

Central Directorate of National Savings

Request for Proposal

For

**Third Party Service Provider (TPSP) for Telco Led Unified USSD Services,
integrated with PSO/PSP**

Government of Pakistan

Ministry of Finance

www.savings.gov.pk

Jan, 2024

Tender Notice

1. Central Directorate of National Savings, invites electronic bids on PPRA e-Pak Acquisition & Disposal System (EPADS) from well reputed commercially licensed TPSP & PSO/PSP providers duly approved by State Bank of Pakistan. PSO/PSPs who are registered with Tax Department in Pakistan for Third Party Service Provider (TPSP) for Telco Led Unified USSD Services, integrated with PSO/PSP for Account opening, Account linking, Collection Services, Disbursement Services, Bill Payments etc.
2. The detailed **Request for Proposals (RFPs)** which would be an integral part of this tender may be obtained from undersigned during office hours or can be downloaded from www.savings.gov.pk or www.ppra.org.pk
3. Bidders are required to submit their bids through PPRA EPAD System (www.eprocure.gov.pk) however the bid security in original amounting to Rs. 250,000/- (Rupees Two Hundred Fifty Thousand Only) in the shape of a Bank Draft/Pay Order/Demand Draft /CDR/Bankers Cheque/Cashier Cheque only in favor of “CDNS, Islamabad” must be delivered to CDNS on below mentioned address before bid submission closing date & time without which the proposal shall not be entertained/ accepted and be rejected straight away. Bid must be submitted online through EPADS as per schedule i.e. on **06.02.2024 up to 11:00 a.m.** Bids will be opened on the same day at **11:30 a.m** at Conference Room of Central Directorate of National Savings (CDNS), 23-N, Civic Centre, G-6 Markaz, Islamabad in the presence of the bidders or their representatives who wish to attend the proceedings.
4. The Procuring Agency reserves the right to reject any/all or a part of bids prior to the acceptance of a bid or proposal, for which reason(s) may be conveyed if desired in writing as per PPRA Rule-2004.
5. For any query related to this tender notice, please feel free to contact the undersigned.

Director (Operations)
Central Directorate of National Savings,
Ministry of Finance, 23-N, Savings House,
Civic Centre, G-6 Markaz, Islamabad
Ph: 051-9215753



1. Description of Work

Central Directorate of National Savings, Ministry of Finance invites sealed proposals/bids (Technical and Financial) from well reputed commercially licensed TPSP & PSO/PSP providers duly approved by State Bank of Pakistan. PSO/PSPs who are registered with Tax Department in Pakistan for Third Party Service Provider (TPSP) for Telco Led Unified USSD Services, integrated with PSO/PSP for Account opening, Account linking, Collection Services, Disbursement Services, Bill Payments etc.;

2. Timelines

- Bids submission deadline : **06.02-2024** 11:00 PST
- Opening of Technical Bids : **06.02.2024** 11:30 PST

3. Scope of Work

1) High Level Functional Requirements

1. The TPSP should be able to provide services for opening customer ASAAN Mobile Account in the CDNS Core banking system through unified USSD channel.
2. The TPSP shall be responsible to onboard all Telco's operating in Pakistan at its own cost.
3. The TPSP should be able to provide services for Account balance inquiry through unified USSD channel.
4. The TPSP should be able to provide services for the last 5 debit/credit transactions as a mini statement of account through unified USSD channel.
5. The TPSP should be able to provide services for On-Us Intra Bank Funds Transfer through unified USSD channel.
6. The TPSP should be able to provide services for off-us Inter Bank Funds Transfer through unified USSD channel.
7. The TPSP should be able to provide services for mobile connection Airtime Top-Up through unified USSD channel.
8. The TPSP should be able to provide services for Utility Bill Payments through unified USSD channel.
9. The TPSP should be able to provide services for closure of ATM Card blocking through unified USSD channel.
10. The TPSP should be able to provide service for MPIN & ATM PIN Reset by validating the last 4 digit of card through telco led unified USSD services.
11. TPSP must be approved, licensed and authorized by SBP for provision of telco led unified USSD services.
12. TPSP must comply and licensed with PTA and SBP's regulations and guidelines.
13. A Regulatory approval for allocation of short code will be available with the TPSP
14. TPSP should be able to provide the services to purchase National saving schemes via USSD channel.
15. TPSP should be able to provide the service of encashment of national saving product within link account.
16. TPSP should provide reports of all the transactions according to the CDNS's functional requirements and to meet SBP's reporting requirements.
17. Bidder(s) to provide detailed functional requirements within their respective proposals that should include, but not limited to, the above-mentioned functional requirements.



