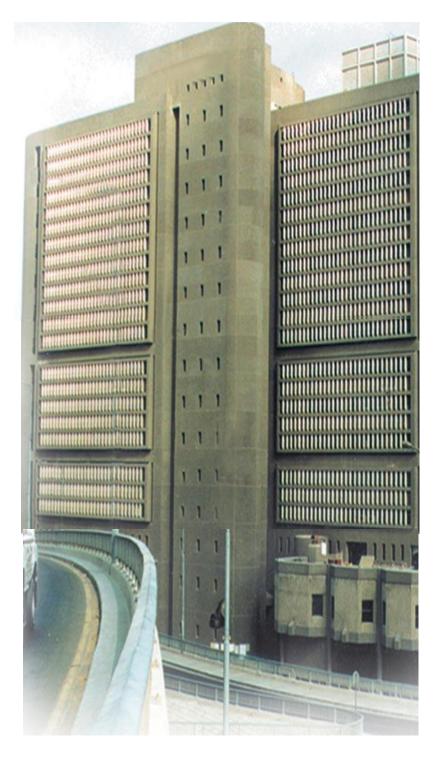
## TENDER FOR RENEWALOF LICENSED SOFTWARE

TENDER DOCUMENT
Tender # DPD/SYS-226/2022



| Pay Order # | <b>:</b> | <br> | <br> |
|-------------|----------|------|------|
| Dated:      |          |      |      |
| Issued to:  |          |      |      |
|             |          |      |      |



# **Pakistan Reinsurance Company Limited**

(Formerly Pakistan Insurance Corporation)
Functionaries under Ministry of Commerce, **Government of Pakistan**PRC Towers, 32-A, Lalazar Drive, M.T. Khan Road, Karachi, Pakistan.
Ph: 0092-21-99202908 to 99202914, Fax: 0092-21-99202921-22,

E-mail: <a href="mailto:dpd@pakre.org.pk">dpd@pakre.org.pk</a> Website: <a href="mailto:www.pakre.org.pk">www.pakre.org.pk</a> PAKISTAN REINSURANCE COMPANY LIMITED

DATA PROCESSING DEAPRTMENT

#### BIDS FOR RENEWAL of LICENSED SOFTWARE (Microsoft 365 Business Basic) FOR PRCL

#### **INVITATION OF BIDS**

Pakistan Reinsurance Company Limited ('PRC') invites the bids for renewal of email user accounts (as defined in BOQ) at PRCL's Head Office, PRC Towers, 32-A, Lalazar Drive, M..T. Khan Road, Karachi.

The contract for renewal of license shall be governed by the relevant rules & regulations, laid down by the Federal Government or concerned agency/ies, authority/ies.

Interested firms may submit their bids/offers alongwith required bid money on the basis of **single stage - two envelopeprocedure**to be dropped in the tender box placed at 14th Floor, PRC Towers, 32-A, Lalazar Drive, M.T. Khan Road, Karachi, up to 11:00 a.m. on <u>1 April, 2022</u>. The bids shall be opened in the PRCL on the same day at 11:30 hours, in the presence of bidders or their authorized representatives who may wish to be present.

#### 1. SPECIFICATION:

### i. Bill of Quantities (BOQ):

| S.No | Description  | Quantity |
|------|--|----------|
| 1    | Renewal of Microsoft365 Business Basic user account subscriptions for 1 year | 110      |
| 2    | Microsoft 365 Business Basic user account subscription for 1 year            | 10       |

#### ii. Scope of Work:

Renewal & purchase of Microsoft 365 Business Basic user account subscriptions for 1 year as above.

