Standard Bidding Document

SERVICE LEVEL AGREEMENT (SLA) OF SUPPORT AND MAINTENANCE OF SAP ECC 6.0 ERP SYSTEM in FESCO (Non-Consultancy Services)

National

Single Stage-One Envelope

June 16, 2026

FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director General
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**SERVICE LEVEL AGREEMENT (SLA) OF SUPPORT AND MAINTENANCE OF SAP ECC 6.0 ERP SYSTEM in FESCO**"

2. The **FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope**Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Documentin the form of **Pay Order, Banker's Cheque, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://vendors.epads.gov.pk/**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0**on or before **Thursday, July 2, 2026 03:00 PM**. E-bids will be opened on the same day at **Thursday, July 2, 2026 03:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of**EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to

explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

7. In terms of Rules 48of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's websiteand also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. **Fraudualent & Corrupt Practices**

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. **Eligible Bidders**

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severely liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

1. **Contents of Standard Bidding Document**

1.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agencyinclude:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudaulent& Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

1.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider’s risk and may result in the rejection of his bids.

2. **Clarifications**

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

2.4. If indicated **in the BDS**, the bidder’s designated representative is invited at the bidder’s cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agencyexclusively through the use of an Addendum.

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or permitted.
The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

2.6.1. evaluation & qualification criteria;

2.6.2. required scope of work or specifications;

2.6.3. all securities requirements;

2.6.4. tax requirements;

2.6.5. terms and conditions of bidding documents; and

2.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

3. **Amendment of Bidding documents**

3.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

1. Documents Constituting the Bids

1.1. The bids prepared by the bidders shall constitute the following components: -

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC andSCC;

1.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established,that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

1.1.6. Any other document required in the BDS.

2. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

3. **Documents Establishing Eligibility and Qualification of the Bidder**

3.1. Pursuant to BDS, the bidder shall furnish, as part of itsbid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

3.2. The documentary evidence of the bidder’s eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as “Eligible Countries”.

3.3. The documentary evidence of the bidder’s qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

4. **Form of Bid**

4.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

5. **Bids Prices**

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bidshall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

6. **Price Adjustment**

6.1. Price adjustment shall not be applicable.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

6.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government’s minimum wage notification, subject to the applicabilityin that case.**

7. **Bids Currencies**

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

8. **Bid Validity Period**

8.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

9. **Bid Security or Bid Securing Declaration**

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

9.4.3. the rejection by the Procuring Agency of all Bids;

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

9.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors,or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with SCC; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with BDS andSCC.**

9.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

10. **Alternative Bids by Bidders**

10.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described inEvaluation and Qualification Criteria.

11. **Withdrawal, Substitution, and Modification of Bids**

11.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

12. **Format and Signing of Bids**

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

12.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

1. **Submission of Bids through EPADS v2.0 before Dead deadline**

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

1.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents.In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

1. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

1.1. The Procuring Agenciesto constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements.As per Rules 29 & 30of Public Procurement Rules, 2004,
The Procuring Agencyis requiredto establish a Procurement Cell/Evaluation Committeewhich shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

1.2. The selection technique adopted shall be based on quality and cost, with 70% weightage assigned to quality and 30% to cost. The passing threshold for the technical bid shall be 70%.

2. **Opening of Bids**

2.1. The Bid Evaluation Committee of theProcuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

2.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

2.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

2.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

3. **Confidentiality**

3.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

3.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

4. **Preliminary Examination of Bids**

4.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

4.1.1. meets the eligibility criteria defined in **BDS**;

4.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

4.1.3. is accompanied by the required securities; and

4.1.4. is substantially responsive to the requirements of the bidding document.

4.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC**have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

4.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

5. **Examination of Terms and Conditions, Technical Evaluation**

5.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

5.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS**,** it shall reject the bids.