18. The Solution should be proposed along with at-least 6 months warranty period after Go-Live. Besides the AMC for the complete solution which shall commence after the completion of the 6-month warranty period.

19. Reconciliation

- a) Web portal support to generate daily settlement reports for Mobile recharge and other M-Commerce transactions with bifurcation on CDNS's commission and amount payable.
- b) Provision to provide additional software package for reconciliation of Fund transfer transactions and M-Commerce (Mobile Recharge/ Bill Payment, etc.) transactions.
- c) Reconciliation and Balancing of all types of transactions with CBA and integrated system should be done on daily basis.

In addition, the proposal should include the following:

- Security framework (e.g. data transmission, customer access, etc.)
- Support various business model, including (but not limit) to AMA scheme.
- Third party System Integration with CDNS core business application will be responsibility of USSD service provider. CDNS will engage existing vendor to provide detail APIs and assist in integration. If there is any hardware or development requirement for enablement of APIs for USSD functionality in CDNS Core Business Application, it will be catered by CDNS.
- Performance Benchmarks (e.g. Transaction throughput capacity, data storage limitations)
- Information on System Controls and Technical Transaction Workflows
- Availability of transactions trail data
- Information on Technology framework
- Project Implementation methodology and Phase wise approach (if any)
- Post Go-Live support framework (Should include SLA related information)
- Information on training program with respect to proposed solution

Important Note:

- a. The Procuring Agency reserves the right to reject any or part of bid or all bids prior to acceptance of bid or proposal for which the reason may be conveyed if desired in line with PPR-33.
- b. Each page of bids (Technical & Financial) must be signed and stamped by vendor.
- c. **No document will be accepted after bids submission deadline.** However, Procuring Agency reserves the right to ask for any clarification / document, if deemed necessary.



4. Payment

The payment shall be made on quarterly basis. However, the payment schedule can be finalized during agreement with successful bidder(s).

4.1 TERM OF CONTRACT

The Contract for “Provisioning for Telco Led Unified USSD Services, integrated with PSO/PSP for Account opening, Account linking, Collection Services, Disbursement Services, Bill Payments etc., along with related implementation and support & managed services for CDNS (Central Directorate of National Savings)” shall be for 5 years from the effective date of the Contract and upon satisfactory performance shall be extendable for further two years on yearly basis. Procuring Agency reserve the right to terminate the agreement at any time due to unsatisfactory performance or due to any other reason etc. for which vendor will be informed.

5. Format for Technical Proposals

The technical proposal should be comprehensively prepared, structured and presented in the **form of chapters** to include, but not necessarily be limited to, the following information. Support material should not be part of the main proposal but should be placed in annexure.

The bidders are requested to submit the technical proposal, which at least shall include the following sections.

1. Executive Summary
2. Company Profile
3. Proposed Project Management and Service Delivery Approach
4. Technical Specifications of Proposed Services
5. Detailed Information on Functional features available in proposed services
 - a. Features related to security, controls, and User Interfaces to be included.
6. IT Infrastructure related hardware, and software (e.g. Operating System, database server) licensing requirements
7. Information on IT Security and related certification
8. Availability of Disaster Recovery Site with information on RTO and RPO
9. Proposed Integration Timelines (Based on high level requirements provided in this RFP)
10. Reference from at least 2 Financial Institutions in Pakistan with reference to similar services provided to customer. Reference information should include, but not limited to:
 - a. Name of Customer
 - b. Service Provided
 - c. Scope of work provided by bidder.
 - d. Customer Reference Contact Name
 - e. Customer Reference Contact Number (Office and Mobile). Office number is mandatory

