



BIDDING DOCUMENT FOR RUDA
Government of the Punjab



PROCUREMENT OF MICROSOFT 365 LICENSES
FOR
RAVI URBAN DEVELOPMENT AUTHORITY



DISCLAIMER

This bidding document has been prepared and is being floated under RUDA Procurement Regulations 2022 (amended), for inviting bids for procurement of MS 365 licenses for Ravi Urban Development Authority (RUDA).

2. The bidding document, information, evaluation criteria and draft contract shall be used for selection of most responsive bidder. RUDA employees, personnel, agents, consultants, advisors, and bidders etc. shall not be liable to reimburse or compensate the recipient of the document and prospective bidder participating in the bidding process for costs, fees, damages or expenses incurred by the recipient of the document or the prospective bidder in evaluating or acting upon this document or otherwise in connection with the assignment as contemplated herein after.

3. The submission of bids by the prospective bidder shall be deemed to be upon full comprehension and agreement if any or all terms of the document and such solicitations shall be deemed as an acceptance to all the terms and conditions stated in this document.

4. Bids submitted by prospective bidder in response to the Invitation to Bid (ITB) shall be construed to be based on full understanding and comprehension of each clause of the document after due diligence and carefully verifying and examining the information, data, criteria, terms and conditions mentioned in the document. Mere obtaining the document and participation in the bidding process shall neither constitute a solicitation to invest nor termed as a guarantee or commitment of any manner on the part of Ravi Urban Development Authority (RUDA) that the contract shall be awarded. RUDA reserves the rights in its full discretion to modify the document or the assignment at any time prior to the award of contract and shall not be liable to reimburse or compensate the bidders for any cost, taxes, expense or damage incurred by the bidders during their participation in the bids.

5. RUDA in terms of Rule 37 of RUDA Procurement Regulations 2022 (amended) and as held by the superior court (PLD 2016 Sindh 207) (PLD 2020 Lahore 565) reserves the right in its full discretion to revoke the bidding process and reject all the bids or proposals at any time prior to the acceptance of a bid or proposal and shall incur no liability solely by virtue of its invoking ibid rule towards the bidders.

6. Mere submission of bids does not generate or create right of the bidders to selection.



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The bidders are expected to go through the bidding document and all instruction forms, terms, specifications and precisely comprehend it fully and furnish all information required by bidding documents along with supporting documents if any while submitting the bid. Failure to furnish the required information or documents shall make the bid non-responsive which may lead to its rejection.

In case of any quandary or clarification about the instructions / provisions hereinafter referred in the bidding document the procuring agency can be contacted for resolution of the issue but all such clarification shall be entertained only which are received one week prior to last date of bid submission.



1. INVITATION TO BID

Ravi Urban Development Authority hereinafter referred to as “**RUDA**” intends to invite sealed bids for Microsoft Cloud Solution Providers (CSP) in Pakistan for Microsoft 365 licenses for a period of 1 year (extendable up to further 1 year in case of Microsoft pricing remaining the same).

1.1. RUDA Procurement Regulations 2022 (amended) are strictly to be followed and can be obtained from RUDA website: <https://ruda.gov.pk/legal-framework> Interested companies, who are registered with income tax and sales tax department are invited to bid.

1.2. Mode of Advertisement:

As per Regulation 12 of RUDA Procurement Regulations 2022 (amended), this tender is being placed online at RUDA's website. The prospective bidders can download the Tender from RUDA's website (<http://www.ruda.gov.pk>).

2. INSTRUCTIONS TO BIDDERS

2.1. Eligibility and Evaluation Criteria

The bid submitted **MUST** meet each of the following conditions to be considered as qualified:

- a) Scope must be as per Scope of work at serial 4 below
- b) Must be a registered firm or company for at least 3 years
- c) Must be Microsoft Cloud Solution Provider (CSP)
- d) At least three Microsoft Office 365 license contracts for clients in Pakistan in the past 5 years
- e) Must not be blacklisted by any Federal or Provincial Government organization
- f) Must be registered with FBR as Active Taxpayer and
- g) Must have registered office in Lahore.

