TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE

No.TCP/IT/E-Commerce/2019 **17th January, 2023**

(NOTICE INVITING BIDS)

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi a state-owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites proposals from interested state owned entities such as professional, autonomous or semi-autonomous organizations or bodies of the Federal or Provincial Governments dealing with IT related projects for IT interventions regarding import requests to be sent by TCP to Pakistan's foreign missions.

2. Interested state owned entities, may submit their bids/proposal the basis of single stage two envelop procedure (under rule 36b and 42f of Public Procurement Rules-2004) to be dropped in the tender box placed at the reception counter of TCP at 4th Floor, Block-B, Finance & Trade Center, Shahra-e-Faisal, Karachi, upto 02:00 PM on 1st February, 2023. However, if some SOE want to send via courier, they will have to ensure that the same is received in TCP before bid closing time.

3. The Technical Proposals shall be opened in the TCP's Board Room on the same day at 02:30 PM, in the presence of bidders or their authorized representatives who may wish to be present. Financial Proposal of technically responsive state owned entities shall be opened later. The date and time for opening of financial proposal shall be communicated accordingly.

4. Detailed Scope of Work and requirements are indicated in the attached Notice Inviting Bids (NIB) containing terms & conditions. TCP reserves the right to accept or reject any or all proposal wholly or partially as per PPR-2004.

(Farman Ali Chohan)
GM (Admin & Coord)
021-99207542

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EMERGING PAKISTAN

TCP Introduction

Trading Corporation of Pakistan Limited (TCP) was set up as a private limited company in July 1967, registered under the Companies Act, 1913 (now Companies Act, 2017). The shares of the Corporation are owned by the Ministry of Commerce, Government of Pakistan. It was the first move by the Government to introduce state trading in the country so as to achieve the following objectives:

a. Achieve economy of scale by handling bulk transactions; secure advantages of price, freight and port-handling expenses, and prevent leakage of foreign exchange through such malpractices as over/under invoicing, etc.
b. Stabilize market conditions and neutralize effect of high market prices resulting from unwarranted escalation by private importers and, ipso facto, act as a check on disparity between import prices and scarcity prices.
c. TCP act to intervene in the market to forestall shortages of essential commodities and provide the same to the common man at affordable prices. Its price support initiatives are meant to ensure that growers receive fair price for their agricultural products

General

Trading Corporation of Pakistan Limited (TCP) intends to invite proposals from interested state owned entities such as professional, autonomous or semi-autonomous organizations or bodies of the Federal or Provincial Governments for IT interventions regarding import requests to be sent by TCP head office to Pakistan's foreign missions. All reputable and established state owned entities dealing with IT related projects are invited to apply for the participation to submit proposals.

Accordingly, well-reputed and established interested organizations or bodies / having requisite technical, financial and managerial capabilities are invited to participate for the above said services through submission of their proposals.

Purpose of the Document

The purpose of this document is to have understanding of the services required such as IT interventions regarding import requests to be sent by TCP to Pakistan's foreign missions and to shortlist eligible state owned organization(s) capable of design, develop, installation, implementation, deployment and managed hosting services of required solutions.

The state owned entities are required to provide profiles of their organizations or bodies comprising experience in the required area and list of personnel along with proposed

technical solutions including but not limited to the organization's or body's concept for automating the process and integration of proposed project components and resultant operations.

The organization or the body shall accomplish the work or the services including consultancy services, exclusively through its own resources without involving private sector as a partner or in the form of a joint venture or as a sub-contractor, as per the PPRA rules 2004, 42-f.

The scope of the systems is enlisted in the document to provide comprehensive description of the project's scope, implementation and timelines.

Applicability of Public Procurement Rules 2004

Bidding process will be governed under Public Procurement Rules 2004 and Quality cum cost basis procurement basis method, as amended from time to time, and instructions of the Government of Pakistan received during the completion of the project.

