



Universal Service Fund

(A Guarantee Limited incorporated under Section 42 of the repealed Companies Ordinance 1984 presently Companies Act 2017)

Bidding Document

“RENEWAL OF MICROSOFT OFFICE 365 BUSINESS STANDARD LICENSES”

Tender ID: USF/TDRS/IT/MSOFFICE/2023-24/04

Issued at Islamabad

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1. INTRODUCTION

Universal Service Fund Company (“USF Co”) is a Guarantee Limited incorporated under Section 42 of the repealed Companies Ordinance 1984 (repealed with Companies Act 2017) established by the Government of Pakistan (Ministry of Information Technology & Telecom) in pursuance of Universal Service Fund Rules, 2006 (“USF Rules”) promulgated by Federal Government of Pakistan in exercise of the powers conferred under clause (ab) of Sub Section (2) of Section 57 of the Pakistan Telecommunication (Re-organization) Act, 1996. The primary objective of USF Co is to plan, develop and execute Tele-Communication Network Projects and Services in un-served, under- served and remote areas of Pakistan, mainly through disbursement of subsidy received from the Government of Pakistan.

USF invites sealed bids from well reputed Sole Proprietors/Firm/Companies for hundred and five (105) Microsoft Office 365 Business Standard Licenses (renewal), registered with Federal Board of Revenue (FBR) for Income Tax and Sales Tax (Relevant Authority).

2. BIDDING PROCESS

- a. An open, competitive, and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, Rules, Regulations and Guidelines made thereunder shall be adopted.
- b. A Single Stage, one Envelope procedures shall be adopted as per Rule 36 (a) of the Public Procurement Rules, 2004. (Hereinafter referred to as “Rules”)
- c. The bid/proposal to be attached on e-Pak Acquisition & Disposal System (**e-PADS**), comprising both the **technical proposal** and the **financial proposal**. **The bidder shall ensure that the attachment of bid/proposal on e-PADS is mandatory, failing which the bid shall be rejected**
- d. A bid security in the form of a CDR/Pay Order/Demand Draft, in the name of ‘Universal Service Fund’, of value PKR 60,000/- (Pak Rupees Sixty Thousand Only) must be attached on **e-PADS and original bid security shall be submitted to the procuring agency anytime before the closing time of bid submission, failing which the bid shall be rejected.**
- e. No financial instrument for bid security or mode of payment for shall be acceptable other than specified in clause (e)

3. ELIGIBILITY CRITERIA

Bidders must give compliance to the below mentioned clauses as these are mandatory for being eligible for the bidding process:

Sr.No#	Attributes	Ref. Page no. in proposal
1	The Bidder can be a Sole Proprietor/Company/Firm	

	In case of company, Incorporation certificate issued by Security and Exchange Commission of Pakistan (SECP) In case of Firm, Form-C issued by registrar of Firms	
2	Valid Registration with FBR for Income Tax purposes and with relevant Tax/Revenue Authority and are on Active Taxpayer List (ATL).	
3	The Bidder shall provide an undertaking on letter head that the Bidder has not been declared blacklisted by any Government/Semi-Government institutions.	
4	The Bidder must be an authorized distributor/agent/partner/dealer etc of the principal (OEM). Relevant Certification to be attached. (General order suppliers will not be entertained)	
6	A bid security in the form of a CDR/Pay Order/Demand Draft, in the name of 'Universal Service Fund', of value PKR 60,000/- (Pak Rupees Sixty Thousand Only) must be attached on e-PADS and original bid security shall be submitted to the procuring agency anytime before the closing time of bid submission, failing which the bid shall be rejected.	
7	Applicants are required to state, in their proposals, the name, title, contact number and email address of the applicant's authorized representative through whom all communication shall be directed until the process has been completed or terminated	
8	The vendor will ensure that the software is acquired from OEM and is procured through proper channel as advised by the OEM	Acknowledgment required

- USF shall not entertain incomplete or partial bids.

Note: Exact page numbers against all requirements shall be mentioned. Bids not in compliance may lead to rejection.

4. INSTRUCTIONS /GENERAL CONDITIONS

- The bidder will be selected after an open, competitive and transparent bidding process.
- Proposals shall be attached in English/Urdu language.
- All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR) **and inclusive of all applicable taxes.**
- Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the Bidder. The representative's authorization shall be confirmed by Letter of Authorization on official letter head of the bidder accompanying the proposal.

