

**SLCL/ADMIN/TD/1001/2014**  
**Copy No. \_\_\_\_\_**

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



**Tender Document**  
**Supply, Installation, Implementation & Maintenance**  
**of Software System**

*This document contains 21 pages*

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## **DEFINITIONS**

**“Bid”** means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SLCL.

**“Bid with Lowest Evaluated Cost”** means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

**“Bidder”** means a person or entity submitting a bid;

**“Bidding Documents”** means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

**“Bidding Process”** means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

**“Blacklisting”** means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

**“Calendar Days”** means days including all holidays;

**“Conflict of Interest”** means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SLCL to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SLCL under the contract;
- (iv) where an official of the SLCL engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

**“Consultant”** means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

**“Consulting Services”** means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

**“Contract”** means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

**“Contractor”** means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

**“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below;

**“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

**“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SLCL to establish prices at artificial, non-competitive levels for any wrongful gain;

**“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

**“Fraudulent Practice”** means 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;

**“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; 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, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**“Emergency”** means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

**“Goods”** means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

**“Government”** means the Government of Sindh;

**“Head of the Department”** means the administrative head of the department or the organization;

**“Lowest Evaluated Bid”** means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

**“Lowest Submitted Price”** means the lowest price quoted in a bid, which is otherwise not substantially responsive;

**“Mis-procurement”** means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

**“Notice Inviting Tender”** means the notice issued by a SLCL through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

**“Open Competitive Bidding”** means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

**“Services”** means any object of procurement other than goods or works, and includes consultancy services;

**“SLCL”** means the Sindh Leasing Company Limited;

**“Substantially Responsive Bid”** means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

**“Supplier”** means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

**“Value for Money”** means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SLCL’s requirements.

## **1 INVITATION FOR BIDS (IFB)**

Sindh Leasing Company Limited (SLCL) invites proposal from candidates for the supply, installation, implementation & maintenance of Software System. More details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 issued thereunder (“SPPRA”) which can be found at [www.pprasindh.gov.pk/](http://www.pprasindh.gov.pk/). For the purposes of this document, the any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.

This TD includes the following Sections:

- Instructions to Bidders (ITB) . . . . . Page # 2
- Eligibility Criteria . . . . . Page # 10
- Conditions of Contract . . . . .Page # 15
- Scope of Work / Software Proposal . . . . . Page # 17
- Financial Proposal . . . . . Page # 20

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Head of Administration Division  
SINDH LEASING COMPANY LIMITED  
3<sup>rd</sup> Floor, Imperial Court,  
Dr. Ziauddin Ahmed Road,  
Karachi-75530, Pakistan

## **2 INSTRUCTION TO BIDDERS (ITB)**

### **2.1 Correspondence Address**

The contact number and the correspondence address for submitting the proposals are as follow:

Head of Administration Division  
SINDH LEASING COMPANY LIMITED  
3<sup>rd</sup> Floor, Imperial Court,  
Dr. Ziauddin Ahmed Road,  
Karachi-75530, Pakistan

### **2.2 Eligible Bidders**

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

### **2.3 Corrupt Practice**

1. SLCL requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. SLCL will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

### **2.4 Preparation of Bids**

#### **2.4.1 Bidding Process**

This is the Single Stage – Two Envelope Procedure; a bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL. [SPPRA Rule 46 (2-a)]



#### **2.4.2 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid and SLCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **2.4.3 Language of Bid**

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SLCL must be written in English. [SPPRA Rule 6 (1)]

#### **2.4.4 Technical Proposal**

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment.

#### **2.4.5 Financial Proposal**

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SLCL. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

#### **2.4.6 Bid Currencies**

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

#### **2.4.7 Bid Security**

The SLCL shall require the bidders to furnish the Earnest Money @ 5% of Bidding Cost or Irrevocable Bank Guarantee acceptable to the Company, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SLCL reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SLCL as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
  - Sign the contract in accordance with ITB Section [2.7.4]; or
  - Furnish performance security in accordance with ITB Section [2.7.5].