6. **Correction of Errors**

6.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

6.1.1. if there is a discrepancy between unit prices 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, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

6.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

6.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

6.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

6.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

7. **Conversion to Single Currency**

7.1. As per Rule 30of Public Procurement Rules, 2004.

8. **Evaluation of Bids**

8.1. The procuring agency shall evaluate bids in accordance with Rule 30of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

8.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

8.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

8.4. The Procuring agencyevaluation of a bid will take into account:

8.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

8.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

8.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

8.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

8.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

9. **Determination of Most Advantageous Bids**

9.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

10. **Abnormally Low Financial Bids**

10.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –

10.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

10.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

11. **Rejection of Bids**

11.1. As per Rule 33 of the Public Procurement Rules, 2004

12. **Single Responsive Bid**

12.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

13. **Arbitration**

13.1. As per Rule 49of Public Procurement Rules, 2004.

F. Award of Contract

1. **Criteria of Award**

1.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageousBid.

2. **Procuring Agency's Right to reject All Bids**

2.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

2.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

3. **Notification of Award**

3.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

3.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

3.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guaranteeand signing of the contract.

4. **Signing of Contract**

4.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

5. **Performance Guarantee**

5.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

5.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

6. **Corrupt & Fraudulent Practices**

6.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

1. **Constitution of Grievance Redressal**

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

2. **GRC Procedure**

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

1. **Procedure for Blacklisting/Debarment**

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19of the Public Procurement

Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024and Regulation on“procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency:**FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))**

The subject of procurement is:**SERVICE LEVEL AGREEMENT (SLA) OF SUPPORT AND MAINTENANCE OF SAP ECC 6.0 ERP SYSTEM in FESCO**

Expected commencement date: **Monday, August 31, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency:**2026-27**

Name and identification number of the Contract: **P12605**

BDS Clause Number 3

JV/Consortium or AssociationAllowed: **Yes**
Number of JV/Consortium Members: **2**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, June 29, 2026
Pre-Bid Meeting: Wednesday, June 24, 2026 11:00 AM
Venue: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad.

BDS Clause Number 5

Any addendum, in case issued, shall be published on **FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. 1.Certificate of Incorporation: Issued by the Registrar of Companies (ROC) / SECP to prove the company is legally registered.2.Corporate Profile: Details of the company, including address, management team, and business structure.3.Valid NTN/Tax Registration Certificate: Proof of registration with the tax authority.4.Certificate of registration for sales tax.5.Original Scanned Copy of Bid Security/Earnest Money Deposit (EMD) and original must be submitted to Procuring Agency before opening.
2. 6.Affidavit of Non-Blacklisting: A notarized affidavit on stamp paper declaring that the firm has never been blacklisted by any government or private organization.7.Integrity Pact: A mandatory document for many public tenders, signed by the authorized signatory.8.Technical Compliance Certificate.9. A signed document confirming that the bidder meets all technical specifications listed in the tender Document.
3. 10.Copies of Relevant past contracts, work orders along with satisfactory performance Certificate from previous clients.

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their relateddocuments:
See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of:**Pay Order, Banker's Cheque, Demand Draft**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents willnot be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division),

Punjab (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, July 2, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Thursday***

Date:***Thursday, July 2, 2026***

Time *:* ***03:30 PM***

BDS Clause Number 19

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of:**Bank Guarantee**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievence against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) Punjab (PRA) SECP

Eligibility Criteria	Document
The firms must possess mandatory experience in SAP modules support, network/system support, and SharePoint services. Additionally, they must demonstrate sound financial standing to be eligible to participate in the tender.	Yes
The bidder(s) must be a legally established entity with sufficient experience in providing support and maintenance services for the specified SAP ERP modules/domains. Furthermore, the bidder must meet the following financial criteria: An average annual turnover of at least PKR 100 million, assessed based on the last three audited financial years. Positive net worth in the immediately preceding year. Positive cash flow in the immediately preceding year.	Yes
shall have provided relevant service to distinct organizations with in the last three years	Yes
Each proposed team member shall possess valid certification in their respective domain and have a minimum of three years of relevant experience. Copies of their resumes must be attached.	Yes