- e. For clarification on any item of this bidding document, the bidder may send queries on **e-Pads**, up till five (05) days before the proposal submission date.
- f. USF may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- g. The bidders shall bear all costs associated with the preparation and submission of their respective bids and USF will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- h. Bidders are under obligation to read and understand complete information package/bid documents, USF shall not be responsible towards the Bidders for any of their claim or complaint which may arise as a result of non-reading or misreading the bid documents/information package by Bidders.
- i. USF is the originator of information package/bidding documents, any clarification or interpretation communicated by USF, whether in response to a query or otherwise, shall be deemed final, conclusive and will remain unquestioned.
- j. Most Advantageous Bidder will be issued Letter of Intent (LoI) and it shall submit Letter of Acceptance (LoA).
- k. USF requires that Bidders observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the USF:
 - I. Defines, for the purposes of this provision, the terms set forth below as follows:
 - II. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - III. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - IV. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - V. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - VI. "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede USF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- l. USF will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.
- m. The Blacklisted service provider(s) declared by USF, are barred from participating in this tender.

- n. Applicants are required to state, in their proposals, the name, title, contact number and email address of the applicant's authorized representative through whom all communication shall be directed until the process has been completed or terminated.
- o. Only registered suppliers/service providers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to USF. Bids/Proposals/applications of all those bidders/service providers who are not found on ATL on the date of bid opening shall be rejected.
- p. Bid Security received by the USF after the deadline for submission of proposal prescribed in these documents will be returned unopened to such applicant. Delays in the mail or courier, delays of person in transit, or delivery of a proposal to the wrong office shall not be accepted as an excuse for failure to deliver a proposal at the proper place and time. It shall be the applicant's responsibility to determine the manner in which timely delivery of his proposal will be accomplished either in person, by messenger or by mail.
- q. In the event that there is more than one qualified bidder, i.e. they have quoted equal prices in a financial bid, the tied qualified bidders shall be notified by USF, and they will submit revised financial proposals in compliance with the bidding document. The revised bid amount must be either equal to the original submitted bid or less than the previous bid amount. The revised financial proposal shall be submitted in a sealed envelope that is securely closed.
- r. In case, the most advantageous bidder, at any stage prior to the execution of the contract/PO fails for timely completion of all applicable processes, or the USF Procurement Committee is not satisfied from the provided services, USF reserves the right to obtain the services from second most advantageous bidder. In case the second most advantageous bidder fails to provide the required services, or the USF Procurement Committee is not satisfied with the provided services, the USF reserves the right to obtain the services from third most advantageous bidder.
- s. USF reserves the right at the time of the contract award to increase or decrease the quantity of goods or related services by upto 15%.
- t. The licenses to be supplied and deployed by the successful bidder must be original from the latest product line/key and of latest software version.
- u. In case of non-conformity of the supplied software with the desired specifications, same shall be replaced by the Bidder free of cost. No additional time or additional cost shall be allowed for any such delay and result in imposition of Liquidated damages.
- v. The work is to be completed and executed within one (01) week from issuance of purchase order.

5. **BID SECURITY**

- a. A bid security in the form of a CDR/Pay Order/Demand Draft, in the name of 'Universal Service Fund', of value PKR 60,000/- (Pak Rupees Sixty Thousand Only) must be attached on **e-PADS and original bid security shall be submitted to the procuring agency anytime before the closing time of bid submission, failing which the bid shall be rejected.**

- b. Payment of bid security in forms other than that is specified at clause 5(a) shall not be entertained and accepted. USF shall return such bids unopened to respective bidders.
- c. Bid Security of Bidders who do not qualify shall be returned unopened after the announcement of final evaluation report.
- d. Bid Security of technically responsive (qualified) Bidder will be released after one (01) month of delivery of office 365 Business Standard Licenses and subsequent acceptance by USF.

6. TECHNICAL PROPOSAL

Technical Proposals to be submitted by the applicants shall be in compliance with the requirements laid down in the bidding document and ToR.

