

## **Notice Inviting Tender**

### **“Annual Support Services for Existing USF TEMS Portfolio”**

**Tender ID: USF/TDRS/PT&I/2021-22/04**

Universal Service Fund (USF) is a Guarantee Limited registered under Section 42 of the Companies Act 2017 (erstwhile the Companies Ordinance, 1984) having its registered office at 3<sup>rd</sup> Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad, Pakistan

1. USF invites sealed proposals from bidders registered with FBR for Income Tax and the Sales Tax (Relevant Authority) & must be an Active Taxpayer (verifiable through ATL).
2. A Single Stage, One Envelope procedure shall be adopted as per Rule 36 (a) of the Public Procurement Rules, 2004.
3. Bid Security equivalent to five (05%) of total quoted price, in the shape of a CDR/Demand Draft/Pay Order in the name of ‘Universal Service Fund’, as per Rule 25 of PPRA Rules shall be provided in a separate sealed envelope along with the sealed financial proposal.
4. Bids/proposal shall be valid for period of 120 days.
5. A complete set of Bidding Documents can be downloaded by interested bidders from USF & PPRA websites (<http://www.usf.org.pk>) & (<http://www.ppra.org.pk/>).
6. Last date for submission of the proposal will be **30<sup>th</sup> May 2022** at 11:00 AM and will be opened on the same day at 11:30 AM in the presence of bidders and/or their authorized representatives in the office of undersigned.

**Head of Procurement Department**  
**Universal Service Fund**  
**Office no 310-312, 3<sup>rd</sup> Floor, Evacuee Trust Complex,**  
**Agha Khan Road, F-5/1, Islamabad, Pakistan**  
**Tel: 9212308-09, Fax: 9214261**  
**Email: [procurement@usf.org.pk](mailto:procurement@usf.org.pk)**



**Universal Service Fund**

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

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**Bidding Document**

**“Annual Support Services for Existing USF TEMS Portfolio”**

**Tender ID: USF/TDRS/PT&I/2022-23/04**

**Issued at Islamabad**

<p><b>USF Guarantee Limited</b> <b>Office # 310-312, Third Floor, Evacuee</b> <b>Trust Complex, Sector F-5/1,</b> <b>Islamabad Pakistan.</b></p>	<p><b>Tel: 051 9212308-09</b> <b>Fax: 051 9214261</b> <b>URL: <a href="http://www.usf.org.pk">www.usf.org.pk</a></b></p>
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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Universal Service Fund Company (“USF Co”) is a Guarantee Limited incorporated under Section 42 of the repealed Companies Ordinance 1984 (repealed with Companies Act 2017) established by the Government of Pakistan (Ministry of Information Technology & Telecom) in pursuance of Universal Service Fund Rules,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 Firm/Companies for annual support services for existing USF TEMS portfolio, registered with Federal Board of Revenue (FBR) for Income Tax and Sales Tax (Relevant Authority) as per scope of work detailed under terms of reference (ToR).

## 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 procedure 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 submitted, shall comprise of a **single package** containing two separate envelopes comprising both the **technical proposal** and the **financial proposal**.
- d. The envelopes shall be sealed separately and marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” as appropriate in bold and legible letters.
- e. Bid Security equivalent to five percent (05%) of total quoted price, in the shape of a CDR/Demand Draft/Pay Order in the name of ‘Universal Service Fund’, as per Rule 25 of PPRA Rules shall be provided in a separate envelope along with the financial proposals.
- f. No financial instrument for bid security or any mode of payment for bidding documents 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	Legal status, Company along with year of establishment and applicable supporting documents including license, registered partnership deed, incorporation certificate etc.	

2	Valid Registration with FBR for Income Tax purposes and with relevant Tax/Revenue Authority and shall be 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 partner/agent/distributor of the tools which is to be provided according to the TORs of this document.	
5	Bidder must have fully functional office(s) in Islamabad/Rawalpindi.	

#### 4. INSTRUCTIONS /GENERAL CONDITIONS

- a. The bidder will be selected after an open, competitive and transparent bidding process.
- b. Proposals shall be submitted in English/Urdu language.
- c. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR) **and inclusive of all applicable taxes.**
- 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 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 written queries, up till five (05) days before the proposal submission date.
- f. All clarifications will be communicated to the registered Bidders through e-mail.
- g. USF may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- h. 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.
- i. 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.
- j. 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.
- k. Most Advantageous Bidder will be issued Letter of Intent (LoI) and it shall submit Letter of Acceptance (LoA). Upon submission of LoA by Most Advantageous Bidder, Contract will be

signed for a period of one (01) year, which may be extended with mutual consent for a period decided mutually by the parties.

- I. 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.
- m. 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.
- 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 the 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. Any proposal 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 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 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.

- r. In case, the first most advantageous bidder fails to provide the required services 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 second most advantageous price bidder fails to provide the required services or the USF Procurement Committee is not satisfied from the provided services, the USF reserves the right to obtain the services from third most advantageous bidder.

