that can meet the future need of amendments and updates made by PPRA from time to time.

### **Bidding Document Templates**

PMIS is required to be equipped with an intelligent mechanism that can generate standard documents in PDF format for each procurement method with pre-filled information as much as possible to eliminate manual data entry and document processing in every step of procurement process from advertisement to contract award.

In order to achieve this goal, PMIS must have a template repository where template for all possible document can be stored and system my auto use them on the basis of procurement method chosen to generate the desired document. This section must have add / edit functionality to meet future needs of any new document introduction or update of existing document templates.

### **Procurement Process Steps**

PMIS is developed and designed in a way that it can assist its users to use PMIS with aid of knowledge base platform along with its procurement process assistance. On every step, it provide a complete guide to its user for current step and upcoming steps along with the rules and regulations. By having this feature it will work as a procurement tutors to its users in an informative way although creation of a separate Tutorial (to be linked with PMIS) is ready with the Department.

## **Procurement Items and Cost Relationship**

Besides procurement process management, PMIS will be developed to be used to log cost of same items procured by different procuring agencies in different geographic locations of its implemented area to estimate a financial and transparency control of procurement and procuring agencies.

This tool can further be used for estimation of cost of specific procurement items, which may be required by other departments and attached department within the system.

## **Procurement Items Catalogue**

PMIS data management have a separate and well designed and developed section where central control center of PMIS will add the multiple items procured by different procuring agencies in different locations of the department. This section will store the items in chronological order to give the better assessment and estimation.

## **Catalogue of Specifications**

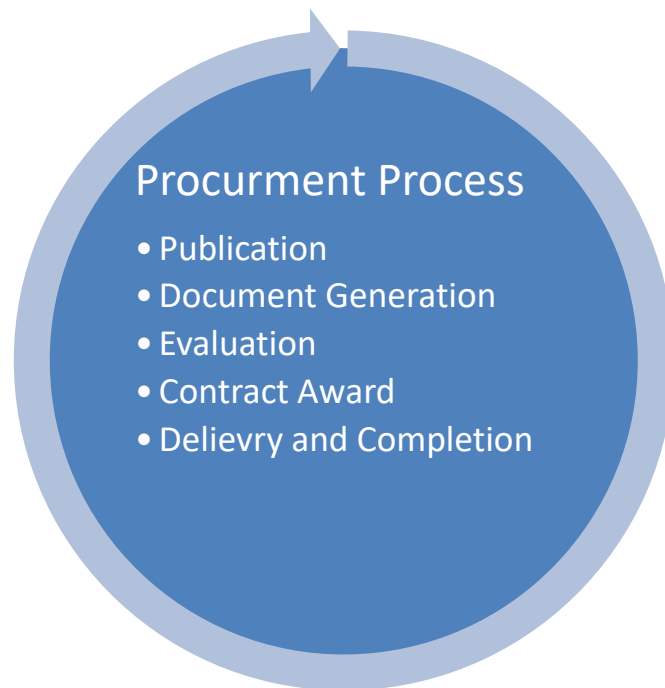
This will be the sub section of **ITEMS CATALOGUE** where multiple specification against individual items, which were either procured in the past and had good outcome or recommended by central office, will be stored and managed. This will give the better view to the procuring agencies to procure right items along with their needs within their allocated funds.



## Processes

### Procurement Methods

System has to decide procurement method on the basis of estimated cost and type of each individual procurement process added in annual procurement plan (Developed in Phase-I) by a procuring agency. It will provide a comprehensive knowledge base for method selected by system and once the procuring agency is agreed to proceed with the procuring method, PMIS will guide as procurement assistant to proceed with each step to generate relevant document needed for each step. If there is need of any amendment or elimination of part in the standard document, PMIS will intelligently decide it itself and just give a final well-formed document as per need of that procurement process



All the documents generated by PMIS will be in compliance with the PPRA requirements. Once a procurement process is done and completed, PMIS can generate a complete case file of its process that can be used as an authentic documents for future verifications and audit to the respective authorities.

If a process is initiated in PMIS and not yet completed, PMIS will interact with procuring agency and its higher management, if needed, time to time to inform about delay or upcoming tasks with the help of email and SMS alerts.

### Notice Inviting Tender and ITB

In Case the procuring agency has a sudden need for procurement besides the annual procurement plan, PMIS will provide the mechanism to handle such data processing and then

transfer the compiled information to the PPRA. It will have the same mechanism with respect to verification and data validation as annual procurement plan has.

## **Project Procurement Management**

As Agriculture Department always has some development projects which have their own procuring plan so the PMIS will be designed in a way that can support the requirements of project procurement.