### **2.4.8 Bid Validity**

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SLCL; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

## **2.5 Submission of Bids**

### **2.5.1 Sealing and Marking of Bids**

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. [SPPRA Rule 46 (2-a & b)]

### **2.5.2 Response Time**

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by SLCL at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

### **2.5.3 Extension of Time Period for Submission of Bids**

SLCL may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SLCL is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SLCL is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

#### **2.5.4 Clarification of Bidding Documents**

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SLCL shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

#### **2.5.5 Late Bids**

Any bid received by SLCL after the deadline for submission of bids prescribed by SLCL pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)] .The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

#### **2.5.6 Withdrawal of Bids**

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SLCL prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

#### **2.5.7 Cancellation of Bidding Process**

1. SLCL may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SLCL shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]

4. SLCL shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

#### **2.5.8 Mechanism for Redressal of Grievances**

SLCL has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SLCL during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SLCL shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SLCL. [SPPRA Rule 31(5)]

SLCL shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

A bidder not satisfied with decision of the SLCL complaints' redressal committee may lodge an appeal to the Chief Secretary through the Authority, who shall refer the matter to a review panel in accordance with ITB section [2.5.9]; [SPPRA Rule 31(8)]

A bidder may file an appeal to the Chief Secretary provided; [SPPRA Rule 31(9)]

1. that the bidder has exhausted his complaint to the complaint redressal committee [SPPRA Rule 31(9-a)]; and
2. That he has not withdrawn the bid security deposited by him during the procurement process. [SPPRA Rule 31(9-b)]

The bidder must submit the appeal to the Chief Secretary with the following documents: [SPPRA Rule 31(10)]

1. a letter stating his wish to appeal to the Review Panel and the nature of complaint; [SPPRA Rule 31(10-a)]
2. a copy of the complaint earlier submitted to the complaint redressal committee of the Department and all supporting documents in a sealed envelope; [SPPRA Rule 31(10-b)] and

Upon receipt of an appeal and registration fee, the Chief Secretary shall select a Review Panel to examine the complaint. Simultaneously, the Authority shall inform the bidder and the Head of the concerned Department of the action taken by the Chief Secretary. [SPPRA Rule 31(11)]

On receipt of reference from the Chief Secretary, the Chairperson of the Review Panel shall convene a meeting of the review panel within five working days. [SPPRA Rule 31(12)]

Unless the Review Panel recommends dismissal of the complaint being frivolous, in which case the bidder shall lose the bid security deposited with the SLCL, the Review Panel may: [SPPRA Rule 31(13)]

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]
2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-c)]
4. suggest annulment in whole or in part of a non-compliant act or decision of a SLCL, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SLCL is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for mis-procurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)] or
6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

It shall be mandatory for both, the complainant and the SLCL to appear before the Review Panel as and when called and produce documents, when so required. The Review Panel shall issue the notice of appearance to the Head of the Department for its service who shall ensure the attendance of the Head of SLCL along with relevant record. In case of failure of Head of SLCL to appear before review panel despite service, the Authority shall bring the matter to the notice of Chief Secretary. In case the complainant fails to appear twice, despite service the reference may be decided ex-parte. The Review Panel shall hear the parties and give its recommendations to the Authority within thirty days of receipt of reference. In case, more time is required, the Review Panel may seek extension from the Chief Secretary through the Authority enumerating the reasons for delay. The Authority shall submit these recommendations to the Chief Secretary who shall decide the appeal keeping in view the recommendations of the Review Panel; Provided that the Chief Secretary may refer the matter

back to the Review Panel, if there is some ambiguity or vagueness in the recommendations and a clarification is to be sought. The Review Panel shall clarify the matter within seven calendar days, following which the Chief Secretary would decide the matter; [SPPRA Rule 31(14)]

The decision of the Chief Secretary shall be final and the SLCL shall act upon such findings. After the decision has been issued, the complaint and the decision shall be hoisted by the Authority on its website within three working days; Provided that no information shall be disclosed if its disclosure would be against the public interest or may jeopardize national security. [SPPRA Rule 31(15)]