- f. Designation of the Customer Reference Contact Person
- g. Year service was provided for this reference.
- 11. Bidder to provide stamped copy of this RFP (Must contain Bidder's stamp)
- 12. Annexure — Evidence
 - a. PSO/PSP license covering Switching, Routing, Clearing and Settlement functions/Approval for Launch of Electronic Payment Gateway from SBP for provisioning of Inter-Bank Fund Transfer (IBFT).
 - b. Provided Middleware should be from SSLC Qualified Vendor Or the Middleware be valid PA-DSS Certified.
 - c. TPSP License from PTA for Financial and Application Services in Pakistan
 - d. Commencement Certificate to TPSP from PTA for Class Financial and Application Services.
 - e. Authorization from SBP for TPSP Operations under Regulations for Mobile Banking Interoperability
 - f. GST/NTN Certificate
 - g. Organization Incorporation Certificate
 - h. Similar Assignments and References
 - i. Organizational Financial Strength
 - j. Audited Statement (Profit and Loss, Balance Sheet, and Cash Flow Statements)
- 13. Project implementation methodology
- 14. Company innovation strategy along with Research and development strategy for the product.

Note: During the technical evaluation a bidder or all bidders may be called for detailed technical presentation/clarification, if desired by the procuring agency for which all costs and risks shall be borne by the bidder.

5.1 General

The bidders should provide the following.

- i. Name of the participating firm/company or participating organizations (if more than one) in the responding JV/consortium (along with proof of JV/ consortium etc.), including their scope of involvement and proper authorization to lead bidder for carrying out all transactions/commitments etc. on the behalf of JV/ consortium partner.
- ii. Number of years of incorporation of the participating firm/company/bidder or participating organizations (if more than one). Please provide copy of certificate of incorporation under section 32 of the companies' ordinance 1984 as amended time to time issued by SECP.
- iii. **Value, Size and Nature** of Contracts in hand and Contracts completed, in tabular form as mentioned in article 5.3
- iv. Each page of the Technical & Financial Bid should be signed and stamped by the authorized representative of the bidder(s).
- v. 100% compliance of this RFP/ Tender Notice.

- vi. Any bid received after the deadline/ Closing date and time (as mentioned in tender notice) will not be entertained and returned unopened to the Bidder/its postal address whichever the case may be.

5.2 Financial Capabilities

The bidder(s) shall describe the financial position/ strength/ soundness of its company/bidder/JV/ consortium.. Additionally, the bidder shall provide information (including **financial value of projects**) on any major projects that have been awarded to them or their business partners, where it is felt that this would be beneficial in supporting their response to this RFP. The **National Tax Numbers and Sales Tax Registration Numbers** of the company/bidder/JV/ consortium should also be indicated (**Photocopies of concerned documents should be attached with technical proposal**).

- Two years of financial audit report of the firms are required with a separate document detailing total revenue earned relevant to the services required.
- Deliverables
- Work Plan
- Technical Team Composition with Certificates
- Annexure - Evidence a) GST/NTN Certificate b) Organization's establishment and Affiliation with SECP / FBR c) Undertaking of Non-Black Listing on Rs. 100 Stamp Paper duly verified by Oath Commissioner/Notary Public d) Similar Assignments and References as per eligibility Criteria (Local and/ or International) e) Team Certificates & Resumes f) Organizational Financial Strength /Audited Statement.

5.3 Relevant Experience

Bidder should mention its experience of doing business for example working with Banks/ Financial Institutions /Government / Semi Government / Autonomous/Private Sector or Financial Sector Organization etc; Bidder should provide the details of experience in similar contracts (if any). Photocopies of proofs (work orders or completion certificate or copy of relevant pages of agreements etc;) of such work may also be attached with proper referencing of Page Numbers in technical bid.

Sr. No.	Brief of Project Nature	Value of Project	Size of Project (e.g. No. of customers/ transactions)	Support Provided to Client	Name of the Client with Contact person & Contact Details
1					
2					

* Add further rows for more Projects



5.4 Staff assigned to the Project.

The bidder must have adequate relevant professionals on their pay roll, working for bidder at least for two year. List of personnel who will be working on this assignment, their names and roles should be provided with at-least one resource from the following domain or category

Resource Domain / Category	Qualification	Minimum Experience
Manager Telecom Service	Graduate	At-least 3 years of industry experience.
Project Manager	Masters	The resource to be assigned should be employee of Bidder since last two years.
Developer	Graduate	
Quality Assurance Officer	Graduate	
Business Analyst	Graduate	