#### 2. ELIGIBILITY CRITERIA:

- 1. The bids must be submitted by authorized Microsoft partnersonly.
- 2. The Bidder must attach valid Distributorship/Dealership/Partnership certificate from Microsoft authorizing the bidder to sell their products in Pakistan particularly Microsoft Office 365/Microsoft 365 till 30th June, 2022. Enclose Copy.
- 3. The bidder should certify the period / experience since their firm is involved in this business (which should not be less than five (5) years for eligibility) and the period of firms association with the principal who's products are being offered.
- 4. The bidder should have the experience of deploying Microsoft Office/ Microsoft 365 for business of similar size.
- 5. A list of clients where Microsoft Office 365/ Microsoft 365 installed/deployed/configured/licenses-provided may be attached with the bid.
- 6. List of major clients in last two (2) years.
- 7. The firm must provide NTN, GST registration number issued by Federal Board of Revenue/Sindh Revenue Board/other provincial Revenue Board if the bidder belongs to other provinces. Income Tax, General/provincial sales tax as applicable must be mentioned separately.
- 8. Bidder must be in Active Tax Payer list (attach Copy).
- 9. Pay Order in favor of PRCL an amount equivalent of 2% of the quoted price shall be attached as earnest money to the bids. Bids without earnest money will not be entertained and rejected outright.
- 10. The firm(s) who had defaulted in its contract(s) awarded by PRC or any other Government entity is not eligible to participate in the tender. The firm(s) who have not fulfilled their contractual obligation with PRC shall also not be eligible to participate in the Bid(s), unless they clear their dues alongwith penalties or fulfill their contractual obligations with PRC.
- 11. The firm should not be blacklisted by PRC or any other Government entity. An affidavit to this effect shall be attached.
- 12. The bidder shall agree with all terms & conditions mentioned in this Tender Document.

#### 3. VALIDITY & DELIVERY SCHEDULE:

- 1. All offers shall be valid for 45 (Forty Five) calendar days from the date of opening of tenders.
- 2. The price(s) quoted by the bidders shall be valid up to 45 days from the date of submission of the bids.
- 3. The renewal/subscription period required is one year.
- 4. The supply&configuration of licenses is to be completed within 7 (Seven) days, from receipt of work order.

#### 4. CLARIFICATION AND AMENDMENT TO RFP (PRE-BID CONFERENCE):

To clarify issues and answer queries on any matter that may be raised at this stage, a pre-bid conference will be held in the premises of Pakistan Reinsurance Company Limited at 11:00 AM on 28 March, 2022.

- i. A firm requiring any clarification of the Tender document may notify PRCL in writing or facsimile at PRCL's address. Similarly, if a bidder feels that any important provision in the document is unacceptable; such an issue should be raised as soon as possible. All queries/clarifications relating to RFP, in writing, should reach PRCL 2 days before the bidders' conference.
- ii. The subject tender document may change after the above mentioned Bidder's conference. It is kindly requested to visit PRCL's website for any updates after the pre-bid conference.
- iii. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the PRCL may, at its discretion, extend the deadline for the submission of bids. The revised tender document and deadline (if required) will be uploaded/updated on the website of PRCL (www.pakre.org.pk).

#### 5. SPECIAL TERMS:

- The end user License, end user warranties and end user support services for the software will be in the name of PRCL.
- 2. The prices/rates shall be quoted in Pak. Rupees only.
- 3. The Quantities mentioned above may vary according to PRCL requirement.

#### 6. BID BOND/PERFORMANCE GUARANTEE:

- 4. Bid shall be accompanied in original by a Bid Bond equivalent to two percent (2%) of the value of the offered price in the shape of a Demand Draft or Pay Order in Pak Rupees, which shall be forfeited if bidder failed to sign the contract within seven (7) days of issuance of letter for award of contract.
- 5. Bid Bond of the unsuccessful Bidder(s), including those Bid(s) which are not accepted for any reason, will be returned after award of tender to the successful Bidder(s).
- 6. Successful Bidder is required to submit a Performance Guarantee equivalent to five percent (5%) of the quoted amount, , which will be returned after successful completion of support period, upon satisfactory working of items supplied including other services, as required from the supplier, in accordance with Tender Terms & Conditions and settlement of any/all claims.

#### 7. FORFEITURE OF BID BOND/PERFORMANCE GUARANTEE:

The Buyer (PRCL) shall forfeit the Bid Bond or Performance Guarantee if the Seller: -

- i) Fails to supply the goods/services within the specified period.
- ii) Commits any breach of contract or fails to fulfill any terms or conditions of the contract.
- iii) The Performance Guarantee will be released to the supplier on successful completion of support period, upon satisfactory working of product including other services, as required from the supplier. No claim shall lie against the Buyer in respect of interest on Performance Guarantee regardless of the time of its release.

