POWER INFORMATION TECHNOLOGY COMPANY (PITC)



REQUEST FOR PROPOSAL No: <u>PITC-G/224(38)/12-2019</u>

Development and Support of UDIL (Universal Data Integration Layer)

for

Smart Grid Integration Lab

December, 27th 2019

Note: Bidders are requested to examine RFP document carefully, including instructions, forms, terms, specifications etc. Failure to furnish all information required in RFP or submission of proposal not substantially responsive in every respect would result in the rejection.

Director General (ISDS) 402, WAPDA House, Lahore Pakistan Tel: 042-99202162, 042-99202211 Ext.2064, Fax # 042-99202799

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SECTION 1: INVITATION FOR PRPOSAL

1.1 Invitation to RFP

PITC is seeking proposals from the prospective qualified bidders, having experience in similar software design, development, deployment and implementation, in PHP, JAVA, .Net, Python or other appropriate front/backend technologies for Testing Suite of Universal Data Integration Layer (UDIL) in AMI Implementation.

1.2 PPRA Rules

This tender for procurement will be processed strictly under public procurement rules, 2004 that may be obtained from <u>http://www.ppra.org.pk/doc/rules_u.pdf</u>. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under PPRA procurement rules, 2004.

1.3 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in the newspapers having wide circulation and online at PPRA's <u>http://www.ppra.org.pk</u> and PITC's official websites <u>http://www.pitc.com.pk</u>.

1.4 Type of Open Competitive Bidding

As per rule 36(b), Single Stage - Two Envelop Bidding procedure shall be followed.

1.5 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. can be downloaded from the PITC official website http://www.pitc.com.pk.

1.6 Bidding Process Schedule

Brief schedule of bidding process is as under:

Sr.	Summary	Description			
1.	Recipient	DG (ISDS), 402 WAPDA House, Lahore			
2.	Venue	Conference Room O/o Chief Executive Officer (CEO) PITC, Building No.03 Aiwan-e-Iqbal, Lahore			
3.	Pre-Bid conference	08 th January, 2020 @ 11h00			
4.	Closing Date & Time of Bids (Technical & Financial)	24 th January, 2020 @ 11h00			
5.	Public Opening Date & Time of Technical Bids	Technical shall be opened on 24 th January, 2020 @ 11h30.			
6.	Public Opening Date & Time of Financial Bids	Date of opening of Financial bids shall be communicated to technically qualified bidders.			
7.	Bid Money	2% of the total value of quoted cost			
8.	Cost of Tender Document	Rs. 5,000/-			

SECTION 2: INTRODUCTION

2.1 Statement of Purpose

The Grid Level AMI Project aims to provide real-time load monitoring to the Distribution Companies (DISCOs). The objective of the program was to mitigate the instances of unscheduled load shedding by improving visibility into the load consumption and distribution trends in the energy sector. The implemented solution is helping NPCC to retrieve live data for better management and allocation of load quota to each utility.

The Grid Level AMI project was completed where smart meters were installed on feeders at the grid stations across all the DISCOs for recording load profiles and real-time monitoring of power dispatch. The project had mainly three components; provision of smart meters, installation of headend applications, and development of a web-based portal for monitoring of installed smart meters. Current solution was confined to a single vendor specific solution that ended up in vendor lock situation. This has prevented DISCOs from further expanding the AMI solution both at consumer and grid levels.

To avoid 'vendor lock' situation, Universal Data Integration Layer (UDIL) specifications were developed and published on PITC official website <u>www.pitc.com.pk.</u> The meter manufactures have updated their MDC's (meter data collection systems) according to UDIL published specifications. UDIL architecture is presented below:

Power Information Technology Company (PITC) is seeking proposals from the qualified bidders that have experience in similar software design, development, deployment and implementation, using PHP, JAVA, .Net, Python or other appropriate front/backend technologies for Integration of Universal Data Integration Layer (UDIL) in AMI Implementation.

2.2 About PITC

In 1958, Water and Power Development Authority (WAPDA) was formed to implement the Indus Basin Treaty. WAPDA Computer Center (WCC) was established in 1968 and was entrusted to automate electricity consumer's billing. The millstone set was met through in-house development. For data processing, WCC established 27 regional and circle level data processing centers in all area electricity boards. Since its establishment, WCC supported implementation of IT solutions. While restructuring the Pakistan Power Sector, PEPCO was created as a management company, owned by Government of Pakistan, vested with responsibility to steer, manage and oversee the corporatization/ commercialization of WAPDA power wing. The revamping of power sector resulted in formation of nine distribution companies (DISCOs), one transmission company (NTDC) and four generation companies (GENCOs). The 27 regional and circle level data processing centers were administratively attached with respective DISCOs. Remaining IT related functions remained under centralized arrangements of DG (Information Systems) under management of PEPCO/WAPDA until 2007. In 2007, the WCC (HQ) was exclusively transferred to PEPCO.

To achieve the objective of creating autonomous commercial entities through the adoption of prudent business practices enhanced efficiency levels, cost reduction and profit orientation, the need to use new technologies, plan and upgrade the existing ICT/IS of all the corporatized entities, PEPCO BOD in its meeting held on 25/04/2010 Chaired by Secretary Ministry of Water and Power approved the establishment of Power Information Technology Company. The BOD PEPCO Decision circulated vide ED (L&CA) letter# 441- 47/Secy/PEPCO/BOD/M-45/I-20 dated May 6, 2010. The company was incorporated with SECP on June 02/2010.

The PITC has four major units, operation/customer services, engineering solution development, research & development, and business development, HR and Finance as:

1. <u>Operation/Customer Directorate</u> services are responsible for the on-going activities of the company. The main activity is provide continued support to PEPCO Management and DISCO, assessment, Billing and Collection of revenue through timely billing of electricity consumer.

- 2. <u>Business Development and Marketing</u> play important role in the growth and development of Company. It contribute towards the overall management of Company, develop and execute a marketing strategy so that the company revenue grows, keeping in mind the strengths and weaknesses, opportunities and threats faced by the industry. The unit ensures that the products of company are effectively marketed to the national and international IT industry
- **3.** <u>Engineering Solution Development</u> unit will be responsible to enhance the company activities from traditional billing support to initiation of new activities such as Development of an integrated assets management model for power distribution companies, Implementation of ERP, installation of Automatic Metering Infrastructure, SMART GRID and SCADA system in DISCOS.
- 4. <u>Research and Development Unit</u> is mandated as backbone of the whole organization and thus is responsible for all the future as well as ongoing development projects. Keep the organization in line with the development in ICT.