Type of Open Competitive Bidding

Quality cum cost basis Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

(i) The proposal shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

(ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold evaluate the technical proposal in a manner prescribed in advance, without reference to the cost and reject any proposal which does not conform to the specified requirements;

(iii) During the technical evaluation no amendments in the technical proposal shall be permitted;

(iv) The financial proposals shall be opened at a time, date and venue announced and communicated to the state owned agencies in advance;

(v) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted proposals only. The financial proposal found technically nonresponsive shall be returned un-opened to the respective state owned agencies; and

(vi) The proposals found to be the most advantageous in terms of technical & financial shall be accepted.

Subject: **IT INTERVENTIONS REGARDING IMPORT REQUESTS TO BE SENT BY TCP TO PAKISTAN'S FOREIGN MISSIONS**

1. This Notice Inviting Bids (NIB) is addressed to the state owned entities of federal and provincial governments which are eligible to provide the subject mentioned services to Trading Corporation of Pakistan (Pvt.) Limited.
2. Bidding shall be conducted through Competitive Bidding Quality cum cost basis (Single Stage-Two Envelope procedures) specified in the Public Procurement Rules, and is open to all eligible State owned entities as defined in the NIB. The process followed is limited tendering under Clause 42 (f) of Public Procurement Rules (PPRA) 2004 (amended June 2021). The State owned entities are required to submit separate envelopes containing Technical & Financial proposals.
3. Interested eligible State owned entities may obtain further information from the Office of DGM Incharge (MA&TD), Trading Corporation of Pakistan (Pvt) Limited. 4th & 5th Floor, Block B, FTC Building, Shahra-e-Faisal Karachi. The provisions in the instructions to State owned entities and in the general conditions of contract shall form integral part of NiB.
4. Sealed Proposals may kindly be delivered to the TCP's Principal Office, Karachi latest by 2:00 PM on 1st February, 2023.
5. If no response is received by the closing date of the NIB i.e. till 1st February, 2023 before the deadline time i.e. 02:00 PM, it will be presumed that organization is not interested in undertaking the assignment. No extension in the time will be granted.
6. Proposals will be opened on the same date in the presence of State owned entities' representatives who choose to be present in the Office of Trading Corporation of Pakistan (Pvt) Limited. 4th & 5th Floor, Block B, FTC Building, Shahra-e-Faisal Karachi at 2:30 PM on 1st February, 2023.

Instruction to State Owned Entities

7. The complete proposals as per requisite qualifications detailed in this NIB document, must be delivered to the office General Manager (Admin&C) on or before 02:00 PM on 1st February, 2023. In case the last date of proposal submission falls in / within the official holidays/weekends of the Procuring Agency, the last date for submission of the proposal shall be the next working day and same time.
8. Queries of the State owned entities (if any) for seeking clarifications regarding the services must be received in writing to the TCP till 25th January, 2023. Any query received after said date shall not be entertained.
9. The State owned entities shall submit proposals which comply with the NIB Document. Alternative proposals and options shall not be considered. Any corrections or overwriting shall not be considered.
10. It must be clearly understood that the Terms & Conditions and Specifications are intended to be strictly enforced. The State owned entity shall be fully and completely responsible for all the deliveries and deliverables to the satisfaction of the Procuring Agency.

    Primary Contact of Bidder:

    - Name:
    - Designation:
    - E-mail:

    Secondary Contact of Bidder:

    - Name:
    - Designation:
    - E-mail:

Project Background

The objective of the assignment is to develop customized software solution for facilitating import requests to be sent by TCP to Pakistan's foreign offices. TCP requires an end to end customized work flow based solution/system from conceptualization to successful deployment as per the latest IT standards, along with managed hosting services.

The primary objective of this assignment is to provide TCP with a latest technology-based solution that will automate the manual processes of the organization which will ultimately improve efficiency. The solution will also enable TCP in better follow ups with the foreign

missions, reducing paper usage, become environment friendly, and identify the long-term best uses of organizational assets by focusing the attention on more strategic roles.