The bidder must ensure the availability of experienced resources across all eleven (11) domains prior to bid submission. At least 70% of these resources must be directly employed on the bidder’s payroll, while the remaining resources may be engaged through contractual arrangements with the bidder. For all consultants who are not on the bidder’s direct payroll, copies of the valid contractual agreements must be included as part of the bid submission.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	**100**
Passing Marks	**70**
Technical Evaluation Criteria	
Legal Status of Company (Qualitative)(Doc Required) Pvt. Limited = 05 marks Partnership = 03 marks Proprietary = 02 marks **(5)**	5
Firm Experience (Company Age) (Qualitative)(Doc Required) ≥5 years 5 (Marks) 4 years 4 (Marks) 3 years 3 (Marks) 3 years 0 (Marks) **(5)**	5
Financial Turnover (Qualitative)(Doc Required) ≥ PKR 200M → 10 (Marks) ≥ PKR 100M & Less than 200M → 7 (Marks) **(10)**	10

Relevant Experience of at least three years with Government / Public / Private Organizations (Qualitative)(Doc Required) Relevant Experience of at least three years with Government / Public / Private Organizations **(5)**	5
Availability of Qualified & Experienced Consultants (Multi Domain)	
Availability of Qualified & Experienced Consultants (Multi Domain) (Qualitative)(Doc Required) Availability of Qualified & Experienced Consultants (Multi Domain) **(44)** Qualified key expert across 11 domains Relevant experience of each domain >=6 years (3 Marks for each individual) Relevant experience of each domain less than 6 years and greater than 4 years (2 Marks for each individual) Relevant experience of each domain =3 years (1 Marks for each individual) **(33)** Certification in relevant domain (1 Marks for certified person per domain) **(11)**	44
Past Performance & References	
Past Performance & References at Least 5 clients (Qualitative)(Doc Required) List of each client business amounting to 50M on average (3 Marks Per client) List of each client with business amounting less than 50M and greater than 20M (on average) (2 Marks per client) List of each client with business amounting less than 20M but greater than 10M on average (1 Marks per client) Otherwise=0 **(15)**	15
Support Model with complaint handled mechanism	
Complete complaint handling mechanism model with SLAs, ticketing and escalation (10 Marks) else (0 Marks) (Qualitative)(Doc Required) Complete complaint handling mechanism model with SLAs, ticketing and escalation (10 Marks) else (0 Marks) **(10)**	10

Technology Partnerships & Support Assurance (Qualitative)(Doc Required) OEM/Partner letters (SAP or Microsoft) (3 Marks) for each partner letter else→ 0 **(6)**	6

Required Services

Lot Title : SAP ECC 6.0 Support and Maintenance

Bid Security : 100000

Position	Delivery Schedule	Quantity
Support and Maintenance OF SAP FI-CO Module	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1
Support and Maintenance OF SAP MM Module	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1

Position	Delivery Schedule	Quantity
Support and Maintenance OF SAP PS Module	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1
Support and Maintenance OF ABAP Module	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1
Support and Maintenance OF Basis Module	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1

Position	Delivery Schedule	Quantity
System / Network Engineer	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1
Support of MS SharePoint and SQL Server	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1
Support of SAP HCM Module	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1

Position	Delivery Schedule	Quantity
open-Source services and MySQL	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1
ASP.net	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1
FIORI	**Address:** Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). **Schedule:** 27 Days **Quantity:** 1	1

Related Services :