6. General Terms & Conditions

6.1 Bid Security/Bid Bond

Bidders are required to submit their bids through PPRA EPAD System (www.eprocure.gov.pk) however the bid security in original amounting to Rs. 250,000/- (Rupees Two Hundred Fifty Thousand Only) in the shape of a Bank Draft/Pay Order/Demand Draft /CDR/Bankers Cheque/Cashier Cheque only in favor of “CDNS, Islamabad” must be delivered to CDNS on mentioned address as per tender notice before bid submission closing date & time without which the proposal shall not be entertained/ accepted and be rejected straight away. If a bidder withdraws its bid during the procurement process or a successful bidder fails to acknowledge the letter of acceptance/signing of agreement etc.; in such scenarios the Procuring Agency reserves the right to forfeit the Bid Security besides taking other necessary actions under the law of the Land. Further the Procuring Agency may ask the second most advantageous bidder for award of contract and so on (as per its convenience) if most advantageous one fails to comply. The bid security of unsuccessful bidder(s) may be released after contract signing with successful bidder. The bid security of successful bidder may be released after signing of the agreement and provision of the Performance Bank Guarantee.

6.2 Validity of proposal

All proposal and price shall remain valid for a period of at least **180 days** from the closing date of the submission of the proposal/bid as mentioned in tender notice.

6.3 Performance Bank Guarantee

6.3.1 The Service Provider to submit an un-conditional and irrevocable (“PBG”) as per below terms:

A) Performance Guarantee Against One Time cost quoted in the Financial Bid:

(i) A sum equivalent to 05% (Five Percent) for the One Time Cost as described in Financial Bid shall be against Serial # 1 “One-Time Cost of USSD Platform – Infrastructure, Development, Integration, Installation & Configuration” of Section – A of Financial Proposal and before raising the first invoice against the signed agreement.

(ii) The PBG shall be released to Service Provider by the CDNS upon successful completion of the Agreement.

6.3.2 The (“PBG”) shall be submitted on or before raising invoices. This (“PBG”) shall be issued by any scheduled bank operating in Pakistan and the value for the outstanding deliverables of the contract will remain valid until the final and formal termination of Contract by CDNS.

6.3.3 The CDNS may forfeit the (“PBG”) if the Service Providers performance found to be poor or breaches any of its obligations under the contract agreement or published RFP besides considerations for black listing the Service Provider or any other action taken under the law or waive off all or partially based on sound justification that may be beyond its normal control, provided by the Service Provider and up to the satisfaction of CDNS but the decision in this regard would be the sole discretion of the CDNS and in no way, the vendor may consider it as its Right.

6.4 Penalty Clause

In case of delay in following timelines, the Procuring Agency reserves the right to impose penalty of amounting to Rs. 1,000/- (Rupees one thousand) after 24 hours (time shall start from complaint lodging) per day and amounting to Rs. 2,000/- (Rupees two thousand) after 48 hours (time shall start from complaint lodging) per day, besides considerations for blacklisting the vendor/ service provider or any other action taken under the law. The procuring agency reserves the rights to relax the penalty clause in case of satisfactory written justification/ evidence provided by vendor for delay.

6.5 Currency

All currency in the proposal shall be quoted in Pak Rupees (PKR) only otherwise bid(s) would be rejected.

6.6 Withholding Tax, Sales Tax and other Taxes/Levies/ Duties

The bidder is hereby informed that the Government shall deduct tax/duties at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered purchase/supply by any bidder who signs the contract with the Government. The bidder will be responsible for payment of all taxes/duties on transactions and/or income, which may be levied by government from time to time.

6.7 Contracting (Signing of Agreement)

The selected vendor will submit Contract, for which draft may be obtained from procuring agency, and be signed on a stamp paper of Rs. 1000/- (which shall be notarized properly) within **ten (10) days** of issuance of Work Order/letter of acceptance.

6.8 Governing Law

This RFP and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The Government of Pakistan and all bidders responding to this RFP and parties to any contract executed pursuant to this RFP shall submit to the exclusive jurisdiction to Honourable Courts at **Islamabad only**.

6.9 Acceptance Criteria

As per PPRA Rule 36(b) - Single Stage-Two envelope procedure, the proposals will be evaluated technically first. The Technical and Financial Proposals shall be allocated 60 and 40 marks respectively. In Evaluation of Technical Bids 36 out of 60 marks are the qualifying marks. Financial bids of only technically qualified bidders will be opened. The distribution of 100 marks and formulae of financial bids evaluations will be as follows.