11. Definitions

11.1 In this document, unless there is anything repugnant in the subject or context will adhere to the definitions as given in the PPRA rules 2004.

12. Headings and Titles

12.1 In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

13. Proposal Cost

13.1 The State Owned Entity shall bear all costs / expenses associated with the preparation and submission of the Proposal (s) and the Procuring Agency shall in no case be responsible / liable for those costs / expenses or any costs incurred in making the document.

14. Project Duration

14.1 The duration of this project shall be three years from the date of award contract including period of maintenance.

15. Amendment of the NIB Document

15.1 The Procuring Agency may, at any time prior to the deadline for submission of the Proposal, at its own initiative or in response to a clarification requested by the state owned entities, amend the Notice Inviting Bids, on any account, for any reason at its discretion. All amendment(s) shall be part of the NIB and binding on the state owned entities.

15.2 The Procuring Agency may, at its exclusive discretion, amend the NIB and to extend the deadline for the submission of the Proposal.

16. Preparation / Submission of NIB

16.1 The State Owned Entity must submit proposal for complete scope of this NIB.

16.2 The Proposal and all documents relating to the Proposal, exchanged between the State Owned Entity and the Procuring Agency, shall be in English. Any printed literature furnished by the State Owned Entity in any other language shall be accompanied by an English translation which shall govern for purposes of interpretation of the proposal.

16.3. The Proposal shall be filled in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the State Owned Entity or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

16.4 Technical Proposal shall comprise the following, **without quoting the price**:

16.5 Technical Proposal Form

16.6 Undertaking that all terms & conditions and qualifications listed anywhere in this Notice Inviting Bids have been satisfactorily vetted

16.7 Evidence of eligibility of the State Owned Entity and the Goods / Services.

16.8 Evidence of conformity of the Goods / the Services to the Notice Inviting Bids

16.9 Technical Brochures / Literature

16.10 The Financial Proposal shall comprise the following:

16.11 Financial Proposal Form

16.12 Price Schedule

16.13 The State Owned Entity shall seal the Original Technical Proposal in a separate envelope duly marked as under:

Original Technical Proposal for
Proposal Subject
Proposal No.

[Name of the Procuring Agency]
[Address of the Procuring Agency]

[Name of the State Owned Entity]
[Address of the State Owned Entity]
[Phone No. of the State Owned Entity]

16.14 The State Owned Entity shall follow the same process for the Financial Proposal.

16.15 The State Owned Entity shall again seal the sealed envelopes of the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Proposal for
Proposal Subject
Proposal No.

Strictly Confidential

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the State Owned Entity]
[Address of the State Owned Entity]
[Phone No. of the State Owned Entity]

16.16 The State Owned Entity shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of PDFs and Scanned images, with the hard copies.

16.17 The Proposal shall be dropped in the prescribed Proposal Box placed at the Reception of the TCP, Karachi office, not later than 02:00 PM on 1st February, 2023. No late proposal shall be accepted.

16.18 It is obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the State Owned Entity.

17 Proposal Price

17.1 The quoted price shall be:

17.2 in Pak Rupees;

17.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;

17.4 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

17.5 Including all charges up to the delivery point at TCP offices nationwide.

17.6 If not specifically mentioned in the Proposal(s), it shall be presumed that the quoted price is as per the above requirements.

17.7 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

18 Bid Security (Earnest Money)

18.1 The bidder is required to submit Bid security declaration on the format prescribed under Section 25 of PPRA. **(Annex-V)**

19 Proposal Validity

19.1 The Proposal shall have a minimum validity period of ninety (90) days from the last date for submission of the Proposal. The Procuring Agency may solicit the State Owned Entity's consent for an extension of the validity period of the Proposal. The request and the response thereto shall be made in writing.

20 Modification / Withdrawal of the Proposal

20.1 The State Owned Entity may, by written notice served on the Procuring Agency, modify or withdraw the Proposal after submission of the Proposal, prior to the deadline for submission of the Proposal.