2.2.1 PITC Objectives

The objectives of PITC are:

- To deal in the business of software support for power management (distribution, transmission and generation) international businesses, internet service providers, remote services and / or Information Technology enabled services including billing, Human Resource management, Financial management, engineering applications, software development and support services.
- To develop and maintain expertise in not just technology but also an understanding of electricity Generation, Transmission and Distribution processes so that the solutions delivered are effective and responsive to the business needs. Provide professional inputs on strategic decisions without bias.
- Provide a fair, competitive and challenging environment to all IT users so that PEPCO and all Distribution companies (DISCO's) to benefit from the best offerings available in the marketplace.
- To recommend ways and means to improve systems, with a view to simplify documentation and procedures, remove anomalies for the introduction of comprehensive computerization and developing databases.
- To carry-out and accomplish the job of inter-linking various organizations, departments and agencies through automation.

2.2.2 PITC Functions

The key functions of PITC are as under:

- To provide IT enabled services including customer care & billing, HR & Financial software management, technical vetting, Losses and receivable information (MIS reports).
- To provide internet/intranet, web mail and web hosting.
- To carry-out and accomplish the job of inter-linking various organizations, departments and agencies through automation.
- To provide support to DISCO's in planning, construction operation and maintenance of their computer installations.
- To provide IT HR support to all the entities of PEPCO (DISCO's/NTDC) as and when required.
- To provide and arrange for imparting training related to software, hardware, operational techniques, data centers management and network management.
- To develop capability and expertise in software development.

2.3 PITC Role in PDP (Power Distribution Program) Project and AMI Landscape

Power Information Technology Company (PITC) installed AMI system through a local firm, comprising manufacturing, supply and installation of more than 11,400 Nos. GSM/GPRS enabled HT Type, AMR Energy Meters to mitigate power crisis in Pakistan.. Meters were installed on all 11kV Incoming and Outgoing feeders of more than 800 Grid Stations all around Pakistan, including Small Power Producers (SPP)/Captive Power Producers (CPP), Small Hydel Power Stations (SHPS), B-4 & C-3 Consumer Grids. The meters installed at Incoming side of DISCO grids, SPP, CPP, SHPS, B-4 & C-3 consumer grids communicate load data on near real time basis and the meters installed on Outgoing side communicate load data after every 15 minutes interval. Simultaneously, on/off status of 11KV feeders with time is also being monitored/indicated. Moreover, Meter Data Collection (MDC) software collects metering data and makes it available to National Power Control Center (NPCC) and different utility (DISCOs) Power Dispatch Centers (PDCs).

Similarly, PITC has established smart grid integration testing (SGIT) lab for the testing of smart devices to be included in the implementation of AMI landscape across Pakistan. Moreover, all AMR meters acquisition, by DISCOs, is linked with the UDIL compliance of meter communication driver software in the shape of UDIL compliance certificate. Most of the meter manufacturers have updated their MDC's with the UDIL specifications and PITC is offering SGIT Lab at WAPDA house, Lahore to test UDIL compliance.

SECTION 3: PROJECT SCOPE OF WORK

3.1 Grid Level AMI Solution (Load Data Improvement Project)

The meters were installed on all 11kV Incoming and Outgoing feeders of more than 800 Grid Stations all around Pakistan, including Small Power Producers (SPP)/ Captive Power Producers (CPP), Small Hydel Power Stations (SHPS), B-4 & C-3 Consumer Grids. The meters installed at Incoming side of DISCO grids, SPP, CPP, SHPS, B-4 & C-3 consumer grids communicate load data on near real time basis and the meters installed on Outgoing side communicate load data after every 15 minutes interval. Simultaneously, on/off status of the 11KV feeders with time is also being monitored/indicated. Moreover, Meter Data Collection (MDC) software collects the metering data and makes it available to National Power Control Center (NPCC) and different utility (DISCOs) Power Dispatch Centers (PDCs).

3.2 Consumer Level AMI Solution (C-3 or RFP 135 for MEPCO & PESCO)

Manual meter reading is highly prone to misreporting and errors. Typically, meter readers visit each consumer once a month and write down data from electricity meters into notebooks; recordings are then manually transferred into other paper-based ledgers for the production of bills. Sometime meter readers simply copy data from corresponding months of the previous years or change recordings to favor some of the consumers. The resulting bills are very inaccurate, and many consumers either complain or refuse to pay the bills altogether, causing huge losses in revenues for DISCOs.

To improve the accuracy of electricity bills, Consumer Level AMI solution streamlined meter-reading processes at MEPCO and PESCO. Using the Automatic metering technology. Over 40,000 meters were installed at both DISCO's that send information from the consumer's premises to the billing system automatically, eliminating the need for any manual processing. AMRs were installed for high-consumption consumers at MEPCO and PESCO. The use of this solution alone has significantly reduced losses and improved consumer satisfaction and payment of bills, leading to increases in DISCO revenue.

3.3 Types of Solution Needed

Following solution is required:

3.3.1 Introduction of UDIL

To avoid 'vendor lock' situation, Universal Data Integration Layer (UDIL) specifications are developed and published on PITC official website <u>www.pitc.com.pk</u>. The meter manufactures have will have to update their MDC's (meter data collection systems) according to UDIL published specifications. UDIL architecture is presented below:



3.3.2 UDIL Testing Suit

Testing suite that can test MDCs of multiple vendor on multiple criteria required by UDIL for multiple AMI Projects according to requirement of DISCOs

Briefly required features in UDIL testing suite are

- 1. Software that can make multiple UDIL Checklist profiles
- 2. Software that can perform tests based on UDIL Checklist for multiple tests and vendors
- 3. Software that can generate multiple test reports and certificates
- 4. Software to support smart grid integration lab operations testing

UDIL testing suit must be capable to test the connectivity between meter communication driver software and MDM (metering data management) software and testing of vendors meters for UDIL compliance. The Universal Data Integration compliance testing for multiple protocols (SOAP, REST, CIM) as mentioned in standard document should have following features:

- Facilitation in trouble shooting problems while testing multiple MDCs.
- Application must keep logs of tests performed
- Reporting interface for all failed and passed tests
- User-Friendly interface for performing multiple tests
- Certificate printing facility enlisting all passed/failed test
- Facility to add multiple vendors
- Testing software source code must be shared
- Testing software completed source code and database schema must be shared
- Testing software must be able to perform following tests with data structures proposed in UDIL

- Read Requests Tabular
 - Instantaneous Data
 - Billing Data
 - Monthly Billing Data
 - Load Profile Data
 - Events
 - Meter Visuals
 - Device Communication History
- Read Requests Authorization Protocol
- Authorization Service
- Read Requests API Based
- Write Requests Commands
 - Aux Relay Operations
 - Time Synchronization
 - Sanctioned Load Control
 - Load Shedding Scheduling
 - Update Time of use
 - Device Creation
 - Update IP Port
 - Meter Data Sampling
 - Activate Meter Optical Port
 - Update Wake up Sim Number
 - Update Meter Status
 - Update Device Meta Data
- On Demand Requests API Based
- On Demand Data Read
- On Demand Parameter Read
- Testing software maintenance support must be provided to handle tests to be added in future.

3.4 Intellectual Property

All source code developed in this project will become the property of PITC and vendor will have no right to use same code anywhere in any shape. The vendor shall be responsible to train the PITC developers on the source for future in house modifications and code management.

PITC, shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the contract, including but not limited to all templates, reports, designs, records, application configurations, data and written material, products, specifications and drawings, source code and object code and other documents that have been

newly created and developed by contractor solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

The contractor should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals at its sole cost that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the contractor undertakes to assigns those Intellectual Property Rights to Purchaser on creation.

The contractor shall undertake to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / service provided by the contractor, the same shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the contractor solely for the purpose of execution of any of its obligations under the terms of the contract. However, subsequent to the terms of the contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

The contractor shall ensure that while he uses any software, hardware, processes, document or material in the course of performing the Services, he does not infringe the Intellectual Property Rights of any person and the Contractor shall keep the Purchaser indemnified against all costs, expenses and liabilities however, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the contractor or its personnel or personnel <u>of any of its JV/consortium members</u> during the course of performance of the Related Services. In case of any infringement by the Contractor, the contractor shall have sole control of the defense and all related settlement negotiations.

Subject to above sub-clauses on intellectual property, contractor shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Contractor that existed before the effective date of the contract.

3.5 Governance Plan

Contractor shall provide a Governance and Security Plan, which define rules, procedures, security and roles necessary for the successful UDIL testing. PITC would like recommendations for future governance planning. PITC development team will work with vendor's development team during the whole scope of work (section-3) to ensure smooth transfer of technology (<u>complete source code, technical design, implementation architecture and training for future modifications</u>).

3.6 Project Timeline

The expected project time for Universal Data Integration Layer Testing Suite is 3 months including software engineering diagrams and source code. The vendor will submit detailed project plan for all deliverables in given 3 months timeline.

3.7 General Bidding Requirements

When responding to this RFP, please follow all instructions carefully and submit proposal contents according to outline specified. Failure to follow instructions contained in this RFP will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

Email: dgisds@pitc.com.pk.

SECTION 4: GENERAL AND SPECIAL CONDITIONS

This RFP is not a contract offer. Receipt of a proposal neither commits PITC to award a contract to any Bidder, nor limits our rights to negotiate in our best interest. PITC reserves the right to contract with a Bidder for reasons other than price. Failure to address any section or answer any question(s) in this RFP may subject the proposal to disqualification. PITC also reserves the right to request additional information that is necessary and pertinent to the project or to assure that bidder's adequate competence to perform according to the bid specifications are met.

The products/services which are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the Bidder shall be included in the proposal response.

4.1 Source of Funds

The source is PITC Fund.

4.2 Tender Document Fee

The bidding documents can be downloaded from www.pitc.com.pk; however, cost of tender document is PKR 5,000/- (nonrefundable) that may be deposited in cash by bidders at the O/o Finance Director PITC, 401 WAPDA House, Lahore. The bidders will present the original receipt of tender document fee, deposited, along with sealed technical and financial bids.

4.3 Eligibility of Bidders/Bids/Services

The eligibility of bidders or services will be evaluated in line with following clauses:

4.3.1 Bidders:

This Invitation for RFP is open to all qualified bidders having experience in similar software design, development, deployment and implementation, using PHP, JAVA, .Net, Python or other appropriate front/backend technologies for Universal Data Integration Layer (UDIL) implementation testing suite at PITC, WAPDA House, Lahore who:

- i) have registered/incorporated company/firm in Pakistan with relevant business experience of at least two (2) years as on <u>24th January, 2020;</u>
- ii) is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments can participate);
- iii) has valid registration of General Sales Tax (GST) & National Tax Number (NTN);
- iv) bidder must have at least 8-10 functional, technical expertise and qualified experts to handle the task efficiently. As part of the bid a list of functional and technical staff along with their qualification must be supplied by the bidder.
- v) bidder should explain if any fault logging procedure/mechanism is already in place. The firm must be able to define a guaranteed response time after a complaint is lodged.
- vi) has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper, as per 'Annexure-A' is mandatory),
- vii) has office(s) in Lahore

Note: verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification

4.3.2 Bids:

Any bid not received as per the terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:

- received without earnest money
- received after the date and time fixed for its receipt
- bid is unsigned
- offer is ambiguous
- offer is conditional i.e. advance payment, or currency fluctuations etc.
- offer is received by a telegram
- offer is received with shorter price validity and longer delivery period than asked in this document

4.3.3 Services:

All services to be supplied under the contract shall conform to the policies of Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, the term "Services" includes related ancillary services such as transportation, insurance, installation, after sale service/support and trainings etc.

4.4 Corruption and Fraud

- i) The Government of Pakistan defines Corrupt and Fraudulent Practices as "corrupt and fraudulent practices" which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty".
- ii) Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

4.5 Cost of Bidding

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

4.6 Joint Venture /Consortium

Joint venture / consortium is eligible for this tender.