### **2.5.9 Review Panel**

The Authority shall maintain a list of Review Panellists for the purpose of reviewing a bidder's complaint. The Panellist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Chief Secretary. [SPPRA Rule 32(1)]

The List of Specialists shall be formed from a number [SPPRA Rule 32(2)]

1. persons who have been legal professionals; [SPPRA Rule 32(2-a)]
2. persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)]and
3. Persons from a list of specialists with experience in the relevant field. [SPPRA Rule 32(2-c)]

The Specialists shall be grouped into a number of Review Panels, each with a nominated Chairperson, both as approved by the Chief Secretary. Each panel shall have a minimum of 3 members, one from each of the groups listed in sub rule (2) above and up to 2 co-opted members on a case-by-case basis depending upon the nature of the complaint. [SPPRA Rule 32(3)]

The specialists shall be paid remuneration for their services as determined by the Authority from time to time with the approval of the Chief Secretary. [SPPRA Rule 32(4)]

### **2.5.10 Matters not subject to Appeal or Review**

The following actions of the SLCL shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SLCL; [SPPRA Rule 33 (1)]
- Decision by the SLCL under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

## **2.6 Opening and Evaluation of Bids**

### **2.6.1 Opening of Bids by SLCL**

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

### **2.6.2 Clarification of Bids**

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SLCL may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

### **2.6.3 Preliminary Examination**

SLCL will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SLCL may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SLCL.

If a bid is not substantially responsive, it will be rejected by SLCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### **2.6.4 Supplier Eligibility/Technical Criteria**

All bids shall be evaluated in accordance with the eligibility criteria. [SPPRA Rule 42 (1)] SLCL will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.

#### **2.6.4.1 Six Domain Evaluation Model**

Following are the Six domains on the basis of which all the proposals will be evaluated:

1. Lease Management System Functionality
2. Vendor's Risk
3. Systems Base Technology
4. Vendors Future Prospects
5. Intangibles
6. Cost

#### 2.6.4.2 Overall Domain's Weighted Scores

Sr. #	Domain	Weighted Score
1.	Lease Management System Functionality	15%
2.	Vendor's Risk	10%
3.	Systems Base Technology	10%
4.	Vendors Future Prospects	7%
5.	Intangibles	7%
6.	Cost	50%
7.	*Other Committee Judgmental Factor	1%
	Total:	100%

\*Other Committee Judgmental Factors are based on the factors like quality of presentation, body language, punctuality etc.

To qualify in the technical evaluation bidder must obtain minimum 70% marks.

Bidder obtained highest total score as per above table will be selected.

#### 2.6.5 Scoring Criteria

SLCL shall evaluate Financial and Technical Proposals using the following scoring criteria.

- Financial Proposal: To evaluate a financial proposal formula for determining the Financial scores is following:

$$\text{FS} = \text{FLB} / \text{FB} * 100$$

FS = Financial Score  
 FLB = Lowest Bid  
 FB = Bid Offered

- Technical Proposal:

Sr. #	Technical Domains Description	Scores
<b>1</b>	<b>Lease Management System Functionality (15%)</b>	
1.1	Available	10
1.2	Can be developed	5
1.3	Not Available	0
<b>2</b>	<b>Vendor's Risk (10%)</b>	
<b>2.1</b>	How much time frame offered by the supplier for expected implementation? (Go-Live with 1 pilot branch) and submit more than one proof reference from your previous installation.	
2.1.1	Within 8 Weeks	2
2.1.2	Within 8 to 16 weeks	1



2.1.3	More than 16 weeks	0
<b>2.2</b>	The presentation of the supplier in Pakistan, preferably in Sindh.	
2.2.1	Offices present in four province including Sindh and Jammu Kashmir	2
2.2.2	Offices present in three province including Sindh	1
2.2.3	Offices not present in Pakistan	0