#### **8. CANCELLATION OF CONTRACT:**

If the Seller fails to provide and install the items, as per specifications and within the specified period, the Buyer shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Buyer shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

#### 9. ARBITRATION:

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the Buyer and Seller. Should the parties fail to come to an amicable settlement the same shall be referred to the CEO, PRCL, for final decision. The decision of CEO, PRCL shall be final and binding on both the parties i.e. Seller & Buyer.

#### 10. GENERAL TERMS & CONDITIONS:

- The tender should be sent in sealed envelope as per procedure mentioned in the tender notice.
- 2. Proposal received by Fax or e-mail shall not be acceptable.
- 3. Bids in detail will be submitted on respective letterhead.
- 4. The quoted price shall be inclusive of all applicable federal, provincial & local taxes, duties, fees, expenditure, including transportation, installation charges, warranty charges, and other charges, if any, whatsoever.
- 5. PRCL shall only be responsible for the price, on which the contract shall be awarded. Any claim, beyond this amount shall not be entertained, under any circumstances.
- 6. The bidders will have no rights to change their stance, in respect of price, specification and requirement, once the bid is dropped.
- 7. The successful bidder whose bid is accepted shall be informed in writing.
- 8. Copy of NTN and Sale Tax Registration shall be provided by the bidders.
- 9. Guarantee/warrantee must be mentioned if there is any.
- 10. PRCL reserves the right to accept or reject any/all tenders as per PPRA rules.

#### 11. BID EVALUATION CRITERIA:

- 1. Minimum passing marks are 65 for technical evaluation as per the criteria specified in Annexure-IV.Bidder who shall obtain minimum 65 marks or more shall be marked as technically qualified and shall be considered for financial bid opening.
- 2. Bidder offering the lowest price who qualified in technical evaluation, shall be awarded the contract.
- 3. PRCL can ask for any details or information, in respect of the offer submitted by the bidder, under provision of Public Procurement Rules, 2004. However, the original bid shall be treated for the evaluation purpose.

#### 12. PAYMENT:

- 1. The payment shall be processed by PRC, after successful completion of renewal and its successfully working, as per required terms & conditions.
- 2. The supplier shall submit the following documents to process the payment: -
  - 1. Invoice.
  - 2. Copy of Sales Tax Certificate.
  - 3. Copy of Income Tax Certificate / NTN Certificate
  - 4. Copy of Professional Tax Certificate.

#### **13. SUBMISSION OF BIDS:**

- Interested parties may submit their bids in sealed envelopes addressed in the name of Mr. Arham Rahim (Head of Administration/Human Resource) to be dropped in the Tender Box placed at 14th Floor, PRC Towers, Karachi on 1 April, 2022 latest by 1100 hours (11:00 am). Bids received through fax, email, cable, courier or any other means except as prescribed above shall not be considered.
- 2. The bids received will be opened at 11.30 am on the same day (thirty minutes after deadline for submission of bid) in the presence of bidders or their authorized representatives who may wish to be present.
- 3. All bids must be submitted on the prescribed Performa given at Annexure-I, Annexure-II& Annexure III (along with original Tender Document in the name of Bidder).

#### 14. DOCUMENTS CONSTITUTING CONTRACT:

1. The RFQ IFB (Invitation for Bids), the Terms & Conditions of Tender, Bid/offer submitted by the bidder and the Letter of acceptance Issued by the PRCL shall constitute the Contract between the Buyer and the Seller. This is subject to signing of "Integrity Pact" by the seller immediately, on award of contract as per the format at Annexure-II.

#### 15. BIDDER MUST PROVIDE THE FOLLOWING DOCUMENTS ALONG WITH BID FORM:

- i. Copy of valid authorized partnership document from Principal
- ii. A list of clients where the required licenses/services installed/deployed/configured.
- iii. Year of setup.
- iv. Certificate of incorporation in case of company or partnership deed in case of a partnership & Registration Certificate in case of Sole Proprietorship.
- v. Copy of Income Tax, Sales Tax and Sales Tax on Services registration Certificates.