4.7 General Instruction to Bidders

- A firm fixed price type of contract is anticipated to be awarded.
- Bidders shall provide proposals directly in their own name to PITC.
- Proposals shall concisely address the 'Scope of Work' as they are presented. Proposals not meeting the Scope of Work specifications may be rejected.
- Bidders shall submit proposals in response to this solicitation in English with all prices stated in Pak Rupees (PKR).
- Bidders may submit modifications to their proposals at any time before the solicitation closing date and time. The contract will be awarded to a Pakistani firm, all payments will be made in Pak Rupees (PKR).
- Bidders shall attend a pre-bid conference to be held on <u>08th January, 2020 @ 11h00</u> in conference room of Aiwan-e-Iqbal, PITC Lahore. Bidders shall be represented by not more than three people, including at a min bidder's legal representative and proposed on-site Project Supervisor/Manager. To attend, bidders notify PITC by 07th January, 2020 @ <u>14h00</u> at email address <u>dgisds@pitc.com.pk.</u>
- The team structure assigned to the project by Bidder must be approved by PITC. The PM, technical and other core team members must be on-site for project implementation period.
- If any team member assigned to the project leaves before the project finishes, bidder will provide proof of his termination to PITC and his equivalent skill set replacement will be provided with written

approval to PITC within one week from the date of original resource's departure. In case of any delay in achieving any milestone or deliverable due to change in bidder's team structure, liquidated damages will be imposed as per liquidated damages clauses.

4.8 Special Instruction to Bidders

4.8.1 Clarification(s) on Bidding Document

The potential bidders requiring clarification(s) on bidding document may notify PITC at the address indicated in the Invitation for Bids or by email <u>dgisds@pitc.com.pk</u>. The PITC shall respond in writing through email to any request for clarification(s) not later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. The responses of PITC (including an explanation of the query but without identifying the source of inquiry) shall be uploaded on the company's website: <u>www.pitc.com.pk</u>.

4.8.2 Amendment(s) on Bidding Document

- At any time prior to deadline for submission of bids, PITC, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify bidding document by amendment(s). The amendments incorporated will be published/notified on company's website: <u>www.pitc.com.pk</u> and same shall be binding to all bidders.
- ii) In order to allow the prospective bidders reasonable time to take into account the amendment(s) in preparing their bids, PITC, at its discretion, may extend deadline for the submission of bids.

4.9 Bidding Procedure

4.9.1 Governing Rules

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (b) 'Single stage - Two Envelop procedure'. Bidders are advised to refer to the section-A.

4.9.2 Bidding Procedure

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: Two Envelope Procedure

- i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;
- ii) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion;
- iii) TECHNICAL bids will be opened at the O/o Chief Executive Officer, 406 WAPDA House, Lahore in the presence of the bidders or their authorized representatives, who may choose to be present.
- iv) The PITC shall first establish the "Bidder's Eligibility" and then evaluate technical conforming compliance of the offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
- V) During the evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted,
- vi) TECHINCAL evaluation results will be communicated to technically qualified and disqualified bidders along with date and time of opening of financial bids to the qualified bidders. The financial bids of disqualified bidders shall be returned sealed and unopened.
- vii) FINANCIAL bids of technically qualified bidders will be opened at the O/o Chief Executive Officer, 406 WAPDA House, Lahore in the presence of the bidders or their authorized representatives, who may choose to be present; and
- viii) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

4.10 Preparation of Bids

To facilitate the analysis of the responses to this RFP, Bidders are required to prepare their responses in accordance with the instructions outlined in this section and elsewhere in this RFP.

4.10.1 Sealing and Marking

- i) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion. Similarly, Bidder shall seal the bid/ bids in separate envelopes.
- ii) The envelopes shall then be sealed in an outer envelope.
- iii) The inner and outer envelopes shall: (a) be addressed to PITC at the address, and (b) Bid Reference No. given, and a statement: 'DO NOT OPEN BEFORE' the time and the date specified, in the Invitation for Bids for opening of Bids.
- iv) The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received 'late'.
- v) If the outer as well as inner envelope is not sealed and marked as required, PITC, shall assume no responsibility for the bid's misplacement or premature opening.
- vi) The bids must be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

Director General (ISDS), PITC

402, WAPDA House, Lahore

Tel: 042-99202162, 042-99202211

vii)Bids submitted through telegraph, telex, fax or email shall not be entertained.

4.10.2 Submission Deadline

- i) Bids must be submitted by the bidder and received by the PITC on/or before 24th January, 2020 @ 11h00. Bids received later than the time and date specified will stand summarily rejected.
- ii) PITC may, in its discretion, may extend prescribed deadline for submission of bids by amending bidding documents in which case all rights & obligations of PITC and bidders previously subject to deadline shall thereafter be subject to deadline as extended.

4.10.3 Submission Deadline

Any bid received by PITC after the deadline for submission of bids prescribed by PITC pursuant to subsection 4.10.2 shall be rejected and returned unopened to the bidder.

4.10.4 Withdrawal of Bids

- i) Bidder may withdraw its bid after bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.
- ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder.

4.10.5 Documents Comprising of Bids

- i) Bid security of an amount not less than 2% of the total value of tender issued by a scheduled bank of Pakistan only (or as applicable if specified in the special condition above). The bid money is to be attached with financial bid.
- ii) Certificate that the services offered are in accordance with the tender specifications amended todate.
- iii) List of any deviations or reservations from the bid specifications.
- iv) Technical data as required in the specification and literature in English giving out salient feature of the quoted items/services.
- v) Deposit receipt of tender fee in original.
- vi) Proposal shall be labeled "Development and Support of UDIL (Universal Data Integration Layer) for Smart Grid Integration Lab".

- vii) All responses are to be submitted on standard 8.5" X 11" paper in 12 pt. minimum type.
- viii) Ownership of all data, materials and documentation originated and prepared for this RFP solicitation by any proposer/bidder shall belong exclusively to PITC

PITC agrees that all submissions shall be held as confidential, shall not be disclosed outside of PITC, and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Bidder as a result of-or in connection with-the submission of this data, PITC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit PITC's right to use information contained in a proposal if it is obtained from another source without restriction.

4.10.6 Bid Security

- i) The bidder shall furnish, as part of its bid, a bid security @ 2% of the total quoted bid value in PKR, in the shape of pay order/demand draft/call deposit in the name of Chief Executive Officer, PITC, 406 WAPDA House, Lahore. Unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.
- ii) The bid security (in the shape of pay order/demand draft/ call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.
- iii) The successful bidder's bid security shall be discharged upon signing of contract and furnishing of performance/bank guarantee upon confirmation of performance/bank guarantee by DG (ISDS) with the Bank of the successful bidder.
- iv) The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the contract or fails to provide a performance security (if any).