<b>2.3</b>	How is the supplier's ability to Execute? (How many successful implementation in Pakistan).	
2.3.1	More than 10 implementations	2
2.3.2	Within 5 to 10 implementations	1
2.3.3	Less than 5 implementations	0
<b>2.4</b>	How is the vendor's Service and Support?	
2.4.1	Resolution in 1 day	1
2.4.2	Resolution in a week	0
<b>3</b>	<b>System's Base Technology (10%)</b>	
<b>3.1</b>	How current is the technical design, infrastructure, and architecture fit of tool set?	
3.1.1	Latest release live implemented within 2 years or less	3
3.1.2	Latest release live implemented within 5 years or less	1
3.1.3	Latest release live implemented within 5 years or not reviewed at all.	0
<b>3.2</b>	How mature are the vendor's software applications in relation to the scope of the Leasing?	
3.2.1	Goes beyond the company's needs/all standard Company needs	3
3.2.2	All standard Leasing needs fulfilled	2
3.2.3	Fulfills 70% of the Leasing needs	1
3.2.4	Fulfills less than 70% of the Leasing needs	0
<b>4</b>	<b>Vendor's Future Prospects (7%)</b>	
<b>4.1</b>	What are the future product development directions? How much does the vendor spend in Research & Development?	
4.1.1	Strategy exist for the proper allocation of budget in Research and Development and budget	2
4.1.2	Although strategy not exist but money spend on need basis	1
4.1.3	Strategy not exist	0
<b>4.2</b>	Does the vendor perceive its core competency as software development / implementation?	
4.2.1	Core Business is Lease software development / implementation	1
4.2.2	Software development / implementation is not the core Lease	0

<b>4.3</b>	Is the vendor a market leader and is their vision statement aligned with client's goals?	
4.3.1	More than 30% of market share	2
4.3.2	Less than 30% but more than 10% of market share	1
4.3.3	Less than 10% of market share	0
<b>5</b>	<b>Intangibles (7%)</b>	
<b>5.1</b>	Does the vendor have a 24 hours effective product support helpdesk/hotline?	
5.1.1	24/7 effective Helpdesk/hotline support exists	1
5.1.2	Helpdesk/hotline does not exist	0
<b>5.2</b>	How much time the vendor takes for the resolution of queries?	
5.2.1	Critical Level Issues: Within twelve (12) hours	3
5.2.2	Critical Level Issues: More than twelve (12) hours	0
<b>5.3</b>	Does the vendor disclose information about new product offering, maintenance releases, and new module functionality promptly?	
5.3.1	Mechanism available for communication of new product offerings, maintenance releases, and new module functionality promptly	1
5.3.2	Mechanism not available for communication of new product offerings, maintenance releases, and new module functionality promptly	0
<b>5.4</b>	What kinds of training resources are made available to clients and partners?	
5.4.1	Separate training staff/division exist in the company	1
5.4.2	Separate training staff/division does not exist	0
<b>5.5</b>	What type of training materials does the vendor provide for client?	
5.5.1	Manuals and User Guide available	1
5.5.2	Manuals and User guide not available	0
<b>6</b>	<b>Cost (50%)</b>	
6.1	What is the total cost of the complete Software System	
6.1.1	Greater than or Equal to 3 Million	0
6.1.2	More than 1.5 Million but less than 3 million	5
6.1.3	More than 1 Million but less than 1.5 million	10
6.1.4	More than 0.5 Million but less than 1 million	15

6.1.5	Less than 0.5 Million	20
<b>7</b>	<b>*Other Committee Judgmental Factor (1%)</b>	1

### **2.6.6 Discussions Prior to Evaluation**

If required, prior to evaluation of the Technical Proposal and Financial Proposal, SLCL may, within 6-7 days of receipt of the Technical and Financial Proposals, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the Technical Proposal submitted by that Bidder.