Yes

SAP ECC 6.0 Support and Maintenance

Position	Related Services
Support and Maintenance OF SAP FI-CO Module	onsite / offsite Per Day
Support and Maintenance OF SAP MM Module	onsite / offsite Per Day
Support and Maintenance OF SAP PS Module	onsite / offsite Per Day
Support and Maintenance OF ABAP Module	onsite / offsite Per Day
Support and Maintenance OF Basis Module	onsite / offsite Per Day
System / Network Engineer	onsite / offsite Per Day
Support of MS SharePoint and SQL Server	onsite / offsite Per Day
Support of SAP HCM Module	onsite / offsite Per Day
open-Source services and MySQL	onsite / offsite Per Day
ASP.net	onsite / offsite Per Day
FIORI	onsite / offsite Per Day

Services Specifications

Lot Title : SAP ECC 6.0 Support and Maintenance

Position: Support and Maintenance OF SAP FI-CO Module

Specifications / Requirements:

Support and Maintenance OF SAP FI-CO Module onsite /offsite per day

Position: Support and Maintenance OF SAP MM Module

Specifications / Requirements:
Support and Maintenance OF SAP MM Module onsite /offsite per day

Position: Support and Maintenance OF SAP PS Module

Specifications / Requirements:
Support and Maintenance OF SAP PS Module onsite /offsite per day

Position: Support and Maintenance OF ABAP Module

Specifications / Requirements:
Support and Maintenance OF SAP ABAP Module onsite /offsite per day

Position: Support and Maintenance OF Basis Module

Specifications / Requirements:
Support and Maintenance OF SAP Basis Module onsite /offsite per day

Position: System / Network Engineer

Specifications / Requirements:
System /Network Engineer onsite /offsite per day

Position: Support of MS SharePoint and SQL Server

Specifications / Requirements:
Support of MS SharePoint and SQL Server onsite per day

Position: Support of SAP HCM Module

Specifications / Requirements:
Support of SAP HCM Module onsite /offsite per day

Position: open-Source services and MySQL

Specifications / Requirements:
open-Source and MY SQL etc. onsite /offsite per day

Position: ASP.net

Specifications / Requirements:
Services of ASP.net onsite /offsite per day

Position: FIORI

Specifications / Requirements:
FIORI support and service onsite /offsite per day

Scope of Work

SCOPE OF WORK

Ticket Based support & maintenance services for already implemented SAP modules of SAP ECC 6.0 are required:

Support Modules and Areas

FESCO requires support for the following modules/areas of the
existing SAP ERP implementation:

Field of Service	Location
FI-CO	On-Site / Off-Site
MM	On-Site / Off-Site
PS	On-Site / Off-Site
ABAP	On-Site / Off-Site
BASIS	On-Site / Off-Site
HCM	On-Site / Off-Site
System/Network Administrator	On-Site / Off-Site

Microsoft SharePoint and SQL Server	On-site-off-site
Open source & Mysql	On-site-off-site
ASP.nert	On-site-off-site
FIORI	On-site- off-site

Following will be the part of the SLA agreement:

1. Resources of FI-CO, MM, PS, BASIS, ABAP,System/Network Engineer, Share point & SQLServer,Open source & My SQL,HCM,ASP.net and FIORI are outsourced consultants to FESCO. These resources (On-site) /(off-site) shall abide by office timings and work schedule of FESCO, and shall report to relevant FESCO management. These consultants shall be responsible to deliver SAP landscape (already implemented modules) related operational tasks except hardware assigned by FESCO.

2. User creation, Deletion, Blocking, Roles assignment.

3. User administration, User access management, Authorization Management.

4. Memory Optimization, Performance Diagnostics, Health Checks.

5. Transports related tasks/issues.

6. Diagnostic Support for Technical Errors reported by Functional Consultant.

7. Early Watch Alerts using Solution Manager.

8. Short dumps and Scheduled Jobs Diagnostics, Troubleshooting.

9. Client copy, System Restoration using backups (system copy) & client copy and System Backups.

10. Error free SAP patches and updates implementation with minimum down time.

11. Sap notes Implementation & SAP Add-OnInstallation Tool (SAINT) Implementation
(on Consultant Advice as per requirement).

12. SAP software upgrade including EHP (Enhancement Pack) upgrades and all the activities that need SAP and Database Upgrade.