4.10.7 Late Bids

Bidder will be responsible for ensuring that his bid is submitted in accordance with the instructions stated herein. Any bid submitted after the deadline prescribed for submission of the bids will not be considered even if it becomes late as a result of circumstances beyond the bidder's control.

4.10.8 Rights Reserved by PITC

- i) PITC may, in its sole, unfettered discretion, reject any or all proposals without assigning any reason and without thereby incurring any liability to a prospective bidder or to any other person.
- ii) PITC may, in its sole, unfettered discretion, withdraw, annul, suspend or cancel the RFP or the bidding process without thereby incurring any liability to a prospective bidder or to any other person.
- iii) PITC under the terms of this RFP, may, in its sole, unfettered discretion, reject any or all proposals without thereby incurring any liability to a prospective bidder or to any other person if it determines that, whether due to any reason, the interests of PITC are compromised or adversely affected.
- iv) PITC reserves right to modify bidding documents at any time prior to the deadline for submission of bids, on the request of the prospective bidders for any clarification or at its own initiative, for any reason. This amendment shall constitute part of the biding documents. In order to afford the prospective bidders a reasonable time to take amendments into account in preparing its bid, PITC may at its discretion extend the deadline.
- v) If at any future point of time, it is found that the bidder had made a statement, which is factually incorrect, PITC reserves the right to debar the bidder from bidding prospectively for a period to be decided by PITC and take any other action as may be deemed necessary.
- vi) PITC reserves the right to accept or reject offers as per PPRA rules. The offer received incomplete or not in accordance with terms and conditions/ specifications as laid down in the RFP document will not be entertained. Bid offered is likely to be ignored if;
 - **a.** It is unsigned.
 - **b.** It is received after the time and date fixed for its receipt.
 - **c.** Offer is ambiguous or conditional.

- vii) Further, PITC shall have the right to cancel or amend tender process at any time without assigning any reason, prior to finalization of the bidding process. Without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by PITC at its sole discretion. However, any amendment would be communicated to prospective bidders well in time.
- viii) The decision of PITC in all matters will be final and binding on all bidders participating in this bid.

4.11 Bid Prices

- i) The bidder shall quote unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, prescribed in this bidding document, of services, he proposes to supply under contract on FOR basis at PITC, Lahore. If there is no mention of taxes, offered/quoted price shall be considered as inclusive of all prevailing taxes/duties. The bidder shall be responsible to raise invoice separately for all new taxes, if any, levied by Government until completion of the contract.
- ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to PITC.
- iii) While making a price quote, trend/inflation in the rate of services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- iv) Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initialed.
- v) The bidder should quote prices of services according to the technical specifications as provided in this bidding document. The solution offered deviating from technical specifications of services, shall straightway be rejected.

4.12 Bid Currency

Prices shall be quoted in Pak Rupees (PKR).

4.13 Supporting Documents

The bidder shall provide the leaflets/brochures/catalogs of quoted products/services where applicable with the bid.

4.14 Bid Validity

- i) Bids shall remain valid for 90 days after the date of opening of technical/financial bids prescribed by PITC. A bid having validity for a shorter period shall be rejected by PITC as non-responsive.
- ii) PITC shall be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii) Bidders who; (a) agree to PITC request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

4.15 Bids Opening and Evaluation

4.15.1 Open and Evaluation of Technical/Finance Bids

- i) 'Technical Bids' received, shall be opened by PITC publicly in the presence of bidders or their representatives who may choose to be present on 24th January, 2020 @ 11h30. No Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the bidders. The PITC shall open one Financial Bid at a time and read out aloud its contents which may include name of the bidder, items bided for and unit prices and total amount of the bid (if applicable). PITC may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).
- ii) All Bidders in attendance shall sign an attendance sheet.
- iii) Prior to the detailed evaluation, PITC shall determine substantial responsiveness of Technical bid to the bidding documents. For the purpose of this clause, substantially responsive bid is one, which

conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. PITC's determination of a bid's responsiveness will be based on contents of the bid itself.

- iv) Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.
- v) The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be evaluated.
- vi) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
 - If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - If bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
 - If there is a discrepancy between words and figures, the amount in words shall prevail.

4.15.2 Inspection

Inspection/Acceptance certificate shall be issued by Project Director or his authorized representative after the completion of each phase of project as per agreed upon project plan.

4.15.3 Bids Rejection

- i) PITC may reject any or all bids at any time prior to acceptance of a bid under Public Procurement Rules (PPR) 2004. PITC may upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- ii) Conditional or incomplete bid/bids shall be rejected.
- iii) Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.
- iv) PITC incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.
- v) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

4.15.4 Re-Bidding

- i) If PITC rejected all bids, it may call for a re-bidding.
- ii) PITC before invitation for re-bidding shall assess reasons for rejection & may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

4.15.5 Announcement of Evaluation Report

Announcement of Evaluation Report will be as per PPR 2004.

4.15.6 Contacting Procurement Agency

- i) No Bidder shall contact PITC on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of PITC, it should do so in writing.
- ii) Any effort by a bidder to influence PITC in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

4.15.7 Failure and Termination

- A. If bidder fails to deliver the services in accordance with the agreed upon timelines, PITC shall be entitled at its option either;
 - a. To recover from bidder liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof, subject to a maximum of ten percent (10%) of the Contract Price, except;
 - i) Where un-delivered service/deliverable hold up the use of other Services/deliverables,

liquidated damages shall be levied on the total value of the Contract.

- ii) The recovery of undisputed liquidated damages mentioned above can be affected from any paymentduetobidder from any unit of PITC/DISCOs/GENCOs/NTDC/WAPDA,
- b. To purchase services from elsewhere without notice to bidder at bidder's risk and cost, however the costs cannot exceed the unbilled Agreement price, the services not delivered, without cancelling the contract in respect of the consignment not yet due for delivery.
- c. To cancel the contract at bidder's risk and cost, as per terms of this agreement;

In the event of action being taken under (b) or (c) above, bidder shall be liable for any loss which the PITC may suffer up to the unbilled amount of Agreement price, but shall not be entitled to any gain on repurchase made against the supply order.