The Technical proposal shall be clearly marked with the following :-

“TECHNICAL PROPOSAL”

The technical proposal shall include;

- a. A covering letter from the head of the Firms / Companies or an authorized representative of the applicant entailing the objectives and the executive summary.
- b. The following documentation will be provided as part of the technical proposal:
 - i. Brief description of the Firm / Company
 - ii. All documents mentioned in this bidding document shall be attached with the technical proposal.
- c. Compliance against each clause and sub-clause of Bidding Document and ToR must be attached.
- d. Additional Information (If Any)

7. FINANCIAL PROPOSAL

“FINANCIAL PROPOSAL

- a. The Financial Proposal shall include as per following specimen:

Description	Qty	Total Financial Bid including all applicable fees and taxes
Renewal of Microsoft Office 365 Business Standard License	105	

- b. A lumpsum cost shall be provided as given in the above table. **Conditional bids shall be rejected.**

- c. The proposal must remain valid for a period of 90 days after the bid submission date.
- d. Taxes will be deducted at the time of the payment as per government rules and regulations.
- e. All payments will be subject to the active taxpayer status of the service provider at the time of release of payment. If service providers status is not active on ATL (Sales Tax); no payment shall be made till their status becomes active on ATL (Sales Tax) of FBR.
- f. The service provider shall pay all such taxes, Stamp duty or other duties, fees and other impositions levied under the applicable law, the amount of which is deemed to have been included in the financial bid.
- g. The bidder shall mention the amount in the financial proposal, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws.
- h. All prices shall be in Pak Rupees.

8. SUBMISSION, OPENING AND RECEIPT OF PROPOSALS

- a. The proposal (Technical and Financial Proposal) shall be attached on e-PADS.
- b. The original bid security must be delivered at the address given below on or before 11:00 AM. (PST), 22nd April 2024

Head of Procurement Department

Universal Service Fund,
Office # 310-312, 3rd Floor, Evacuee Trust Complex,
Sector F-5/1, Islamabad, Pakistan
Tel: (92-51) 9212308-09
Fax: (92-51) 9214261
Email: procurement@usf.org.pk

- c. Proposals attached on e-PADS shall be opened the same day i.e., 11:30 AM. (PST), 22nd April 2024 (PST), in the presence of all the applicants who chose to be present.

9. AWARD OF CONTRACT

- a. The Bidder with the lowest bid (most advantageous bid), if not in conflict with any other law, rules, regulations or policy of the Federal Government shall be awarded the contract/PO, within the original or extended period of bid validity.
- b. A letter of Intent (LOI) will be issued to the Most Advantageous Bidder who shall submit Letter of Acceptance (LOA) within the period stipulated under LOI.

10. PAYMENT TERMS:-

- a. The payment shall be made as per the following details.

Payment Terms	Certificate/ Milestone	Payment %
After the delivery of the 105-license followed by the acceptance certificate	Acceptance Certificate	100%

- b. Payment shall be processed on receipt of original commercial / GST invoice.
- c. The Service Provider shall be responsible for all taxes time being enforced under prevailing laws of Pakistan including GST, duties, license fees, Insurance, freight charges, local transportation, handling and other incidental charges etc. incurred or accrued during the term of this Agreement.
- d. USF shall make prompt payment, within thirty (30) days of submission of an invoice / claim by the Service Provider.

11. PENALTY

- a. In case of delay in the delivery of licenses beyond the Delivery Time, the Service Provider shall be liable to pay Liquidated Damages at the rate of point two five percent (0.25%) of the contract/PO value, for each day of delay beyond the Delivery Date up to the maximum of [20%] of the total price of the delayed licenses.
- b. Penalty(s) shall be deducted from the invoice/payment submitted by the service provider.
- c. Delay due to reasons beyond the control of service provider (*Force Majeure*) will not be considered as delay on the part of service provider.

12. TERMS OF REFERENCE: -

1- Software Warranty& Support:

- a. Bidder warrants that the software is free from defects in materials and workmanship under normal use.
- b. Bidder warrants that the software will perform in accordance with the Documentation.

- TECHNICAL SPECIFICATIONS:

Renewal Microsoft Office 365 Business Standard (1 Year subscription)

**Required License Quantity = 105 out of which:
35 licenses expiring on 3rd July 2024
70 licenses expiring on 4th May 2024**

13. Affidavit

I ----- son of ----- CNIC ----- resident of ----- do here by Solomon affirms and declares that I have participated in the tender for Renewal Microsoft Office 365 Business Standard License. I further declare that my Company/Firm ----- have never been blacklisted from Government/Semi-government organizations.

Deponent

The above name deponent do here by affirms and declares at ----- on ----- day..... of ----- 2024 that the contents of above-mentioned affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

Deponent