13. ABAP support will be restricted but not limited to changes and addition in already developed reports, enhancements, workflows, webservices, uploads forms and interfaces. Development required for any new requirement (WRICEF object) will be part of scope.

14. Any task related to SAP ERP existing modules, installed/configured landscape with Windows Server 2012, VMWare, HA/Load balancing (VM Level, OS or Application level), Replication (storage level, database or application level), Security management (Permissions, Firewalls soft/hard, Switches and Routers, Antihacker), Active Directory, Antivirus, Backups, Storage management and processes as per current system.

15. Updates of OS, installed applications i.e. NMS, Symantec Antivirus, application for Backups and HA/replication/load balancing and etc.

16. Test drills for backups, HA, load balancing etc.

17. Preparation/ Provision of test environment for any activity (with available resources) and SAP IDES for FESCO users.

18. Document the activities performed and take measures to avoid such issues in future.

19. Operational / Hands-on / On Job Trainings including working of all these consultants and development of ABAP reports shall also be shared with FESCO for capacity building of FESCO's internal team.

20. Reinstallation/ Configuration of any of the above applications/ systems/ Like Firewall configuration Network configration,tools/ backups/ licenses/ Security/ Antihacking tools and techniques to add value to the landscape, which doesn't involve any considerable procurement of software, hardware or licenses and is duly approved by FESCO.

21. **Assumptions:**

22. The Resource deployed shall be responsible for the activities mentioned in the support for the SAP products which exists at the starting time of support contractin the current Landscape. If FESCO starts any new project or add any other product implementation in their landscape, like BW, portal and etc. the Resource shall not be the part or assisting for such unless mutually agreed.

23. Support services required during off days shall not be charged separately.

24. Vendor will provide support/ services of SAP in addition to SAP maintenance and End User agreement.

25. All the Services will be provided with clear visibility to FESCO respective users and each activity will be performed as per recommended standard best practices/ procedures. The activity will be properly documented (pre and post condition of system,

problem definition, reason/ deficiency/ responsibility due to which problem occurred, fixes , diagnosis and tests applied, conclusion/ recommendation) duly signed off by both FESCO and vendor representatives.

26. FESCO users/ representatives will be main custodians of the Master passwords, any configurations, Systems, Warranties, Documents, Administrative controls/ permissions, Enterprise portals with the vendor and parent vendors, Audits/ logs etc.

27. All users will access landscape systems/applications through their respective restricted users with enabled logging/ track of activity, limited ports will be opened, Firewall remains active, Updated Antivirus will remain enable.

28. Installation of any unlicensed third party/ pirated/ illegal, infected software/data will not be allowed.

29. Any deviation from vi and vii above will be acceptable (in writing only) when there is no alternate option and respective party will be responsible for any consequences, result from the same.

30. First level activity, troubleshooting will be performed by FESCO team, 2nd level will be vendor team and third level will be parent vendor team

31. In case of Off-site the allocated time will be purely/ dedicated to FESCO once issue escalated with proper connectivity and resource.

32. Activity will be considered pending or incomplete unless properly documented and accepted/ signed by FESCO.

33. Time/Model (off-site/on-site) involved to perform/execute any activity will be decided mutually and shall be finalized by FESCO. Extra time will not be charged to FESCO.

34. The committed consultant/resource will not change throughout the period of contract. In case the committed consultant/resource changed, the learning/understanding time required to be familiar with FESCO environment will not be charged to FESCO.

35. The vendor will cooperate with other engaged vendors of FESCO.

36. No intentional breach of contract, negligence or loss to FESCO will be tolerated and shall be subject to recovery/ penalty to vendor as per law/contract.

37. Issues investigated but not fixed by vendor will not be charged to FESCO.

38. Minimum time slab to charge is “Day”. So any activity performed any Day will be charged for full Day or as mutually agreed by both the parties.