- d. If during the course of execution of contract, bidder is black-listed by any company or unit of DISCOs/GENCOs/NTDC/WAPDA/PITC, PITC may proceed with all or any of the actions detailed below:
 - i) to allow the contract to run its course till completion in accordance with the terms and conditions of Contract.
 - ii) to stop further services with or without financial repercussions;
 - iii) to cancel the contract with or without reservation or rights
- B. While determining liquidated damages:
 - a. the purchaser shall not consider inter alia any of the following circumstances, a cause under "FORCE MAJEURE" and shall not allow any relaxation in the liquidated damages on the account of:
 - i) Delay on the part of bidder in the arrangement of requirements under its scope.
 - ii) Defect or failure occurring to any module/deliverable installed at bidder's works during the currency of the contract.
- **C.** At any time during the term of this Agreement, a Party may immediately terminate this Agreement with 7 days' notice if the other Party:
 - a. Voluntarily files a petition under bankruptcy or insolvency law,
 - b. Has been the subject of an involuntarily filed petition under bankruptcy or insolvency law, unless such petition is dismissed within thirty (30) days;
 - i) Has an order entered against it either appointing a receiver or trustee for, or issuing a levy or attachment against a substantial portion of its assets and this order is not vacated, set aside or stayed within thirty (30) days from date of entry;

4.15.8 Forfeiture of Security/Guarantee (Performance Bond)

- A. The PITC will have the right to forfeit the security Bond/Guarantee (performance bond)
 - a. If the bidder:
 - i) fails to supply the goods/services within the time specified;
 - ii) Commits any breach of contract;
- **B.** For other reasons specified in the award letter by PITC for forfeiting the security deposit.
 - a. If the forfeiture of the security deposit does not compensate for losses suffered due to non-delivery or breach of contract for any other reasons, PITC will have right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of DISCOs/GENCOs/NTDC/PITC etc. or from any money due to the Contractor from any unit of WAPDA/PITC/DISCOs/GENCOs/NTDC etc.

4.16 Force Majeure

In the event of any condition or contingency, existing or future, which is beyond the reasonable control and without the fault or negligence of either party, which prevents or delays, or materially increases the cost of, the performance under this Agreement, each party shall be entitled to an appropriate and reasonable extension of time for performance after the mutual agreement on the force majeure condition. Events of Force Majeure shall include, but are not limited to, Acts of God, fire, floods, labor disputes, civil disobedience, strikes, and interference by military or civil authorities. If an event of the occurrence of Force Majeure, the party whose performance is affected shall take reasonable measures to mitigate and minimize the effect of such event and to continue with the performance of its obligations under this Agreement. Any party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause. In the event that a party successfully asserts Force Majeure the project timeline shall be extended to the extent of such delay as is caused by the Force Majeure event, and the parties shall not be held liable for such delay.

4.17 Disputes

4.17.1 Resolution of Disputes

In case of any dispute concerning the interpretation and/or application of this contract shall be settled through arbitration. The CEO, PITC or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the parties.

4.18 Additional Information for Bidders

a) PITC reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;
- Modify or add requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;
- Purchase most cost-effective proposal and not necessarily the lowest- priced proposal.

SECTION 5: SCHEDULE OF SUPPLIES AND PAYMENT

5.1 Schedule of Supplies

The schedule of supplies for UDIL Implementation and Testing for PITC is as under:

Schedule Description	Date/Time or Deadline
Pre-Bid Conference	08 th January, 2020 @ 11h00
Deadline for submitting questions by 2:00 p.m.	07 th January, 2020 @ 14h00
Responses to submitted questions due by 3:00 pm	15 th January, 2020
Deadline for receipt of RFP proposals	24 th January, 2020 @ 11h00
Public opening of technical bids	24 th January, 2020 @ 11h30
If applicable, scheduled presentations	To be notified
Public opening of financial bids	To be notified
Selection of potentially acceptable bidders	To be notified
Notification of RFP award and Approval and	To be notified
announcement of bidder selection(s)	

5.2 Terms of Payment

A tentative Payment Plan is as follow:

i) Implementation Cost will be made after the acceptance of deliverables as per following Schedule:

Project Phase	Deliverable / Phase Output	Payment Terms
A.	UDIL Development, and Testing	80%
	• Working model of UDIL and Testing suite solution	
	• Source Code delivery of Complete Solution with	
	operational manuals	
	• User Manual & Training with material (Soft Copy)	
	• Role Based End User Training with material (Soft Copy)	
	• Technical documentation including Use cases, Activity,	
	Sequence, State Machine, Component, Interaction Diagrams	
	for UDIL Implementation and Testing Suite	
.B.	One year support and maintenance after deployment of all	20%
	components for existing Grid Level AMI solution and	
	UDIL/DISCOs AMI solution to be paid quarterly.	

5.3 Charges and Payments

- i) The amount payable for the supply of the Services will be as detailed above. General Sales Tax, if applicable on this supply of services, will be payable by the PITC, at the rate applicable at the time of invoice.
- ii) The successful bidder shall invoice PITC for Services supplied in accordance with the Payment terms as above and on completion of each phase (for which a phase completion certificate will be issued by PITC). Payment will become due 30 days following receipt of the invoice.
- iii) Subject to any agreed variations or change requests, price specified in the Contract is the total charge to the PITC.
- iv) If any tax exemptions, reductions, allowances or privileges may be available to the contractor or PITC in Pakistan, PITC shall use its best efforts to enable the supplier and itself to benefit from any such tax savings to the maximum allowable extent.

- v) In case federal or provincial government or any other competent authority levies any new/additional taxes, charges, surcharges, fees, duties, etc. or withdraws any exemptions that directly or indirectly affect the quoted/contracted price, the same shall be added to the overall quoted price accordingly to be paid by PITC to the successful bidder.
- vi) After completion/acceptance of phases, successful bidder will invoice which will be due for payment within 30 days of the date of filing the payment application on production of following documents:
 - Bill in triplicate for the claim due, pre-audited by CEO, PITC or authorized representative.
 - Phase completion/acceptance certificate issued by CEO, PITC or authorized representative.
 - Confirmation of CEO, PITC or authorized representative about acceptance of Performance Bond in case of the first claim and acceptance of renewal of Performance Bond if it is expired at any stage till the completion of project.
 - The successful bidder in its invoices shall also give an undertaking that in case of omission of any deductible amount, PITC's claim at any later stage (through pre-audit or post audit) shall be acceptable to you.
 - While raising invoice for the service delivered, successful bidder shall vividly mention account number as well as the name of the bank and branch enabling Office of Finance Director to release payment thereof accordingly.
 - Nonpayment certificate

SECTION 6: PROPOSAL FORMAT

6.1 General

The proposal shall be used to determine Bidder's capability of rendering the services to be provided. Failure to fully comply with instructions in this RFP may eliminate Bidder's proposal from further evaluation as determined at the sole discretion of PITC. PITC reserves right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Bidder, or none at all.