Documentation for each point mentioned above **MUST** be attached with bid submitted as following,

- a) Copy of following registration documents with relevant authorities,
 - In case of Company: Copy of Incorporation Certificate from SECP
 - In case of Firm: Form-C issued by Registrar of Firms
- b) Copy of letter/certificate issued by Microsoft as Microsoft Cloud Solution Provider
- c) Copies of purchase order issued by at least three clients in Pakistan for supply of Microsoft 365 licenses in the past 5 years.
- d) Affidavit/undertaking on stamp paper of Rs.100 that the Bidder has not been declared blacklisted by any Federal or Provincial Government institution (verifiable through PPRA).
- e) Copy of certificates for Sales Tax and Income Tax (NTN and STRN) and must be an Active Taxpayer (verifiable through ATL) on the date of bid submission till date of award of contract.
- f) Copy of Letter of registration/utility bill/tenancy agreement/any other document stating registered address in Lahore.



Any missing documentation resulting in RUDA being unable to substantiate eligibility will result in disqualification of bid.

2.2. Cost of Bidding Document

The prospective bidder can acquire the bidding document from Procurement Wing of Ravi Urban Development Authority (RUDA), 151 Abu Bakar, Block Garden Town, Lahore on deposit of pay order amounting PKR 5,000/- (Non-refundable being the tender Cost) issued by any scheduled bank of Pakistan having validity of 90 days, in favor of Ravi Urban Development Authority on any working day (Monday to Friday) during office hours.

2.3. Bid Requirements

The bidding process involves single stage – single envelope procedure as per regulation 41(1)(a) of RUDA Procurement Regulations 2022 (amended) with technical and financial sections submitted together in one envelope titled '**Bid for Procurement of Microsoft Licenses**' under the following requirements:

i. Technical Section:

- a) Annex "A" – Bid Submission Form signed and stamped by an authorized representative of the bidder.
- b) Deliverables as per section 4. Scope of Work,
- c) All the documentary evidence (s) required as per Eligibility and Evaluation Criteria
- d) Signed and stamped copy of this document by authorized representative of the bidder to ensure compliance against each clause and sub-clause of this document.

ii. Financial Section:

- a) Annex "B" – Financial Bid Performa' with sign and stamp by authorized representative of the bidder.
- b) Bid security of Rs 50,000/- in the form of pay order in the name of '**Ravi Urban Development Authority**'
- c) The proposal must remain valid for a period of 60 days from the bid submission date.
- d) Taxes will be deducted at the time of the payment as per government rules and regulations.
- e) All payments will be subject to the active taxpayer status of the service provider at the time of release of payment. If service providers status is not active on ATL (Sales Tax); no payment shall be made till their status becomes active on ATL (Sales Tax) of FBR.
- f) The service provider shall pay all such taxes, stamp duty or other duties, fees and other impositions levied under the applicable law, the amount of which is deemed to have been included in the financial bid.
- g) Price in bid shall be in PKR (inclusive of all taxes).
- h) The price submitted in PKR (inclusive of taxes) shall be valid for extension in license period for further 1 year subject to Microsoft pricing remaining the same.



3. BIDDING DETAILS

All bids must be accompanied by Bid Security, as per provisions of this tender document clause “Bid Security” in favor of “**Ravi Urban Development Authority**”. The complete bids as per requirements under this tender document must be delivered to the office of Ravi Urban Development Authority, **not later than 11:00 AM on 08 January 2024**. Late bids shall not be considered. Bids shall be publicly opened in the conference room of Ravi Urban Development Authority at 11:30 AM on the same day. In case the last date of bid submission falls in/within the official holidays/weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to RUDA.