21 Opening of the Proposal

21.1 Technical Proposals shall be opened at 02:30 PM on 1st February, 2023, in the presence of the State Owned Entities or their representatives (who opt to be present), as per provision of PPRA Rules, 2004. In case the last date of proposal submission falls in / within the official holidays / weekends of the Procuring Agency, the last date for submission of the proposals shall be the next working day/same time.

22 Determination of Responsiveness of the Proposal

22.1 The Procuring Agency shall determine the substantial responsiveness of the Proposal to the Notice Inviting Bids, prior to the Proposal evaluation, on the basis of the contents of the Proposal itself without recourse to extrinsic evidence. A substantially responsive Proposal is one which:

22.1.1 meets the eligibility criteria given herein this Notice Inviting Bids / the *Goods* / the Services;
22.1.2 meets the Technical Specifications for the Goods / the Services
22.1.3 meets the delivery period / point for the Goods / the Services
22.1.4 in compliance with the rate and limit of *liquidated damages;*
22.1.5 In compliance with the Preparation/Submission of Proposal in a manner prescribed in this Notice Inviting Bids
22.1.6 Conforms to all terms and conditions of the Notice Inviting Bids, without material deviation or reservation.

22.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Procuring Agency's rights or the State Owned Entity's obligations under the Contract.

22.3 The Proposal determined as not substantially responsive shall not subsequently be made responsive by the State-Owned Entity by correction or withdrawal of the material deviation or reservation.

23. Correction of errors / Amendment of Proposal

23.1 The Proposal shall be checked for any arithmetic errors which shall be rectified, as follows:

23.2 If there is a discrepancy between the amount in figures and the amount in words for the Total Proposal Price entered in the Proposal Form, the amount which tallies with the Total Proposal Price entered in the Price Schedule, shall

govern/prevail.

23.3 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

23.4 If there is a discrepancy in the actual sum of the itemized total prices and the total Proposal price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

23.5 The Proposal price as determined after arithmetic corrections shall be termed as the Corrected Total Proposal Price which shall be binding upon the State Owned Entity.

23.6 Adjustment shall be based on corrected Proposal Prices. The price determined after making such adjustments shall be termed as Evaluated Total Proposal Price.

23.7 No credit shall be given for offering delivery period earlier than the specified period.

24. Technical Evaluation Criteria

24.1 Technical score shall have weightage of 60% towards final evaluation. Detailed requirements are at **Annex-II**

25. Financial Proposal Evaluation

25.1 Financial proposal shall carry 40% weightage towards final evaluation.

26. Rejection / Acceptance of the Proposal

26.1 The TCP may reject all proposals at any time prior to the acceptance of the proposal as per PPRA rules-2004. The Procuring Agency shall upon request, communicate to any state owned agency, the grounds for its rejection of all proposals, but shall not be required to justify those grounds.

26.2 The Proposal shall be rejected if it is:

26.2.1 substantially non-responsive in a manner prescribed in this Notice Inviting Bids

26.2.2 Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

26.2.3 Incomplete, partial, conditional, alternative, late; or

26.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

26.2.5 The State Owned Entity refuses to accept the corrected Total Proposal Price; or

26.2.6 The State Owned Entity has conflict of interest with the Procuring Agency on this NIB/subsequent contract; or

26.2.7 The State Owned Entity tries to influence the Proposal evaluation / Contract award; or

26.2.8 The State Owned Entity engages in corrupt or fraudulent practices as per rule 2(f) of PPRA, during bid and any state of the Contract;

26.2.9 The State Owned Entity fails to meet all the requirements of Proposal Eligibility / Qualification Criteria

26.2.10 The State Owned Entity fails to meet the evaluation criteria requirements;

26.2.11 The State Owned Entity has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

26.2.12 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

26.2.13 The State Owned Entity submits any financial conditions as part of its bid which are not in conformity with Notice Inviting Bids.