### **2.6.7 Availability of Professional Staff / Experts**

Having selected the bidder on the basis of, among other things, an evaluation of proposed Professional staff, the SLCL expects to get the Contract executed by the Professional staff named in the Proposal. Before contract negotiations, the SLCL will require assurance that the Professional staff will be actually available. SLCL will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitutions unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the Proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and his name be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

Subject to ITB Section [2.7.2], SLCL will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **2.7.2 SLCL's Right to Accept Any Bid and to reject any or all Bids**

SLCL annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

### **2.7.3 Notification of Award**

Prior to the expiration of the period of bid validity, SLCL will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], SLCL will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

#### **2.7.4 Signing of Contract**

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SLCL particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favour of such person.

The Contract shall be signed by the parties at Central Office SLCL, Karachi, within 10 Days of award of contract.

#### **2.7.5 Performance Security**

Within 15 DAYS of receipt of the notification of award from SLCL, the successful Bidder shall furnish to SLCL the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SLCL, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SLCL may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SLCL and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.

#### **2.7.6 General Conditions of Contract**

For detailed General Condition of Contract refer to Section [5.1] of this TD.

#### **2.7.7 Special Conditions of Contract**

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

#### **2.7.8 Integrity Pact**

The successful bidder shall upon the award of the contract execute an Integrity Pact with SLCL. *[Specimen is attached in Annexure "D"]* [SPPRA Rule 89]

### **2.7.9 Non Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with SLCL. *[Specimen is attached in Annexure "E"]*

### 3 SCOPE OF WORK / SOFTWARE SPECIFICATIONS

Sindh Leasing Company Limited (SLCL) requires supply, installation, implementation & maintenance of Software Management System in its Head Office as per the following specifications.

#### Software Specification

<b>Software Management System</b>	
<b>Module</b>	<b>Description</b>
Lease Management System (LMS)	The module should extensively cover complete lease Management system including all legal documentation, generating invoices, calculation of mark-up, termination and maturity of lease and MIS reporting.
Certificate of Investment (COI)	COI Module should include COI issuance processes, Investors' portfolio, application processing, mark- up accrual and their payments, termination, roll over, Tax exemption, Zakat exemption and along with MIS reports and maintenance of inventory of physical certificates.
Payroll / HR	Maintenance of employee's records, salary, leave and attendance processing along with gratuity & provident fund including all necessary MIS reports.
Borrowing Module	The module should cover complete treasury and borrowing Management including calculation of mark-up and payment of instalment.
Fixed Assets (FA)	Recording and coding of new fixed assets, calculation of depreciation, disposal and calculation of gain or loss thereon including MIS reporting.
General Ledger (GL)	Complete Financial Accounting Module including posting of vouchers, monthly trial balance comparison, aging report, posting accrual vouchers from all subsidiary Modules and MIS reporting.

**Note:** All of the above modules should be integrated with the General Ledger System and act as subsidiary Module. Branch wise reporting and data feeding facility should also be available.

## 4 TECHNICAL PROPOSAL – SAMPLE FORMS

### SOFTWARE VENDOR PROFILE QUESTIONNAIRE

Following information is not conclusive and any other information may be a part of evaluation.

#### 4.1 General information

<b>S. No.</b>	<b>Information</b>
4.1.1.	Company name (Implementer/Manufacturer)
4.1.2.	Holding company (if any)
4.1.3.	Company head office address
4.1.4.	Company local address
4.1.5.	Phone
4.1.6.	Years in business
4.1.7.	Total number of employees in Pakistan
4.1.8.	Total number of technical support personnel in Pakistan
4.1.9.	Total number of marketing personnel in Pakistan
4.1.10.	Total number of local employees in Pakistan
4.1.11.	Total number of local technical support personnel in Pakistan
4.1.12.	Total number of local marketing personnel in Pakistan
4.1.13.	Maximum number of branches where Application is implemented at one single customer
4.1.14.	Largest customer in Pakistan
4.1.15.	What industry (ies) are targeted as the primary market for the application?
4.1.16.	What programming languages were used to develop the proposed application?
4.1.17.	On what type(s) of equipment have the proposed packages been implemented?
4.1.18.	Do you impose any limitations on the uses of the application programs? If so, what are they?
4.1.19.	Please include a copy of your recent financial statements or sales revenue and net profit figures for the last five years.



