



Universal Service Fund

(A company setup under Section 42 of the Companies Ordinance 1984)

Request for Submission of Proposals (RFP)

For

Provision of Android Tablets for USF Office

Tender ID: USF/TDRS/IT/2019/04

Issued at Islamabad

05-08-2019

USFCo Fifth Floor, HBL Tower, Jinnah Avenue, Islamabad Pakistan	Tel: 051 9212308-09 Fax: 051 9214261 URL: www.usf.org.pk
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Part I

1. INTRODUCTION

Universal Service Fund (USF) is a company registered under section 42 of the Companies Ordinance, having its office in HBL Tower, Jinnah Avenue Islamabad. Sealed tenders are invited from reputed firms/authorized dealers having registration with the Sales Tax and Income Tax authorities of FBR and are Active on a Payers List (ATL) for the supply of branded Android Tablets to the Universal Service Fund Company.

Detail specifications of laptops are available in TOR.

2. BIDDING PROCESS

- a. A Company / Firm will be selected after an open, competitive and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, and Rules, Regulations and Guidelines made thereunder.
- b. Save as otherwise provided, a Single Stage, One Envelope procedure as per Rule 36 (a) read with Rule 37 of the Public Procurement Rules, 2004, as amended in 2006 (the "Rules") shall be opted.
- c. Each bid shall comprise of one single envelope containing, separately, financial proposal and technical proposal.
- d. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
- e. The envelope marked "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" shall be opened at the same time.
- f. Bid Security, in the shape of a CDR/Demand Draft/Pay Order in the name of 'Universal Service Fund', as per Rule 25 of the Rules shall be provided in a separate envelope along with the technical proposal.
- g. USF shall evaluate the proposals in a manner prescribed under Section 6 & 7 of this document and reject any proposal which does not conform to the specified requirements.
- h. Financial proposal of technically non-qualified bidders shall be returned.
- i. No financial instrument for bid security or mode of payment for bidding documents shall be acceptable other than specified in clause (f).

3. ELIGIBILITY CRITERIA

Bidders must give compliance to the below mentioned clauses which are mandatory to be eligible for the bidding process.

- a. The Bidder can be an individual / Company / Firm to participate in the tender.
- b. The Bidder must be an authorized partner/seller (OEM) of the PRINCIPAL in Pakistan, of equipment package for which the bidder intends to bid. Partner should be in possession of a consistently valid PRINCIPAL's authorization certificate.
- c. The Bidder must have a minimum three (03) years of relevant working experience at national level, from the date of incorporation of the company / registration of the firm.

- d. Only OEM or its Authorized Distributors/Dealers/Partners may participate in the tender. (General order suppliers will not be entertained).
- e. The services must be offered with required warranty, explicitly mentioned in ToR.
- f. The Bidder shall submit Copy of following registration documents;

In case of Company	1. Incorporation certificate from Security and Exchange Commission of Pakistan (SECP). 2. Valid NTN and STRN
In case of Firm	1. Form/Certificate issued by registrar of Firms 2. Valid NTN and STRN
In case of individual	1. Valid NTN and STRN

- g. The Bidder must be registered with FBR for Income and Sales tax.
- h. The Bidder name must be on Active Taxpayers List (ATL) of FBR for Income tax and sales tax as on the date of bid submission and onward throughout the project tenure in compliance of the Eligible Bidders (Tax Compliance) Regulations, 2015. Only the registered bidder who is on Active Taxpayers List (ATL) of FBR for both the Income tax and sales tax is eligible to participate.
- i. The Bidder shall provide an undertaking on a stamp paper of Rs. 20/- duly attested by the oath commissioner / notary public that the Bidder itself has not been declared black listed by any Government/Semi-Government institutions.
- j. USF shall not entertain incomplete or partial bids

4. INSTRUCTIONS /GENERAL CONDITIONS

- a. The bidder will be selected after an open, competitive and transparent bidding process in view of Rule 20 of the Rules.
- b. Proposals shall be submitted in English / Urdu language as per Rule 6 of the Rules.
- c. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- d. 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 power of attorney accompanying the proposal.
- e. For clarification on any item of this RFP, the bidder may send a written request, up till five (05) days before the proposal submission date.
- f. All clarifications will be communicated to the registered Bidder through e-mail and shall be uploaded on the USF website at the specific tender's web page.
- g. USF may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. USF shall, upon request, communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds as per Rule 33 of the Rules.