26.2.14 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

27. Award Criteria

27.1 At first step, eligible bidder(s)/State Owned Agencies of this Notice Inviting bid fulfilling the qualification and technical evaluation criteria will stand technically qualified.

27.2 At second step, technically qualified successful state owned entities will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

28. Award of Contract

28.1 The bidder with the most advantageous bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, shall be awarded the procurement contract, within the original or extended period of bid validity.

29. Redressal of Grievances by the Procuring Agency

29.1 Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be settled by the Chairman TCP, for final decision. The decision of Chairman TCP shall be final and binding on both the parties i.e. SOE & TCP.

30. Technical Proposal

30.1 Competing agencies shall provide technical proposals indicating the methodology, teams and timeline to perform the work as per scope. They may also propose additional functional features and or any deviation to the technical features of the proposed system as listed above for comprehensively addressing the objective of the assignment. The technical proposal must be supported with a detail on technical and functional parameters of the office automation custom modules.

31. Performance Guarantee

31.1 Successful SOE shall be required to submit a Performance Guarantee within 7 days of issuance of award letter, equivalent to five percent (5%) of the quoted amount in the shape of a Demand Draft or Pay Order in Pak Rupees in favour of Trading Corporation of Pakistan (Pvt) limited, which will be returned after successful completion of contract period, upon satisfactory working of the software, including other services, in accordance with NiB Terms & Conditions and settlement of any/all claims.

32. Forfeiture of Performance Guarantee

32.1 Performance guarantee shall be forfeited if the SOE fails to accept award letter or fails to satisfactorily complete the work within the specified period as per contracted terms and conditions or fails to fulfill any terms or conditions of the contract, or there is any issue in the working of the software working resulting in non-satisfactory performance during the period of the contract.

33. Proposed Solution Features

33.1 TCP invites the software development services proposal to function in new operating environments and achieve the following key objectives:

- Government vision of transparency and good governance
- Comprehensive customized software solution including dashboards for Management/stakeholders on import related process/system, as per their defined roles, to facilitate in routine work and enhance decision making;

- Automated email/ SMS based notifications/ alerts
- Managed hosting services with backup and recovery of data

34. Brief Scope of Work

Project scope comprises of three components:

i. IT Consultancy and Software solution:

Under this component the supplier/state owned entity shall be providing a comprehensive solution for Essential Commodities Import Request System. The admin of the system shall have the rights to create unlimited users, add commodities, define countries, add/create role based logins.

The System shall mainly have 02 major roles for 'Request for Quote (RFQ)' (by TCP) and 'Response' (from foreign missions/embassies).

While sending the request for quote, TCP shall have the right to send to multiple Pakistan Embassies abroad, against a single or multiple commodity with the quantity required and expected date of required shipment. Whereas, in response to the RFQ, the embassy may have options to reply if the commodity is available along with the price, quantity offered, expected shipment date and any other details if required. System generated Email alerts to the Embassies and TCP are also required when a request is sent and response is received. Also alerts like delayed response, no response etc. shall be required.

A comprehensive login based dashboard with stats/overview for the senior management is also required with the system.

ii. Support & maintenance services shall be provided for a period of three (3) years after the deployment on the prescribed scope of work as per agreement

iii. The state owned agency shall provide Secured Managed hosting services Tier III compliant or above

35. Project Deliverables

Following are the deliverables for the proposed solutions:

Sr. No.	Deliverables	Compliance	
		Yes	No
1	**Requirements Gathering**		
2	**Analysis and Design**		
3	**Development**		

3.1	Online Import Quote Request		
3.2	Online Import Quote Response		
3.3	Comprehensive Reports		
3.4	Dashboard		
4	**Testing**		
4.1	Unit Testing		
4.2	Module/Integration Testing		
4.3	System Testing		
4.4	Performance Testing		
4.5	User Acceptance Testing (UAT)		
5	**Deployment (GO LIVE)**		
6	**Training**		
7	**User Manual Guide**		
8	**Support and maintenance services**		
9	**Managed Hosting Services**		
10	**Final Version of Source Code as well as database**		