## **Reporting**

Management can generate reports to check and see if the assigned budget has been used efficiently and timely. These reports can be customized to a particular person, department, region or any further if required.

### *Quick Glance*

A dashboard will be designed to show the quick glance of performance, budget utilization, overdue tasks, and highlight any job those need prompt action.

### *Cost Estimation Capacity*

PMIS historical data will provide the capability to estimate the cost of goods, works, and services needed by the procuring agency that similarly be availed by the other procuring agency in the past. Furthermore, this can be used as a check and balance tool to define which procuring agency is doing right job with the right assets and at the right time.

### **NOTE:**

**The bidder has to abide by all the requirements as mentioned in ToRs and Schedule of Requirements.**

**Part-I**  
**Section V. Bidding Forms**

**1. Bid Submission Form**

Date: \_\_\_\_\_  
Ref. No: \_\_\_\_\_

To  
**Chief Technical Advisor,  
Agriculture Delivery Unit,  
Department of Agriculture,  
Government of the Punjab, Lahore.**

Having examined the bidding documents, I / we, the undersigned, offer to provide **Hiring Non-Consulting Services of IT Firm for Developing Procurement Management Information System (PMIS) (Phase II & III)** in conformity with the said bidding documents, including ToRs and Schedule of Requirements, contained therein, as for the sum of [total bid amount in words & figures] or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

I / We undertake that, if my / our Bid is accepted, to provide the Services in accordance with the delivery schedule specified in the Schedule of Requirements and ToRs.

If my / our Bid is accepted, I / we will obtain the **guarantee of a bank in a sum equivalent to 2% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

**I / We agree to abide by this Bid during the bid validity period starting from the date fixed for Bid opening** under Clause 22 of the Instructions to Service Providers, and it shall remain binding upon me / us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by me / us to agents relating to this Bid, and to contract execution if I / 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 \_\_\_\_\_

## 2. Price Schedules

<b>Sr. #</b>	<b>Description/ Required functionalities</b>	<b>Qty</b>	<b>Cost</b>
<b>01</b>	Development of Procurement Management Information System (PMIS) (Phase-II & III)	01 Each	
<b>02</b>	*Capacity Building (one day at each station) of relevant Staff of Agriculture Department in using PMIS (Phase-II & III) at Bahawalpur, Vehari, Multan, Faisalabad, Chakwal, Rawalpindi, Sargodha, and Lahore.	800-1000	
<b>Total</b>			

\*All the costs of travel, boarding, and lodging of staff will be borne by the Contractor.

**Part-II**  
**Section I. Contract Forms**  
**1. Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Chief Technical Advisor, Agriculture Delivery Unit, 21-Davis Road, Lahore** (hereinafter called “the Purchaser”) of the one part and *[name of Service Provider]* of (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Purchaser invited bids for **Hiring Non-Consulting Services of IT Firm for Developing Procurement Management Information System (PMIS) (Phase II & III)** and has accepted a bid by the Service Provider for the supply of these services for a sum of *[contract price in words & 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 Service Provider;
  - (b) the Schedule of Requirements;
  - (c) the Terms of Reference;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying 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 first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Service Provider)

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. **paid or payable** to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to **indemnify GoPb** for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an **amount equivalent to ten time** the sum of any

commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]



**Part-II**  
**Section II. 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 Purchaser and the Service Provider, 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 Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means those Goods ancillary to the provision of Services such as equipment, plant, machinery, consumable Goods and/or other incidental materials which the Service Provider is required to supply to the Purchaser during provision of Services under the Contract.
- (c) "The Services" means all those Services which the Service Provider agrees to provide to the Purchaser under this Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Services and ancillary Goods, as named in SCC.
- (h) "The Purchaser's country" is Islamic Republic of Pakistan.
- (i) "The Service Provider" means the individual or firm or company supplying the Services and ancillary Goods 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** 3.2 For purposes of this Clause, "origin" means the place from where the Services are supplied and / or the ancillary Goods were mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Services and / or ancillary Goods are distinct from nationality of the Service Provider.
- 4. Standards** 4.1 The Services and ancillary Goods provided under this Contract shall conform to the standards mentioned in the Terms of Reference, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Services and ancillary 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 Bank** 5.1 The Service Provider shall not, without the Purchaser'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 Purchaser in connection therewith, to any person other than a person employed by the Service Provider 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 Service Provider shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Service Provider's performance under the Contract if so required by the Purchaser.