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- h. The bidder shall quote only a single item as mentioned in the ToR. Multiple quotes will be rejected.
- i. The company may increase or decrease quantities of items as per PPRA rules.
- j. The bidder 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.
- k. In case of non-conformity of the supplied equipment with the desired specifications, same shall be replaced by the Bidder free of cost. No additional time shall be permitted by USF or cost will be charged by Bidder and any delay shall result in imposition of Liquidated Damages. Any increase in the cost over and above the quoted price shall be paid by the bidder.
- l. The successful bidder shall ensure the delivery of equipment within two (06) weeks. In case it is delayed beyond four (06) weeks, the Liquidated Damages at the rate of 0.15% of total contract price per day for each day delayed beyond the final date of delivery will be imposed. In case delivery delays exceeding five (5) days beyond the final date, USF may terminate the contract after deduction of the said Liquidated Damages and USF will have the right to forfeit performance guarantee which is retained by USF.
- m. Bidder is under obligation to read and understand complete information package/bid documents and may seek any information/clarification from USF before the opening of bids. USF shall not in any case be responsible towards the Bidder for any of its claim or complaint which may arise as a result of non-reading or misreading the bid documents/information package.
- n. USF is the originator of information package/bidding documents, any clarification or interpretation communicated by USF, whether in response of a query or otherwise, shall be deemed final, conclusive and will remain unquestioned.
- o. Successful bidder will be issued Letter of Intent (LoI), who shall submit Letter of Acceptance (LoA). Upon submission of LoA by successful bidder a formal contract will be signed.
- p. USF requires that Applicants, Bidders, Suppliers and Contractors under its contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, USF:

Defines, for the purposes of this provision, the terms set forth below as follows:

- I. "RFP" means this Request For Proposal;
- II. "Product" means services;
- III. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- IV. "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;
- V. "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;

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- VI. “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;
- VII. “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.
- q. USF will reject a proposal for award if it determines that the Applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- r. In the event that there is more than one qualified bidder i.e. they have quoted equal prices in financial bid, the tied qualified bidders shall be notified by USF and they will submit revised financial proposals in compliance with the RFP. The revised bid amount must be either equal to the original submitted bid or smaller than previous bid amount. The revised financial proposal shall be submitted in a sealed envelope that is securely closed and it is not possible to be opened without visual evidence thereof.

5. **BID SECURITY / PERFORMANCE GUARANTEE**

- a. A bid security amounting **Rs. 5,000/-** in the form of a CDR/Pay Order/Demand Draft, in the name of ‘Universal Service Fund’, must be attached in a separate envelope with the technical proposal otherwise the unopened proposals shall be returned and bid will be rejected.
- b. Submission of bid security in form 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 unsuccessful bidders will be released within ten (10) days of the signing of the contract with the successful bidder.
- d. Bid security of the successful bidder will be released within fifteen (15) days of submission of Performance Guarantee equivalent to **Rs. 25,000/-**
- e. Performance Guarantee will be released after completion of one (1) year warranty period.

6. **TECHNICAL PROPOSAL**

Technical Proposals to be submitted by the applicants shall be in compliance with the requirements laid down in the RFP 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 company / firm or an authorized representative of the applicant entailing the objectives and the executive summary.

- b. Compliance against each clause and sub-clause of RFP and ToR must be attached. Following conventions shall be used in the compliance checklist;
 - i. Fully Complied (FC)
 - ii. Not Complied (NC)
- c. Additional Information (If Any).