Bidder must be Microsoft CSP and have registered office in Lahore

Procurement Department
Ravi Urban Development Authority
151, Abu Bakar Block, Garden Town Lahore.
Tel: 042-99333531-6 Email: haroon.rauf@ruda.gov.pk

4. TENDER SCOPE

Microsoft 365 licenses for a period of 1 year (extendable up to 1 year in case of Microsoft pricing remains the same) with details as stated below:

S No	License	Quantity
1.	MS 365 Exchange	220
2.	MS 365 Apps for Business with Team	200
3.	MS 365 Apps for Business with Team + MS Visio Studio + Power BI	10
4	MS 365 Apps for Business with Team + MS Visio Studio	10

The scope also includes warranty, maintenance, and support (on site in Head Office in Lahore and off site remotely) for the entire license period.

5. WARRANTY, MAINTENANCE AND SUPPORT

- The vendor undertakes to provide total Microsoft 365 licenses subscriptions to RUDA and shall provide software warranty, maintenance, and support services (onsite in Head Office in Lahire and offsite remotely) throughout the said term after issuance of licenses.
- The vendor must warrant that all Microsoft 365 licenses are free from defects in materials and workmanship under normal use.
- The vendor warrants that all license subscriptions of Microsoft 365 are verified and shall perform in accordance with the documentation.



6. BID SECURITY

- a) Bid Security of PKR 50,000/-, in the shape of a pay order in the name of 'Ravi Urban Development Authority', shall be attached in the financial section of the bid.
- b) Bid security other than specified as above shall not be entertained and accepted.
- c) RUDA shall reject and return such bids to respective bidders.
- d) Bid Security of all bidders(s) shall be released after issuance of work order to the successful bidder.
- e) Bid Security must be valid for at least bid validity period.
- f) Bid security of the Bidder shall be forfeited in case it is determined that the Bidder, directly or through an agent, participated or competed in this tender or secured the contract, by any means of corrupt, fraudulent, collusive, or coercive practices as defined under this RFP/bidding document.
- g) Bid security of the successful bidder shall be released after the signing of the contract.

7. TENDER VALIDITY

The Tender shall have a minimum validity period of **Sixty (60) days** from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended.

8. CORRECTION OF ERRORS / AMENDMENT OF TENDER

The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

- 12.1.1. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
- 12.1.2. If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 12.1.3. If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 12.2. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the



Tenderer.

- 12.3.** Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 12.4.** No credit shall be given for offering delivery period earlier than the specified period.

9. REJECTION / ACCEPTANCE OF THE BID

- 9.1** RUDA may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- 9.2** The Tender shall be rejected if it is:
- 13.2.1. Substantially non-responsive in a manner prescribed in this tender document;
or
 - 13.2.2. Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 13.2.3. Incomplete, partial, conditional, alternative, late; or
 - 13.2.4. The tenderer refuses to accept the corrected total tender price; or
 - 13.2.5. The tenderer has conflict of interest with the purchaser; or
 - 13.2.6. The tenderer tries to influence the tender evaluation / contract award; or
 - 13.2.7. The tenderer engages in corrupt or fraudulent practices in competing for the contract award;
 - 13.2.8. The tenderer fails to meet all the requirements of tender eligibility/ qualification criteria
 - 13.2.9. The tenderer fails to meet the evaluation criteria requirements
 - 13.2.10. The tenderer has been blacklisted by any public or private sector organization
 - 13.2.11. There is any discrepancy between bidding documents and bidder's proposal i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
 - 13.2.12. The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
 - 13.2.13. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

10. CONTRACT LANGUAGE



The Contract and all documents relating to the Contract, exchanged between the Vendor and the Purchaser, shall be in English. The Vendor shall bear all costs of translation to English and all risks of the accuracy of such translation.