36. Roles & Responsibilities OF State Owned Entity

- Provide a comprehensive software solution as per specification defined in the proposed solution features and scope of work
- Identify all software and hardware technologies that are to be used
- Collect and interpret need based requirements for process automation and subsequently develop & deploy the required system
- Review of the business processes provided by TCP
- Provide feedback on the business processes to ensure that these are framed in accordance with best business practices and efficient turnover time
- Implement the architecture framework and processes according to the proper development methodologies
- Certify the timely execution of assigned task(s)
- Implementation of new requirements, change requests(s) and enhancements, if any, during maintenance phase
- Perform unit & module testing and facilitate UAT
- Deployment and commissioning of each process after acceptance by TCP
- Provide technical advice/guidance whenever required
- Recommend Hardware and IT Infrastructure as per the actual requirements and

usability

- Training(s) and capacity building for Master Trainers for managing the operations related to process automation
- State Owned Entity shall be responsible to provide support and maintenance (which includes among others, fixation of bugs and troubleshooting in the software) alongwith any additional changes within modules, if required, for at least three (3) years from date of award of contract after the deployment and satisfactory completion of the project without charging any additional amount.
- Final Version of Source Code as well as Database will be handed over to TCP.
- Security Robust Solution shall be provided by the SOE for security of data.

37. Duration of Assignment

37.1 The complete assignment is required to be completed within 90 days after the signing of contract to the successful state owned entity. Failure to provide the services within stipulated time will result in the penalty to State owned entity **@1%/each passing day or PKR 50,000/ day (whichever is higher) after 03 months** of the contract amount to a maximum of 50% of the total cost of the project.

38. Technical Proposal Submission Form

38.1 As per Annexure-I

39. Financial Proposal Submission Form (Part of Financial Bid Envelope)

39.1 As per Annexure-III

40. Financial Proposal

40.1 State owned agencies to provide lump sum cost of the assignment, inclusive of all taxes, as per **Annex-IV**.

40.2 The Financial Proposal shall carry 40% weightage.

41. Payment Schedule

Milestone	Time Period	Payment
Development/deployment/User Acceptance Testing (UAT) of complete scope as per agreement	8 weeks after signing of Contract.	50%
Submission of Manuals, Training of employees of TCP on the software, Go-live of software and after successful completion of the project.	16 weeks from signing of Contract.	50%

42. Contract Agreement

42.1 As per Annexure-VI

Annexure-I

Technical Proposal Submission Form

[Location, Date]
To
General Manager (A&C)
Trading Corporation of Pakistan
4th and 5th Floor Block-B,
FTC Building Karachi

We, the undersigned, offer to provide the requested services as in accordance with your Notice Inviting Tender dated [insert date here] _____. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated State Owned Entity (if any, otherwise delete this line)*]

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.

(b) Our Proposal shall be valid and remain binding upon us.

(c) We have no conflict of interest.

d) We meet the eligibility requirements as a State Owned Entity and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in NIB.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of State Owned Entity (company's name or JV's name):

Address: _____
Contact information (phone and e-mail): _____

Annexure-II

Technical Evaluation Criteria

Technical score shall have weightage of 60% towards final evaluation.

Mandatory Requirements

- ✔ State Owned Entity must have an IT based mandate to conduct the job. State Owned Entity must furnish a documentary evidence for the same.
- ✔ The State Owned Entity/Service Provider shall accomplish all the work or the services including consultancy services, exclusively through its own resources without involving private sector as a partner or in the form of a joint venture or as a sub-contractor, strictly in compliance of Section 42f(ii) of PPRA rules.