Following are not part of this agreement:

1. SAP software new installation/implementation/reconfiguration from scratch.

2. SAP hardware and its upgradation is the responsibility of hardware vender.

3. SAP migration to latest S/4HANA but system must be update, in routine for the same.

4. Any new functionality which falls under the modules included in the landscape but have not implemented yet. FESCO and Vendor will decide with mutual understanding either it is new functionality or not.

5. Support for Hardware is not included. However, vendor will assist Hardware Vender & FESCO jointly to fix such types of issues timely.

6. Unless, any substantial amount of activity that require considerable procurement of extra/new software/ licenses/ hardware/ version.

7. **The contract / bidder shall be effective from the date of letter of award or its acceptance.**

8. **initially time period of thae contract shall be one year from the date of issuance of purchase order or award of contract**

9. **Note: The above support & maintenance services are required for one (01) year extendable for further Two (02) Years based upon the skills transferred, value added to the landscape, satisfactory services delivered.**

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

1. **Effectiveness of Contract**

1.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

2. **Commencement of Services**

2.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

3. **Program schedule**

3.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

4. **Starting Date/Expiration Date**

4.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

5. **Entire Agreement**

5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

6. **Modification**

6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

7. **Force Majeure**

7.1. **Definition**
For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

7.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

7.3. **Extension of Time**

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

8. **Termination**

8.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

8.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

8.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

8.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

8.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

8.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

8.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

8.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

8.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

1. **General**

1.1. **Standard of Performance**

1.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

1.2. **Law Applicable to Services**
The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

2. **Conflict of Interests**

2.1. **Contractor Not to Benefit from Commissions and Discounts**
The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

2.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

2.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

2.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

2.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

3. **Insurance to be Taken Out by the Contractor**

3.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

4. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the **SCC.**

5. **Reporting Obligations**

5.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

6. **Liquidated Damages**

6.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

6.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

6.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

7. **Performance Guarantee**

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

7.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

8. **Sustainable Procurement**

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

1. **Description of Personnel**

1.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

2. **Removal and / or Replacement of Personnel**

2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

2.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

1. **Change in the Applicable Law**

   1.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

2. **Services and Facilities**

   2.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

   2.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

1. **Contract Price**

   1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

2. **Terms and Conditions of Payment**

   2.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

   2.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

3. **Quality Control Identifying Defects**

   3.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

4. **Correction of Defects, and Lack of Performance Penalty**

4.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

4.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

5. **Settlement of Disputes Amicable Settlement**

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6. **Dispute Settlement**

6.1. **Arbitration**
If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.
Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is:FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director GeneralFesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is:SERVICE LEVEL AGREEMENT (SLA) OF SUPPORT AND MAINTENANCE OF SAP ECC 6.0 ERP SYSTEM in FESCO

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director General
Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-370-180-0504
dgit@fesco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director General
Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-370-180-0504
dgit@fesco.com.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ………………….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Servicestill the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.20%** to **10.00%**of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00%of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team), if required

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team) if required

Delivery & Documents

Manufacturer’s or Supplier’s Valid Warranty Certificate if required;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier’s Factory Inspection Report, if required;

Number of GC Clause F 5 &6

Following is the guidance for Dispute Resolution

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P12605***

To: **FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director GeneralFesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of __________ 20_____ between**FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director GeneralFesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **SERVICE LEVEL AGREEMENT (SLA) OF SUPPORT AND MAINTENANCE OF SAP ECC 6.0 ERP SYSTEM in FESCO (*P12605*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ___________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by ___________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTHRS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

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

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director GeneralFesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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: *[insert date]*

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

____

[date}

Annexure

Special Instructions to bidder

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Instructions to bidder** (page number: 77)

Payment Terms and conditions

Information (Read-Only)

See Form Under Additional Forms and Documents: **Payment Terms and conditions** (page number: 78)

Clarification for vendors

Information (Read-Only)

See Form Under Additional Forms and Documents: **Clarification for vendors** (page number: 79)

Financial Proposal Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Proposal Form** (page number: 80)

Technical & Financial Evaluation Criteria

Information (Read-Only)

See Form Under Additional Forms and Documents: **Technical & Financial Evaluation Criteria** (page number: 83)

Procurement Forms

Additional Forms and Documents

SPECIAL INSTRUCTIONS FOR BIIDERS

Respected Bidders,
Public Procurement Regulatory Authority is currently in the process of improving the e-PADS Version 2.0 system. In case you identify any errors in the bidding documents or any discrepancies in index references, you are requested to seek clarification from PPRA as well as the concerned Procuring Agency.