## 4.2 Implementation Support Information

In the following areas, how many hours is the vendor including in the proposal? Please attach a schedule and a brief description of available training courses for each proposed application.

S. No.	Information
4.5.1.	Any process exists for escrow agreement for source?
4.5.2.	Will more than 5 dedicatedly staff be available for us for custom development? (if required)
4.5.3.	Will the vendor support customer developed modifications?
4.5.4.	Will the vendor support customer developed modifications?
	<b>On-going Support</b>
4.5.5.	Will more than 5 employees be dedicated full-time to system support?
4.5.6.	Will more than 5 employees be dedicated full-time to support the applications in the proposal?
4.5.7.	What type of ongoing support does the vendor provide?
4.5.8.	Where is the support service located?
4.5.9.	What are the normal hours and days this support is available?
4.5.10.	Are there provisions for “after hours” support?
4.5.11.	Are future system releases included as part of the ongoing maintenance agreement?
4.5.12.	Are documentation and training updates usually included?
4.5.13.	How often are new versions released?
4.5.14.	Typically, how long after a new release are previous versions maintained?
	<b>Training</b>
4.5.15.	Training division
4.5.16.	Functional training
4.5.17.	Technical training
4.5.18.	Installation of application software
4.5.19.	Data conversion
4.5.20.	Procedure development
	<b>Documentation</b>
4.5.21.	Is documentation on the systems design available to the customer Is the documentation maintained within the system?
4.5.22.	Can the customer duplicate the manuals for internal purposes without a fee?
4.5.23.	Who will own the reference manuals?

### 4.3 References

Include at least four (4) customers using the same Application System and SLCL reserves the rights to contact the referees mentioned by Bidders.

<b>Reference One (1)</b>	<b>Response</b>
Company name	
Contact name and title	
Company address/phone	
Industry	
Applications installed	
Dates and releases installed	
Modifications made	
Comments	
<b>Reference Two (2)</b>	
Company name	
Contact name and title	
Company address/phone	
Industry	
Applications installed	
Dates and releases installed	
Modifications made	
Comments	
<b>Reference Three (3)</b>	
Company name	
Contact name and title	
Company address/phone	
Industry	
Applications installed	
Dates and releases installed	
Modifications made	
Comments	
<b>Reference Four (4)</b>	
Company name	
Contact name and title	
Company address/phone	
Industry	
Applications installed	
Dates and releases installed	
Modifications made	
Comments	

## 5 FINANCIAL PROPOSAL – SAMPLE FORMS

### 5.1 Software Application Modules Specified in Annexure F

List all costs associated with the assignment including hidden cost, cost of additional software required such as any third party software, database etc., remuneration for staff, reimbursable expenses etc.

#### PRICE SCHEDULE

##### SECTION A

1	2	3	4	5	6
Item	Specification	Country of origin	Quantity	Breakup of Taxes and Duties	Total Per Item

### 5.2 Associated Hardware (recommended)

#### PRICE SCHEDULE

##### SECTION B

1	2	3	4	5	6
Item	Specification	Country of origin	Quantity	Breakup of Taxes and Duties	Total Per Item

##### Note :

1. **The cost must include all taxes, installation, labor, Stamp duty (as applicable under Stamp Act 1989) including delivery charges up to Sindh Leasing Company Limited.**
2. No advance payment for supply of requisites will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the Management.
3. **Calculation of bid security.** The mechanism for calculation of bid security will be as follows:
  - a. 5% of the total amount of section "A" to be submitted as Bid Security/Earnest Money in form of Pay Order/Bank Guarantee in favor of Sindh Leasing Company Limited attached with Financial Proposal.
4. In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific system will be fined to the vendor with appropriate action as deem necessary by the procurement committee.
5. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
6. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.

*Signature & Stamp of Bidder* \_\_\_\_\_