The technical proposals shall be evaluated by the committee in the light of following technical evaluation criteria:

S NO.	Description	Maximum Marks
1	**Relevant Experience**	30
2	**Professional & Technical Experience of Team**	30
3	**Working Methodology, Execution Plan & Demonstration**	40

Detailed marking shall be carried out as under:

Marks	Category	Description	Points	
30	**Relevant Experience**	The State Owned Entity is required to provide details of digital monitoring and evaluation prospects with dashboard projects undertaken in the last 03 years (Verifiable through relevant POs/ Contracts/ MOU's). The procuring agency shall evaluate the project on the basis of quality, methodology and similarity. The procuring agency may require additional information or request visit of the site where similar system is deployed in public sector entities.	1 Project	10 Marks
			2-5 Projects	20 Marks
			6 or more Projects	30 Marks
30	**Professional & Technical Experience of Team**	Software Engineers	1 to 10 Nos	03 Marks
			11 - 19 Nos	05 Marks
			20 - 30 Nos	10 Marks
			31 or more	15 marks
		Project Coordinators	1 to 10 Nos	03 Marks
			10 - 14 Nos.	05 Marks
			15 - 20 Nos.	10 Marks
			21 or more	15 marks

40	**Working Methodology, Execution Plan & Demonstration**	The State Owned Entity is required to state their understanding of the scope of work of the assignment. State Owned Entity will provide details regarding the technical approach and proposed working methodology to be adopted for implementing the tasks to deliver the expected output (s) and the degree of detail of such output.	**Work Methodology** 5 Marks
		The state owned Entity will provide the outline of the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones and delivery time of the reports. The proposed work/execution plan should be consistent with the technical approach and methodology, showing the understanding of the scope of work and ability to translate them into a feasible working plan.	**Execution Plan** 5 Marks
		The State Owned Entity is required to provide live demonstration of the already developed & implemented systems. TCP may also request visit to site where similar systems are deployed. Time, date and venue details for the demonstration of the system shall be communicated by the procuring agency.	**Demonstration** 30 Marks

State Owned Entity needs to provide details of the staff detailed for the project as per detailed below:

Sr. No.	Designation	Contact Details	Responsibility

TCP may request additional details of staff regarding their educational & certification certificates.

Note: Verifiable documentary proof for all above requirements and criteria points are

mandatory requirement and marks will be awarded on the basis of the verifiable proofs.

PASS MARKS: A technically eligible State owned Entity, based on conditions listed in this document, not meeting the 70% pass marks will be rejected in Technical Evaluation and its sealed/unopened Financial Proposal shall be returned back. All State owned Entities scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial proposals will be opened. ***The technical proposal shall carry weight of 60% toward the final evaluation.***

The offer which is not as per requirement of NIB and specifications shall be declared as non-responsive. The offer which contains very minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of services will be declared as substantially responsive by the Bid Evaluation Committee after due care and strictly in the light of PPRA rules in the best interest of the procuring agency. The offers which are declared as Responsive and *Substantially Responsive* will be considered as equivalent for the onward proceedings of NIB.

Annexure-III

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To
General Manager (A&C)
Trading Corporation of Pakistan
4th and 5th Floor Block-B,
FTC Building Karachi
Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Notice Inviting Bids No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes as per NIB.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

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

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the State Owned Entity.

Date:

Annexure-IV

Financial Proposal Evaluation

Financial proposal shall carry 40% weightage towards final evaluation.

Technically qualified/successful Proposal(s) of State owned agencies(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the State owned agencies at the time and venue indicated by the Procuring Agency accordingly. The technically Eligible/Successful State owned agencies(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

Description	Amount (Rs.)
Lump sum cost for development, deployment, Support, consultancy, training and Maintenance services and amendments/changes if any, till the duration of the project, inclusive of all Taxes.	

Description	Amount (Rs.)
Managed Hosting Service Charges for three (03) years (inclusive of taxes). Pakistan-based local hosting is required.	

Financial Proposal evaluation will be conducted under the Public Procurement Rules for cost cum quality basis method. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Procuring Agency, the contractor shall be bound to adjust the same in the Financial Proposal.

- In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

The Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful State owned agencies.