## **5. BID SECURITY / PERFORMANCE GUARANTEE**

- a. Bid Security equivalent to five percent (05%) of total quoted price, in the shape of a CDR/Demand Draft/Pay Order in the name of 'Universal Service Fund', as per Rule 25 of PPRA Rules shall be provided in a separate envelope along with the financial proposals.
- b. Payment 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 Bidders who do not technically qualify shall be returned unopened after result announcement of technical evaluation report.
- d. Bid Security of technically responsive (qualified) Bidders will be released after ten (10) days of the signing of the contract with the successful Bidder.
- e. Performance Guarantee equivalent to ten percent [10%] in shape of Bank Guarantee will be mandatorily submitted by the Most Advantageous Bidder. In case of non-submission by the Most Advantageous Bidder within the stipulated time as mentioned in Letter of Intent (LoI), USF shall proceed accordingly.
- f. The Performance Guarantee submitted by Most Advantageous Bidder shall remain valid till the whole term of the Contract and shall be released after the successful completion of the said Contract.

## **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 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**

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

***“FINANCIAL PROPOSAL***

The Financial Proposal shall include the following;

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

<b>Description</b>	<b>Price without GST</b>	<b>GST</b>	<b>Total Price</b>
TEMs Support Service			

- b. A lumpsum cost along-with the complete detailed item wise cost breakup shall be provided as given in above table.
- c. The proposal must remain valid for a period of 120 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. Bidder shall mention the amount in financial proposal, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws. Any increase or decrease in rate of sales tax (only) applicable at the time of payment, shall be further added or adjusted, as the case may be, in total contract price.
- h. All prices shall be in Pak Rupees and DDP as defined in Incoterms 2020. Any exchange rates fluctuations shall be the responsibility of the bidder and USF shall not give any price escalation.



## 8. **SUBMISSION, OPENING AND RECEIPT OF PROPOSALS**

- a. The original proposal (Technical and Financial Proposal) shall be prepared without any interlineations or overwriting.
- b. One original proposal along with “two copies” & “one soft copy” (to be provided in USB) for each Technical and Financial proposal shall be submitted in separate envelopes. Each Technical and Financial Proposal shall be marked “ORIGINAL” and “COPY 1” “COPY 2” 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 11:00 am. (PST), 30<sup>th</sup> May 2022

### **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](mailto:procurement@usf.org.pk)

- e. Proposals shall be opened the same day i.e. 11:30 AM. (PST), 30<sup>th</sup> May 2022 (PST), in 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, within the original or extended period of bid validity.
- b. A letter of Intent (LoI) will be issued to the lowest evaluated Most Advantageous Bidder who shall submit Letter of Acceptance (LoA) within period stipulated under LoI. The Bidder, to whom LoI has been issued, will have to submit the Performance Guarantee within time prescribed time under LoI.
- c. After submission of the Letter of Acceptance and Performance Guarantee it is expected that the Contract will be signed within minimum possible time after receipt of Performance Guarantee by USF, failing which USF may proceed accordingly.
- d. In case of delay in submission of Performance Guarantee, USF shall have the right to extend the timeline or accept any other instrument till the submission of Performance Guarantee (Bank Guarantee).
- e. The initial term of the contract shall be one year which may be extended for another term as may be mutually agreed between the parties.

**10. PAYMENT TERMS:-**

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

Sr no	Description	Payment %
1	After Signing of Contract	90%
2	After completion of service support period i.e. 1 year after signing of contract	10% of payment and release of Bank Guarantee

- 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 Terms**

- a. In case of delay in providing support services, USF have the right to impose penalty @ Rs. 2000/hour after a delay or persistent failure of seventy-two (72) hours by the Service Provider. Penalty amount shall be deducted from the remaining invoice/payment submitted by the service provider.
- b. If the penalty amount exceeds the remaining payment, then Service Provider shall pay remaining amount to USF in form of Demand Draft/Payorder/CDR otherwise USF shall have right to encash Bank Guarantee.
- 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.

**13. Terms of Reference / Scope of Work:**

**Upgradation of USF DT Tools**

**Overview**

The Service Provider shall provide support services of their Drive Test Portfolio as following:

- a. The Service Provider shall offer the Support Services as per the details:

S. No.	Product	Quantity
1	TEMS Pocket Professional Latest version SW Package OR Provide other type with same specifications and Support	9
2	TEMS Director Base Latest Version Software OR Provide other type with same specifications and Support	1
3	TEMS Director (per DP) Latest Version. OR Provide other type with same specifications and Support	5
4	TEMS Discovery Device Latest Version SW Package OR Provide other type with same specifications and Support	2
5	Technology option -G5M/WCDMA/ HSPA+/4G OR provide other type with same specifications and Support	2
6	Feature set option -Professional Pakistan OR Provide other type with same specifications and Support	2
7	Script & Report builder option Professional OR Provide other type with same specifications and Support	2
8	Automatic data processing option Professional OR Provide other type with same specifications and Support	2
9	Indoor Functionality Option Professional OR Provide other type with same specifications and Support	2
10	Google Subscription Professional OR Provide other type with same specifications and Support	2

**14. Annexure**

**Affidavit**

I ----- son of ----- CNIC ----- resident of ----- do here by Solemnly affirm and declare that I have participated in the Tender of Security Services. 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 ..... 2022 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