11. PAYMENT

The Vendor shall provide all necessary supporting documents along with invoice. The vendor shall submit invoices, receipts or other documentary evidence. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

12. PAYMENTS SCHEDULE

- a) The payment shall be made as per following details after detailed inspection and testing of all licenses and migration of all data, as per the satisfaction of RUDA, that all licenses in operation and migration is in accordance with the specification given in bidding documents,

Description	Payment
Microsoft 365 licenses as per scope of work (SOW)	100% upon supply

- b) Payment shall be processed on receipt of original commercial / GST invoice.
- c) The Service Provider shall be responsible for all taxes time enforced under prevailing laws of Pakistan including GST, duties, license fees, Insurance, freight charges, local transportation, handling, and other incidental charges etc. incurred or accrued during the term of contract.
- d) RUDA shall issue payment within thirty (30) days of submission of invoice subject to delivery of S. No (a) stated above.

13. PRICE

The Vendor shall not charge prices for the services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the vendor in the payment Schedule.

14. CONTRACT AMENDMENT

RUDA may at any time, by written notice served to the Vendor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations. The Vendor



shall not execute any change until and unless RUDA has allowed the said change, by written order served on the vendor. The change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change. No variation in or modification in the contract shall be made, except by written amendment signed by both RUDA and the vendor.

15. ASSIGNMENT/SUBCONTRACT

The Vendor shall not assign or sub-contract its obligations under the Contract, in whole or in part.

16. BLACKLISTING

If the Vendor fails/delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Vendor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of RUDA Procurement Regulations 2022 (amended).

17. TERMINATION FOR DEFAULT

If the vendor fails / delays in performance of any of the obligations, under the Contract /violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the vendor may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Vendor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Vendor. Provided that the termination of the Contract shall be resorted to only if the Vendor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

If RUDA terminates the Contract for default, in whole or in part, RUDA may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Vendor shall be liable to RUDA for any excess costs for such similar Services / Works. However, the Vendor shall continue performance of the Contract to the extent not terminated.

18. FORCE MAJEURE



For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

The Vendor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the vendor shall, by written notice served to RUDA, indicate such condition and the cause thereof. Unless otherwise directed by RUDA in writing, the vendor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

19. DISPUTE RESOLUTION

RUDA and the vendor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty working days, from the commencement of such informal negotiations, RUDA and the vendor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

20. TAXES AND DUTIES



The vendor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

21. DELIVERY PERIOD

The service provider must supply all Microsoft 365 licenses within one-week (07) days from the issuance of the intimation letter(s) by RUDA, during the period of contract, subsequent to the issuance of Purchase Order.

22. PENALTY

- a) In case of delay in the delivery of licenses beyond the delivery time, the service provider shall be liable to pay liquidated damages at the rate of point two five percent (0.25%) of the contract value, for each day of delay beyond the delivery date up to the maximum of 20% of the total charges of the delayed licenses.
- b) Penalty(s) shall be deducted from the invoice/payment submitted by the service provider.
- c) Delay due to reasons beyond the control of service provider (Force Majeure) will not be considered as delay on the part of service provider.
- d) Time shall be of the essence in relation to delivery date, non-compliance of which may result in penalty as stated above and eventually cancellation of purchase order.

23. PERFORMANCE SECURITY

The Vendor has to submit performance security @ **5%** of purchase order. The performance security will be retained for a period of one year.



ANNEX – A: BID SUBMISSION FORM

Date:

To,

Procurement Department,
Ravi Urban Development Authority,

Dear Sir,

- a) I/we, the undersigned, being duly authorized to represent and act on behalf of (hereinafter “the Applicant”) have reviewed and fully understood all the clauses of the RFP/bidding document provided by RUDA.
- b) RUDA and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regards to the resources, experience, and competence of the Applicant.
- c) RUDA and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, when needed.

S No	Name and Designation	Contact Details
1.		
2.		

Name and Designation:

Signature:



ANNEX – B “FINANCIAL BID PERFORMA

S No	Description	Charges in PKR (inclusive of all taxes)
1.	Microsoft 365 Licenses as per scope of work (SOW)	

Note:

The vendor is to submit bifurcation of each requirement mentioned in the scope of work.
The terms and conditions shall be applicable as per serial 11 and 12 of this document.