- vi. Affidavit on Rs.50/- stamp paper that they have not been black listed during the last five years.
- vii. Integrity Pact duly signed & stamped as per Annexure-III.
- viii. Nomination of a duly authorized Representative by the company / Partnership / Sole Proprietorship on firm's official letterhead. This authorization shall be signed by the C.E.O./ Director / Partners of the firm and shall be duly sealed.
- ix. All pages of the technical & financial Bid shall be signed by duly authorized representative & shall bear the seal of the firm.

I / we agree with the above terms and conditions.

| Signature                 | : |  |
|---------------------------|---|--|
| Name                      | : |  |
| Name                      | • |  |
| Designation               | : |  |
| Name of Firm              | : |  |
| NTN # of Firm             | : |  |
| GST # of Firm             | : |  |
| 031 # 01111111            | • |  |
| Earnest Money Pay-order # | : |  |
| ray-order #               | • |  |
| Seal of Firm              | : |  |
| Telephone #               |   |  |

# PAKISTAN REINSURANCE COMPANY LIMITED BID FORM

Two Copies to be filled (one with Technical & other with Financial Proposal)

| 1. | Name & Address of Bidder:                |   |         |
|----|--|---|---------|
|    | Telephone:                               |   |         |
|    | Fax:                                     |   |         |
|    | Email:                                   |   |         |
|    | Sales Tax Registration No.               |   |         |
|    | National Tax No.                         |   |         |
|    | Brand of Product:  broacher is enclosed) | (the detailed   |         |
| 3. | Specifications:                          |   |         |
|    |  |   |         |
|    |  |   |         |
|    |  |   |         |
|    |  |   |         |
|    |  |   |         |
|    |  |   |         |
|    |  |   |         |
|    |  |   |         |
| 4. | We shall abide by all the terms and      | conditions of this tender document.                                   |         |
|    |  | shall be allowed by PRC at belated stage under any circumstances, wha | tsoever |
|    | Signature:                               |   |         |
|    | Name:                                    |   |         |
|    | Designation:                             |   |         |
|    | CNIC No. enclosed)                       |   | (copy   |
|    | Date:                                    |   |         |
|    | Stamp:                                   |   |         |

# PAKISTAN REINSURANCE COMPANY LIMITED

**Total Price** 

taxes

**Exclusive of All** 

**Taxes** 

## **FINANCIAL BID FORMAT**

(To be submitted with Financial Proposal)

**Unit Price** 

Description

SR#

Quantity

(Amount in PKR) **Total Price** 

included

with all taxes

|                |  |   |                                       | Grand Total           |                                 |
|----------------|--|---|---------------------------------------|-----------------------|---------------------------------|
|                |  |   |                                       |                       |                                 |
|                | uoted Price in digits etc.)  | Rs  | (inc                                  | clusive of all ap     | plicable taxes,                 |
| 1.             | Quoted Price in words Rupees   |   | :                                     | **                    |                                 |
|                |  |   |                                       |                       | a taras dutias at               |
|                |  |   | (inclu                                | sive of all applicabl | e iuxes, auiies, ei             |
| 2.             | Amount of Bid Bond in digits   |   | Rs(inclu                              |                       |                                 |
| 3.             | Amount of Bid Bond in words  | Rupees  | Rs                                    |                       | **                              |
| 3.<br>4.<br>lo |  | Rupees<br>ny differen<br>ed, as quot              | Rs<br>ace of quoted pri<br>ted price. | ce in words           | and digits,                     |
| 3.<br>4.<br>lo | Amount of Bid Bond in words  We understand that, in case of an west quoted price will be consider  | Rupees<br>ny differen<br>ed, as quot              | Rs<br>ace of quoted pri<br>ted price. | ce in words           | and digits,                     |
| 3.<br>4.<br>lo | Amount of Bid Bond in words  We understand that, in case of an west quoted price will be consider  ase think again, before signature the bid, no alteration                                  | Rupees<br>ny differen<br>ed, as quot              | Rs<br>ace of quoted pri<br>ted price. | ce in words           | and digits,                     |
| 3.<br>4.<br>lo | Amount of Bid Bond in words We understand that, in case of an west quoted price will be consider  ase think again, before signature the bid, no alteration Signature:                        | Rupees<br>ny differen<br>ed, as quot              | Rs<br>ace of quoted pri<br>ted price. | ce in words a         | and digits,                     |
| 3.<br>4.<br>lo | Amount of Bid Bond in words We understand that, in case of an west quoted price will be consider  ase think again, before signature the bid, no alteration Signature: Name:                  | Rupees_ my differen ed, as quot a shall be allowe | Rsace of quoted prited price.         | ce in words a         | ** and digits, tances, whatsoev |
| 3.<br>4.<br>lo | Amount of Bid Bond in words  We understand that, in case of an west quoted price will be consider  ase think again, before signature the bid, no alteration  Signature:  Name:  Designation: | Rupees_ my differen ed, as quot a shall be allowe | Rsace of quoted prited price.         | ce in words a         | ** and digits, tances, whatsoev |