- 5.4 The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 6. Patent Rights**
- 6.1 The Service Provider shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services and ancillary Goods or any part thereof.
- 7. Performance Security**
- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Service Provider shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser 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 Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Services and ancillary Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Terms of Reference shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Service Provider

in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Service Provider or its subcontractor(s), at point of delivery, and/or at the Services and ancillary Goods' final destination. If conducted on the premises of the Service Provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Service or ancillary Goods fail to conform to the Specifications, the Purchaser may reject the Services and ancillary Goods, and the Service Provider shall either replace the rejected Service and ancillary Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Services and ancillary Goods after the Services and ancillary Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Services and ancillary Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Services and ancillary Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Service Provider from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Service Provider shall provide such packing of the ancillary 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 ancillary 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 Purchaser.

**10. Delivery and Documents**

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

10.2 Documents to be submitted by the Service Provider are specified in SCC.

**11. Insurance**

11.1 The Services and ancillary 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.

**12. Transportation**

12.1 The Service Provider is required under the Contract to transport the ancillary Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Service Provider, and related costs shall be included in the Contract Price.

**13. Incidental Service**

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

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

operation, maintenance, and / or repair of the supplied ancillary Goods.

13.2 Prices charged by the Service Provider for incidental Services and or Goods, if not included in the Contract Price for the Services, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Service Provider for similar Services / Goods.

#### **14. Spare Parts**

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

- (a) such spare parts as the Purchaser may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider 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 Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The Service Provider warrants that the Services and ancillary Goods (if any) supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Services and ancillary Goods (if any) 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 Purchaser's specifications) or from any act or omission of the Service Provider, that may develop under normal use of the supplied Services and ancillary Goods (if any) in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Services and ancillary Goods (if any), 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 eighteen (18) 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 Purchaser shall promptly notify the Service Provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Service Provider shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Services and ancillary Goods or parts thereof (if any), without costs to the Purchaser.

15.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Purchaser may have against the Service Provider under the Contract.

## **16. Payment**

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

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

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.

16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

17.1 Prices charged by the Service Provider for Services performed and ancillary Goods (if any) delivered under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

## **18. Change Orders**

18.1 The Purchaser may at any time, by a written order given to the Service Provider pursuant to GCC Clause 31, make changes within

the general scope of the Contract in any one or more of the following:

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

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider'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 Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Purchaser's change order.

**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 written amendment signed by the parties.

**20. Assignment**

20.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**21. Subcontracts**

21.1 The Service Provider shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Service Provider's Performance**

22.1 Performance of the Services and delivery of ancillary Goods (if any) shall be made by the Service Provider in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services and delivery of the ancillary Goods (if any), the Service Provider shall promptly notify



the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Service Provider'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 Service Provider in the performance of its delivery obligations shall render the Service Provider 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 application of liquidated damages.

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Service Provider fails to perform the Services or to deliver any or all of the ancillary Goods (if any) within the period(s) specified in the Contract, the Purchaser 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 unperformed Services or delivered price of the delayed ancillary Goods (if any) for each week or part thereof of delay until actual performance or delivery, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to perform any or all of Services and / or provide any or all of ancillary Goods (if any) within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services and ancillary Goods (if any) similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services and ancillary Goods (if any). However, the Service Provider 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 Service Provider shall not be liable for forfeiture of its performance security, 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 Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service Provider 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.

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

27.1 The Purchaser, by written notice sent to the Service Provider, 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 Purchaser's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Services and ancillary Goods (if any) that are complete and ready for shipment within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Services and ancillary Goods (if any), the Purchaser may elect:

- (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 Service Provider an agreed amount for partially completed Services and ancillary Goods (if any) and for materials and parts previously procured by the Service Provider.

**28. Resolution of Disputes**

28.1 The Purchaser and the Service Provider 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 Purchaser and the Service Provider 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.

**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 Islamic Republic of Pakistan.

**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 fax and confirmed in writing 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 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services and ancillary Goods (if any) to the Purchaser.

**Part-II**  
**Section III. 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 Purchaser is: **Chief Technical Advisor, Agriculture Delivery Unit, Department of Agriculture, Government of the Punjab, Lahore**

GCC 1.1 (h)—The Purchaser’s country is: **Islamic Republic of Pakistan**

GCC 1.1 (i)—The Service Provider is: [Detail]

GCC 1.1 (j)—The Project Site is: **Lahore**

**3. Performance Security (GCC Clause 7)**

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 2% (two per cent of the Contract Price) in the shape of CDR, Pay Order, Demand Draft, or Banker’s Cheque duly issued from a scheduled bank of Pakistan.