Payment Clause & Schedule

i. The invoice will be raised on 1st working day of each quarter for the previous quarter or as mutually agreed between both the parties. Payment of the Support & maintenance services will be made from the Office of Chief Financial Officer FESCO within thirty days in PKR., from the date of receipt of correct invoice on production of following documents:

   a) Invoice in triplicate having NTN.
   b) Sales Tax Invoice (if not exempted) or attach exemption certificate.
   c) Non-payment certificate.
   d) Performance Security Receipt Certificate (otherwise performance security will be deducted from the submitted invoice).
   e) Satisfactory Support Certificate from Head of FESCO Computer Center, Faisalabad duly certified by respective Power Users regarding the completion of tasks/assignments with agreed consumed time(days) between both the parties and mode(off-site/on-site).

ii. The payment of applicable taxes fixed by the Government will be made to the Contractor on production of original GST/PST return cum payment Challan and sales summary or any other documents as required under the Sales Tax Act 1990 as amended till date.

iii. Partial deliveries & part payments will not be allowed.

Clarification for vendor

1. Bid submission Clause “17” will be red as, Bid security shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to FESCO Computer Centre, West Canal Road and FESCO required Bid security in form of Pay Order, Banker's Cheque and demand draft in the name of **Chief Executive officer** FESCO.
2. Bid security Declaration is not required.
3. The “Delivery Schedule” in required services will be considered as deleted.
4. Eligible country is Pakistan
5. Class 6 “price adjustment” subclass 6.2 shall be considered as deleted.
6. FESCO can cancel the procurement as per prevailing PPRA Rules.
7. Section D (Contractors Personnel class “1” will be red as “The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor’s Key Personnel. The Key Personnel listed by title as well as by name shall be approved by the Procuring Agency”.

Form No F-9: Financial Bid (Price Summary)

A. Commercial Summary Option-I (On-Site Model for one year) extendable further Two years

Sr. No.	Module/ Domain	No. of Resources	Site	Time Unit with Annual Commitment	*Unit Price Without Taxes (in PKR)	Applicable Taxes on Unit Price (in PKR)	Total Price per Annum with Sale Tax (in PKR)
1.	FI-CO	1	On-site	Per Day			
2.	MM	1	On-site	Per Day			
3.	PS	1	On-site	Per Day			
4.	ABAP	1	On-site	Per Day			
5.	FIORI	1	On-site	Per Day			
6.	BASIS	1	On-site	Per Day			
7.	System/ Network Engineer	1	On-site	Per Day			
8.	M/S SharePoint and SQL Server	1	On-site	Per Day			
9.	HCM	1	On-site	Per Day			
10.	Open Source and MySQL	1	On-site	Per Day			
11.	ASP.NET	1	On-site	Per Day			
Total onsite Price with tax							

*Includes all expenses including boarding lodging, living, traveling etc.