Annexure-V

FORM OF BID SECURING DECLARATION

Date: [insert date (as day, month and year)]

Bid No.: [.....]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [.....]

We, the undersigned, declare that: We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the TCP for the period of time of 3 years starting on January, 2023 , if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or (b) having been notified of the acceptance of our Bid by the TCP during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance NIB term & conditions.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

ANNEXURE "VI"

CONTRACT AGREEMENT

THIS AGREEMENT, together with **APPENDIX-A (Scope of Work)** which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this .....

Between

Trading Corporation of Pakistan (pvt.) Limited having office at ..... (herein referred to as the "Client") of the first part;

and

_____ (the Supplier), of the second part.

The Parties hereto agree as under:

1. **ARTICLE 1: THE PROJECT**
   The Project for which Services are required to be performed under this Agreement is described in the attached **Appendix-B.**

2. **ARTICLE 2: SCOPE OF SERVICES**
   The scope of IT interventions regarding import requests to be sent by TCP to Pakistan's foreign missions (herein referred to as "Services") to be performed by the Supplier for the Project as per this Agreement are described in the attached **Appendix-C.**

3. **ARTICLE 3: TIME SCHEDULE**
   3.1 **Effective Date of Commencement**
   Effective Date of Commencement of Services shall be the *date when the parties* sign this contract.

   3.2 **Time Schedule of Services**
   The time schedule of Services which includes the duration of project is given in the **Appendix-D** hereto.

   3.3 **Extension of Time**
   The service provider/ SOE shall fulfil requirements for any additional component in the system *within additional cost limits* allowed under PPRA

4. **ARTICLE 4: MODE OF OPERATION**
   4.1 **Obligations of the Supplier**
   - The Supplier shall perform Services as an independent Supplier in accordance with recognized international standards, applicable laws and regulations as per section 42f(ii) of PPRA.

- The Supplier shall remain in contact with the representative of the Client to keep them fully informed on all matters relating to the provision of Services by the Supplier.
- The Supplier shall carry out the Services with due diligence and efficiency and in conformity with sound practices as per contract terms.
- The Supplier shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent Supplier or sub-contractor to perform any part of the Services.
- The Supplier agrees that no proprietary and confidential information received by the Supplier from the Client shall be disclosed to a third party unless the Supplier receives a written permission from the Client to do so.

4.2 **Obligations of the Client**

The Client shall provide to the Supplier:

- All necessary data/documents/reports, as listed in *Appendix* A that may be required by the Supplier for performing the Services within the given Time Schedule.
- The Client shall take all necessary measures to make timely payments to the Supplier as stipulated in *Article 5*, hereof.

5. **ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT**

The remuneration for Services rendered by the SOE shall be Rs. _____ inclusive of all applicable taxes. The payment shall be released as per the schedule attached herewith (subject to deduction of applicable taxes) in the form of cheque(s) drawn in the favour of the SOE.

6. **ARTICLE 6: APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in *Appendix A shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.*

7. **ARTICLE 7: ARBITRATION**

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be settled by the Chairman TCP, for final decision. The decision of Chairman TCP shall be final and binding on both the parties i.e. SOE & TCP.

8. **ARTICLE 8: CONTRACT AMENDMENT**

No variation in or modifications to the terms of the Agreement shall be made.

9. **ARTICLE 9: TERMINATION OF CONTRACT**

The Corporation may terminate the Contract without prejudice to any other remedy for breach to terminate the Contract in whole or in part by written notice of default sent to the SOE.

(a) If the SOE fails to complete the contracted Works / Services within the time period(s) specified in the Contract or any extension thereof granted by the Corporation.

(b) If the SOE fails to perform any other obligation(s) under the Contract.

10. ARTICLE 10: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail to their respective addresses mentioned above or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, these parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF SOE	FOR AND ON BEHALF OF TCP
Signed by: ----------	Signed by: ----------
Designation: ----------	Designation: ----------
Witness:	Witness:
Signed by: ----------	Signed by: ----------