PITC reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of PITC. The proposal is to include contact information, including principle contacts and officers, main and local business addresses, tax identification number, telephone and fax numbers and email addresses. The Bidder must sign proposals. An unsigned proposal may be rejected.

6.2 Proposal Format

All proposals should be typewritten on "8 $\frac{1}{2}$ x 11" paper – 12 pt. minimum type; have consecutively numbered pages; including any exhibits, charts, or other attachments. The Proposals shall be organized into the following major sections:

6.2.1 Format

The cover letter shall contain the following information:

- \Box Title of this RFP
- □ Name and Mailing Address of Company (include physical location)
- □ Name of Contact Person, telephone phone number, fax number and email address
- □ A statement that the submitting contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*)
- □ Summarize Bidder's history and other completed projects related to software development.

6.2.2 Executive Summary

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Bidder's ability to resolve inherent project problems. This section should also include a brief narrative highlighting your company's background, experience, and qualifications for performing the requested services. Narrative should clearly demonstrate bidder's ability to provide services required in this RFP.

6.2.3 Company Background and History

- □ Describe experience of firm in general providing consulting/professional services.
- Describe relevant services (related software development) carried out in the last two (2) years which illustrate company's experience as it relates to this RFP.

6.2.4 Evidence of Responsibility

Bidders shall submit, with their Bids, all necessary evidence showing their financial resources; experience in the type of work being required by PITC; organization available for performance of work, and any other required evidence of qualifications to perform. PITC shall consider such evidence before making its award decision.

Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Bid.

6.2.5 Project Approach/Management

Please include the following information in the section:

- □ Provide a brief description of how the bidder proposes to successfully manage this project and meet the goals and objectives of this RFP. Describe your Initial Work Plan and schedule, including a detailed timeline and milestones.
- □ Include a brief summary of how the project team will be structured, a description of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including location within the company's organizational framework and length of service.

6.2.6 Project Understanding

Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of services requested in this RFP, your general strategies and any major challenges to achieving PITC's stated goals.

6.2.7 Project Plan

- □ Develop a project plan with dates and milestones to be used throughout the project.
- □ Provide a detailed discussion of your company's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within desired timeline.
- \Box Identify team members who would be assigned to each task.

6.2.8 Cost Proposal

- □ PITC is seeking a fixed price proposal to deliver the services described in this RFP. Clearly define all costs associated with the services defined in your proposal. Provide a total cost proposal for all products and services, detailed pricing for proposed solution; include separate costs for software components, support costs and professional services, if applicable.
- □ The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Bidder must acknowledge that all costs, including travel required to meet RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of bidder's proposed solution. A proposal for price of purchase should be submitted with a purchase contract, if required.
- □ Bidder shall describe methodology for resolving billing issues. The bidder will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by PITC, bidder will provide adjustment of charges within two billing cycles of notification.

6.2.9 References

Include list of similar scope and size customers. This reference list shall include the following information:

- □ Organization Name
- □ Customer Contact name, title and contact information Address
- □ Date of work performed
- □ Brief description of work performed

SECTION 7: EVALUATION CRITERIA AND SELECTION PROCEDURE

7.1 Evaluation Committee

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Bidder whose proposal is most advantageous to PITC, considering price and technical factors set forth herein. PITC evaluation committee will make the final determination about acceptability of proposals.

7.2 Evaluation Process

- □ The committee will review submitted proposals to determine if bidder's proposal adheres to the format and instructions of the RFP, conform to the goals, objectives and requirements of the RFP.
- □ As part of this evaluation, the Committee may hold discussions with all qualified bidders. Discussions may be conducted via teleconference or may take the form of questions to be answered by the bidders and conducted by e-mail, at the discretion of PITC. During the evaluation process, evaluation committee may request technical assistance from any source.
- □ Following the completion of the evaluation of all bidders' proposals, including any discussions, the committee will rank each qualified bidder's proposal based on technical evaluation criteria.
- □ The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible bidders in any manner deemed necessary to serve the best interests of PITC.
- □ Bidders may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Bidder to clarify its proposal submission and substantiate proposal representation. Oral presentation is a part of the technical evaluation. If it is determined to be in the best interest of PITC, PITC may invite bidders to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- □ The evaluation committee will recommend bidders whose overall proposal provides the most advantageous offer to PITC considering both price and technical factors set forth in this RFP.

7.3 Evaluation Criteria

7.3.1 Bidder's Evaluation

Bidder as a part of his bid shall provide the following depending upon applicability:

- i) Company profile
- ii) NTN Certificate
- iii) GST Certificate
- iv) On Active Tax Payers List of FBR
- v) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
- vi) Minimum two (02) years' experience in software development along with list of clients to whom the bidder has done or been doing business in last 2 years along with their Names, Addresses and Phone Numbers.
- vii) A list showing the location of head office along with those of branch offices.
- viii) A list of technical expertise and qualified maintenance engineers/staff.
- ix) Bid Validity period of 90 days.

x) Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry (Annexure-A).

7.3.2 Bid's Technical Evaluation

The Evaluation committee will evaluate the RFP proposals using the criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities. Total maximum score is 100 points.