B. Commercial Summary Option-II (Off-Site Model for one year) extendable further Two years

Sr. No.	Module/ Domain	No. of Resources	Site	Time Unit with Annual Commitment	Unit Price Without Taxes (in PKR)	Applicable Taxes on Unit Price (in PKR)	Total Price per Annum with Sale Tax (in PKR)
1.	FI-CO	1	Off-site	Per Day			
2.	MM	1	Off-site	Per Day			
3.	PS	1	Off-site	Per Day			
4.	ABAP	1	Off-site	Per Day			
5.	FIORI	1	Off-site	Per Day			
6.	BASIS	1	Off-site	Per Day			
7.	System/ Network Engineer	1	Off-site	Per Day			
8.	M/S SharePoint and SQL Serve	1	Off-site	Per Day			
9.	HCM	1	Off-site	Per Day			
10.	Open Source & MySQL	1	Off-site	Per Day			
11.	ASP.NET	1	Off-site	Per Day			
Total off-site Price with tax							

Note: i) Financial Evaluation will be purely on the basis Sum of Average price per consultant from each Model (On-Site+ Off-Site). FESCO may opt any one Model (on-site/off-site) time to time on need basis. Example is given below

Signature: _________________ **Seal:**

Full Name: _________________

Address: ___________________

Example for average Calculation

Sr.No	Module Name	Onsite Rate/ consultant	Off-site Rate/consultant
1	FICO	5000	4000
2	MM	4000	3000
3	PS	6000	5000

Average of FICO= $\frac{\text{onsite Rate+ offsite Rate}}{2}$ => $\frac{5000+4000}{2}$ = 4500

Average of MM= $\frac{\text{onsite Rate+ offsite Rate}}{2}$ => $\frac{4000+3000}{2}$ = 3500

Average of PS= $\frac{\text{onsite Rate+ offsite Rate}}{2}$ => $\frac{6000+5000}{2}$ = 5500

Sum averages of all modules=4500+3500+5500 => **13500 (Average price of bidder)**

Financial bid will be evaluated on the basis of sum of average of all modules (onsite / offsite)

a. Technical & Financial Evaluation:

i. The total points for bid evaluation are 100 out of which the technical bid will carry 70 % points and financial will be weighed 30 % points.

ii. Technical bids will be evaluated as per given criteria. The bidder will be declared technically qualified if score of technical factors is 70% or more.

iii. The financial bid provided in bidding document will be upload on Epads along with technical bid.

iv. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (FS) of 100.

v. The formula for determining the financial scores (FS) of all other Proposals is calculated as following:

FS = 100 x Fm/F, in which "FS" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

FINAL SELECTION CRITERIA:

Marks shall be awarded separately for Technical and Financial proposals as QCBS bidding method:

Total Score = (Technical Score x 70%) + (Financial Score x 30%)

Technical Evaluation

Sr. No		Factors	Max. Score
I.		**Company profile**	
	i.	Legal Status of Company Pvt. Limited = 05 marks Partnership = 03 marks Proprietary = 02 marks	5
	ii.	Firm Experience (Company Age) ≥5 years 5 (Marks) 4 years 4 (Marks) 3 years 3 (Marks) <3 years 0 (Marks)	5
	iii.	Financial Capability ≥ PKR 200M 10 (Marks) ≥ PKR 100M & < 200M 7 (Marks)	10
	iv.	Organizational Experience Relevant Experience of at least three years with Government / Public / Private Organization (5 Marks)	5
II.		Availability of Qualified & Experienced Consultants (Multi Domain) with C.Vs: **Qualified key expert across 11 domains** Relevant experience of each domain >=6 years (3 marks for each individual) Relevant experience of each domain less than 6 years and greater than 4 years (2 Marks for each individual) Relevant experience of each domain =3 years (1 Marks for each individual) **Certification** Certification in Relevant domain (1 Marks for certified person per domain)	44
III.		**List of business client** List of each client business amounting to 50M on average (3 Marks Per client) List of each client with business amounting less than 50M and greater than 20M (on average) (2 Marks per client) List of each client with business amounting less than 20M but greater than 10M on average (1 Marks per client) Otherwise=0	15

IV.	Complete complaint handling mechanism model with SLAs, ticketing and escalation (10 Marks) else (0 Marks)	10
V.	OEM/Partner letters (SAP or Microsoft) (3 Marks) for each partner letter else → 0	6
	Max. score	**100**

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