#### **INTEGRITY PACT**

# Declaration of fees, commission and breakage etc payable by the suppliers of goods, services, and works.

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

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

[The Seller/Supplier] certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with PRC, Ministry of commerce, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Not with standing any rights and remedies exercised by PRC, Ministry of commerce, Government of Pakistan in this regard,

[The Seller/Supplier] agrees to indemnify fully and to keep indemnifiedPRCL, Ministry of Commerce, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PRC, Ministry of Commerce, Government of Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form PRC, Ministry of Commerce, Government of Pakistan.

| Signature:         |              |              |       |
|--------------------|--------------|--------------|-------|
| Name:              |              |              |       |
| Designation:       |              |              |       |
| CNIC No. enclosed) | <del>-</del> | <del>-</del> | (сору |
| Date:              |              |              |       |
| Stamp:             |              |              |       |

## **Technical Evaluation Criteria**

| S. N.o | Descriptions   | Total<br>Points | Categorized<br>Points | Remarks (Attachment of relevant evidence in each case is mandatory. In case of non- compliance no mark will be awarded) |  |
|--------|--|-----------------|-----------------------|---|--|
| 1      | Client Portfolio   | 30              |                       |   |  |
|        | Worked with more than 10 local clients/ government/semi government and/or autonomous bodies.                             |                 | 30                    |   |  |
|        | Worked with more than 7 but less than or equal to 10 local clients/ government/semi government and/or autonomous bodies. |                 | 15                    | (copies of contract or purchase orders) should be furnished.  |  |
|        | Worked with more than 4 but less than or equal to 7 local clients/ government/semi government and/or autonomous bodies.  |                 | 10                    |   |  |
| 2      | Relevant Experience  | 30              |                       |   |  |
|        | Providing Office 365 Licenses for more than  |                 | 30                    |   |  |
|        | 5 years  |                 |                       | Dogumentary proof (agnics of  |  |
|        | Providing Office 365 Licenses for more than 3 years but less than or equal to 5 years                                    |                 | 25                    | Documentary proof (copies of contract or purchase orders) should be furnished.  |  |
|        | Providing Office 365 Licenses more than 1 year but less than or equal to 3 years   |                 | 10                    | snould be furnished.  |  |
| 3      | Financial Capability   | 20              |                       |   |  |
|        | Annual revenue of company should be greater than Rs. 20 million  |                 | 20                    |   |  |
|        | If annual revenue is less than or equal to Rs. 20 million but greater than 15 million                                    |                 | 10                    | Copy of recent financial audit report done by auditing firm   |  |
|        | If annual revenue is less than or equal Rs.15 million but greater than 10 million  |                 | 15                    |   |  |
| 4      | Office Address Details   | 20              |                       | 7   |  |
|        | Office Address in Karachi  |                 | 20                    | Dogumentomy details of Office   |  |
|        | Office address anywhere in Pakistan.   |                 | 10                    | Documentary details of Office address on company letter head  |  |
|        |  |                 |                       | address on company letter head  |  |

Note: Please mark/flag the supporting documents for Technical Evaluation Criteria. \*\* Minimum Passing score is 65