Sr.	Description	Points
Mar	idatory Factors	
A	Registration/Incorporation/Business Certificate and two years	Mandatory
	of relevant business years in Pakistan	
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Active with FBR)	Mandatory
	Affidavit to the effect that bidder is not blacklisted and	Mandatory
	rendered ineligible for corrupt and fraudulent practices by any	
	Government (Federal, Provincial or Local) or a public-sector	
	organization/Division/ Ministry (Annexure-A)	
	Compliance to technical specifications of tendered services	Mandatory
	Compliance to schedule of supplies	Mandatory
	Warranty certificate	Mandatory
Bido	ler	
B	Type of Company	
	Public Limited = 10 marks	10
	Pvt. Limited = 5 marks	
	Partnership = 3 marks	
	Proprietary = 2 marks	
	Age of company (2.5 mark per year)	5
Imp	lementation Plan & Methodology	
С	Comprehensive implementation methodology, plan and	
	approach to the scope of work as in RFP designed to minimize	15
	disruption of business activities and to ensure business	15
	Continuity	
Qua	dification and Implementation Experience	
D	Past experience and performance on comparable projects,	20
	references, experience and capabilities of Bidder;	
	Similar software development = 10 points each project	
	* Max 20 points	

-						
E	Proposer's project personnel: level of technical qualifications	40				
	and experience					
	• Submit list and CVs of 6-8 people who will work at					
	PITC dedicatedly till the completion of project					
	 Provide certificate of availability and CVs in prescribed format 					
	• Relevant certifications will be treated as an added advantage					
	<i>Project Manager with appropriate relevant experience = 9 Points</i>					
	<i>Team Member with relevant experience = 2 points</i>					
F	Proposer's experience in training end users	10				
	Each Project = 2.5 Points					
	Total:	100				

7.3.3 Bid's Financial Evaluation

The bid technically responsive (securing 70%> score) and financially cost effective not necessarily lowest will be declared successful.

ANNEXURE-A: AFFIDAVITE OF LEGITIMATE BIDDER

Undertaking

We, [Name and Address of Bidder], do hereby declare on solemn affirmation that:

- I. We have not been black listed from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 2 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that PITC shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We understand that PITC shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the PITC action, and without thereby incurring any liability to the Bidder and the decision of the PITC shall be final
- VI. We certify that prices quoted to PITC against Tender Lot Annex-B and Items are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess

Dated	_day of 2019.	
BIDDER:		
Signature		
CNIC #		
Designation		
Address		
WITNESSES:		
Signature		Signature
CNIC#		CNIC #
Name		Name
Designation		Designation
Address		Address

ANNEXURE-B: BID FORMS

Bid-Form: 1 – Letter of Intention

Bid Ref No. {Add Tender No} {Add Date of Technical Bid Opening} Letter of Intention

Name of the Contract: {Add name}

To: [Chief Executive Officer, PITC, 406 WAPDA House, Lahore.]

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements of the bidding documents and have duly provided bid security @ 2% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of **Chief Executive Officer**, **PITC**, **Lahore** with our Financial Bid.

Dated this [insert: number] day of [insert :month], [insert :year].

Signed:

In the capacity of [insert: title or position]

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

Bid-Form: 2 – Evidence of Eligibility

Name of the Firm Bid Ref No. {Add Tender No} {Add Date of Technical Bid Opening}

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation (To Be	Checklist	Relevant Page	Supporting Documents
Filled by the Procuring Agency)	(To be initialed by	Number in the	(To be filled by the Bidder
	the Bidder against	Bid (Tobefilled	with name of the
	each	by the Bidder)	documents that are
	document)		submitted to meet
	,		the requirement)
*Column:1	*Column:2	*Column:3	*Column:4
NTN Certificate			
GST Certificate			
On Active Tax Payers List of FBR			
Registration/Incorporation/Business			
Certificate			
Complete Company profile			
Operational Office in Lahore			
Firm's past performance			
Affidavit to the effect that the respective			
bidder is not blacklisted and rendered			
ineligible for corrupt and fraudulent			
practices by any Government (Federal,			
Provincial or Local) or a public sector			
organization.			
Letter of authorization/partnership from			
Original Manufacturer's			
Bid Validity period of 90 days			
Compliance with Schedule of			
Requirements			
Submission of required amount of bid			
security with Financial Bid			

* Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank. Bidders are also required to mention the exact page number of relevant document placed in the Bid. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

Bid-Form: 3 – Firms Past Performance

Name of the Firm Bid Ref No. {Add Tender No} {Add Date of Technical Bid Opening}

Assessment Period: (Minimum Two Years as per Evaluation Criteria)

Name of the Purchaser/ Institution	Letter of Intent	Description of Project	Value of Project	Date of Completion	Purchaser's Certificate

Bid-Form: 5 – Performance Guarantee

Performance Guarantee

To: [Chief Executive Officer, PITC, 402 WAPDA House, Lahore]

Whereas [*Name of Supplier*] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [*number*] dated [*date*] to supply [*description of goods*] (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank <u>for the sum of 5%</u> <u>of the total Contract amount</u> as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____day of _____, 2020.

Signature and Seal of the Guarantors/Bank Address Date

Bid-Form: 6 – Financial Schedule

The bidders should submit their cost proposals using the templates included below. Proposals are required to be submitted based on the following basis:

Note: Bidders are requested to provide the cost estimates for its proposed application & database licenses in-line with their recommended hardware sizing for this project given in the respective technical proposals,

1: Software Price Schedule

#	Modules	3 rd Party Licenses One Time cost, if any (a)	Cost of Design, Development and Implementation Services (including first year maintenance) (b)	Annual Su Subsequent (c 3 rd Party License renewal (c1)	Each year
1.	UDIL Testing Suite				
	TOTAL (a+b):				

Notes:

- ✓ Bid money must be calculated based on estimated quantities as mentioned in financial schedule (Bid Form 6)
- ✓ Assumption: Initially third party license, if applicable, are valid for one year.
- ✓ Implementation cost (b) will also be included
 - Cost of Implementation services including one-year maintenance from the date of completion of project.
 - Principal solution support/license renewal cost of implementation period (if proposed implementation project plan exceeds one year)
 - Principal solution support renewal cost of warranty period.
- ✓ For evaluation purpose, bidder shall provide sufficient detail and supporting information to allow a complete analysis of cost. Bidder MUST include a breakdown of line items that they believe are realistic and reasonable for the work in accordance with technical requirements outlined. The Bidder shall clearly identify indirect rates (including fringe rates), the base to which each indirect rate is applied.
- ✓ Prices to be quoted in Pak Rupees.
- \checkmark Add pricing notes separately where applicable.
- ✓ Rates shall be quoted, inclusive of all but showing separately, cost of inspection, services, transportation, taxes, import duties if any and other levies.
- ✓ In case of discrepancy between unit price and total, the unit price shall prevail. Similarly,
- \checkmark subtotals shall prevail over totals.
- ✓ Price for each Application/Module should be provided separately