**6. Insurance (GCC Clause 11)**

GCC 11.1— **Insurance coverage of all types is Service Provider’s responsibility. Since the Insurance is seller’s responsibility, he/she may arrange appropriate coverage.**

**9. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

**Payment:**

- i. All payments shall be made in PKR
- ii. Payment of PMIS Phase-II & III shall be made after completion of assignment and issuance of Taking-Over Certificate.

- iii. The payment pertaining to training of staff will be made after completion of all trainings.

**12. Prices (GCC Clause 17)**

GCC 17.1—Prices shall be: **Fixed.**

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: 0.1 % of contract price per day

Maximum deduction: 5 % of Contract Price

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Service Provider, the dispute shall be referred to arbitration at Lahore in accordance with the Pakistan Arbitration Act, 1940.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English.

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

**17. Notices (GCC Clause 31)**

GCC 31.1—Purchaser's address for notice purposes – **Chief Technical Advisor, Agriculture Delivery Unit, Agriculture House, 21-Davis Road, Lahore.**

—Service Provider's address for notice purposes:

**Annexure-I**

**Affidavit for Correctness of Information and Non-Blacklisting**  
*(To be printed on PKR 20 Stamp Paper)*

I, the undersigned, do hereby certify that all the statements made in the RFP and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency at any time, if deems it necessary.

That the undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Procuring Agency deemed necessary to verify this statement regarding my (our) competence and general reputation.

That the undersigned understands and agrees that further qualifying information may be requested and I agree to furnish any such information at the request of the Procuring Agency.

That the undersigned / Applicant is not insolvent and not blacklisted by any of Provincial or Federal Government Department, Agency, Organization, NGO, INGO, IGO, or any other autonomous or corporate body anywhere in Pakistan.

*Signed by an authorized representative*

Name of the Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure – II**  
**INCOME TAX RETURNS FOR LAST 3 YEARS**  
**(2015, 2016, 2017)**



### Annexure – III

#### List of Projects / Assignments Handled by the Applicant Related to IT

SR. NO.	NAME OF THE PROJECT/ ASSIGNMENT	LOCATION PROVINCE/ COUNTRY/ CITY	CLIENT	COST OF THE PROJECT	<u>IMPLEMENTATION</u> START: COMPLETION:	HANDLED AS: <ul style="list-style-type: none"><li>• SINGLE FIRM/: S</li><li>• LEAD FIRM/: L</li><li>• CONSORTIUM FIRM: C</li></ul>	TOTAL COST OF SERVICES	COST OF SERVICES PROVIDED BY THE APPLICANT	SCOPE OF PROJECT/ ASSIGNMENT COMPONENT S/VOLUME OF WORK ETC.
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**Note:** Provide information in chronological order and attach herewith verifiable documentary evidence issued by the concerned agency.

**Annexure – IV**

**Power of Attorney (For signatory of Application)**

[To be printed on a PKR 100 stamp paper]

**KNOW ALL MEN BY THESE PRESENTS THAT** by this Power of Attorney (“**Power of Attorney**”), \_\_\_\_\_ [Insert name firm/Consortium] having its registered office at [----- ], does hereby nominate, appoint and authorize Mr. \_\_\_\_\_, having CNIC No. \_\_\_\_\_ hereinafter referred to as the “**Signatory of Application**”, to do in our name and on our behalf the following:

- i. Sign and submit to Project Coordinator or its authorized nominee, the EOI/Tender/Bid of IT Consultancy Firm for “**Hiring Non-Consulting Services of IT Firm for Developing Procurement Management Information System (PMIS) (Phase II & III)**”, in response to the EOI advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the EOI/Tender/Bid.
- ii. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by the Procuring Agency in connection with the EOI/Tender/Bidding process as a whole;
- iv. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI and/or Bid in response to the above referred tenders including signing and submission of all documents ,instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings)and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [Insert name of Firm/Consortium], do hereby ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

**IN WITNESS WHEREOF**, we have executed this **POWER OF ATTORNEY** as of [Date].

**FOR: [INSERT NAME OF APPLICANT FIRM/ CONSORTIUM]**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
CNIC/Passport No. : \_\_\_\_\_

**Annexure – V**  
**Litigation History**

**NAME: (APPLICANT OR MEMBER(S) OF CONSORTIUM)**

<b>Year</b>	<b>Award FOR or AGAINST Applicant</b>	<b>Name of Client, Cause of litigation and matter in dispute</b>	<b>Disputed amount (Current value in Pakistani Rs. or US\$ equivalent)</b>

**Note:**

- i. Attach Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- ii. Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last 10 years or currently under execution.