7. FINANCIAL PROPOSAL

The bidder shall submit Financial Proposals specified in the ToR in separate envelope. Envelop shall be clearly marked with the following:-

***“FINANCIAL PROPOSAL
“Do Not Open With the Technical Proposal”***

The Financial Proposal shall include the following;

- a. A lump sum cost along-with the complete item wise cost breakup inclusive of all applicable taxes shall be provided.
- b. All prices shall be in Pak Rupees and DDP as defined in Incoterms 2010. Any exchange rates fluctuations shall be the responsibility of the bidder and USF shall not give any price escalation on that account.
- c. The proposal must remain valid for a period of 60 days after the submission date.
- d. Taxes will be deducted at the time of the payment as per government rules and regulations.

8. SUBMISSION, OPENING AND RECEIPT OF PROPOSALS

- a. The original proposal (Technical and Financial Proposal) shall be prepared without any interlineations or overwriting. Please note;
- b. Two printed copies and one soft copy, for each Technical and Financial proposal, on a CD or DVD shall be submitted in separate envelopes. Each Technical and Financial Proposal shall be marked “ORIGINAL” and/or “COPY” as appropriate.
- c. The envelopes shall be marked separately as “**Technical Proposal**” and the “**Financial Proposal**” in bold and legible letters to avoid confusion.
- d. Technical and Financial proposals must be delivered at the address given below on or before **1500 Hrs (PST), 22nd August 2019.**

Chief Technical Officer
Universal Service Fund,
5th Floor, HBL Tower, Jinnah Avenue
Blue Area, Islamabad, Pakistan
Tel: (92-51) 9212308-09
Fax: (92-51) 9214261
Email: it.tenders@usf.org.pk

- e. Technical Proposals and Financial Proposals shall be opened the same day i.e. **22nd August 2019 at 1530 Hrs (PST)**, in presence of all the applicants who choose to be present.
- f. The evaluation of Proposals will be carried out and the results of the evaluation will be communicated to all the applicants. Technically qualified and financially lowest evaluated bidder shall be issued LOI.



10. EVALUATION CRITERIA

- a. USF will evaluate the proposals on the basis of their compliance with the RFP and the specifications / requirements as set out in ToR.

11. AWARD OF CONTRACT

- a. A letter of Intent (LoI) will be issued to the lowest evaluated Bidder who shall submit Letter of Acceptance (LoA) within five (05) days. The Bidder, to whom LoI has been issued, will have to submit the performance guarantee within fifteen (15) days.
- b. The Bidder with the technically qualified/financial lowest bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government shall be awarded the contract.
- c. After submission of the Letter of Acceptance and Performance Guarantee it is expected that the contract will be signed within minimum possible time of receipt of Performance Guarantee by USF, failing which USF may proceed accordingly.

12. PAYMENT TERMS

The payment for the subject procurement will be made as per the following plan:-

MILESTONE	PAYMENT TRIGGER	Payment Due	Remaining Payment
Delivery of equipment	GIRN (Goods Inspection & Receipt Note issued upon delivery of equipment)	100%	0%
1 Year Warranty completion	Upon completion of warranty for 1 year, performance guarantee will be released	-	-

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Part II

Terms of Reference

1- OVERVIEW:

Universal Service Fund (USF) invites proposals from Sole Proprietor, companies/firms having legal presence in Pakistan for provision of branded android tablets for USF office.

2- HARDWARE DETAILS:

Specification of the required equipment is as under;

A. Android Tablets:

Specifications		Qty: 10
1	TYPE OS	Android
2	Network	GSM/CDMA/HSPA/LTE
3	Processor	Octa-Core, 1.8 GHz or above
4	Memory	32 GB, 3 GB RAM or above
5	Display	Minimum 10.1" FHD (1920 x 1200)
6	Camera	Front Camera 5 MP Rear Camera 8 MP
7	Connectivity	WLAN, Bluetooth, GPS,
8	Battery	Li-ion Polymer (7000mAh) or above
9	Protection	Tablet Case and Glass Protector
10	Warranty	1 Year Standard Warranty

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