Technical Proposal (T) = 60 Marks. (36 are qualifying marks)

Financial Proposal (F) = 40 Marks.

Total (T+F) = 100 Marks.

The technical proposals/ bids securing 36 marks i.e., 60% of total marks (60) allocated for Technical Proposals or more in the technical evaluation will qualify for the next stage, i.e., financial bid opening. The bids of bidders securing less than 36 marks (qualifying marks) in technical evaluation shall be rejected and financial bids shall be returned to them unopened. The bidder whose quoted prices are lowest will get the maximum marks (i.e., 40 marks) in financial evaluation using formulae given below:

(A) Bid Ratio = (a) Lowest quoted price / (b) Quoted price for which financial marks are required

[For lowest it would be 1]

(B) Bid Ratio x 40 = Financial marks of (b)

The cumulative effect of both Technical and Financial marks shall determine the position of the bidders.

The contract may be awarded to the bidder(s) whose bid is approved based on evaluation to be **“Most Advantageous Bid”** as per PPRA Rules.

Note: -

- a. The proposal from any firm which is blacklisted from any government entity will not be considered.
- b. For the Evaluation of Financial Proposal/Bid Evaluation only the Proposal/Bid quoted against Section-A of the “Format for the Financial Proposal” shall be considered.
- c. All Bidder are also required to quote against each transaction type for Serial # 1-19 “Per Transaction Cost” under Section-B “Format for Financial Bid.”

6.10 Ownership

The ownership of all products and services rendered under any contract arising as a result of this RFP/Tender Documents, will be the sole property of Central Directorate of National Savings.

6.11 Responsiveness Test/Initial Screening

Prior to the Technical Evaluation of the Technical Bids, All the Technical Bids shall be examined for the responsiveness Test/ Initial Screening based on following parameters which are pre-requisites and be considered as must meet requirements; non-compliance of any of following clause shall disqualify the

bidder(s) straight away. **All bidders are required to submit compliance sheet/page containing the Reference Page # in Technical Bid of proof.**

- 6.11.1 Bidders have legal presence in Pakistan for doing business for at least 03 years. Please attach SECP certificate
- 6.11.2 The bidders must be registered with Taxation department and are on Active Tax Payer List with the registration status for Income Tax as “**ACTIVE**” and for sales Tax “**OPERATIVE**”.
- 6.11.3 Have been in business/service support for at least 02 years. Please provide purchase order.
- 6.11.4 The Bidder should have the minimum average annual turnover of Rs. 20 million for the last two years and are required to submit valid proof to this effect. e.g., audited financial statements for this period or any other evidence.
- 6.11.5 Affidavit on stamp paper (**original and latest**) of **Rs. 100/-** duly attested by Notary Public/Oath Commissioner and signed by bidder, describing that bidder is not blacklisted from any government department and not suit is pending against them.
- 6.11.6 Bid security as an earnest money of required amount and shape, placed in the sealed Envelope of **Technical Proposal/Bid**.
- 6.11.7 Bidders must meet following requirements with documentary proof:
 - a. PSO/PSP license covering Switching, Routing, Clearing and Settlement functions/Approval for Launch of Electronic Payment Gateway from SBP for provisioning of Inter-Bank Fund Transfer (IBFT).
 - b. Provided Middleware should be from SSLC Qualified Vendor Or the Middleware be valid PA-DSS Certified.
 - c. TPSP License from PTA for Financial and Application Services in Pakistan
 - d. Commencement Certificate to TPSP from PTA for Class Financial and Application Services.
 - e. Authorization from SBP for TPSP Operations under Regulations for Mobile Banking Interoperability

Note: Non-compliance of any clause/article of this RFP, concealment or sharing misleading facts may lead to disqualify the bidder(s) at any stage from bidding process.

The detailed Technical Evaluation will be conducted for only those bidders whose bids are found to be responsive in Responsiveness Test/Initial Screening as per clause (6.11) of this RFP.

Note. Any attempt directly or indirectly to influence the working of Purchase or Technical Committee of the Procuring Agency or using any unfair means by the participating bidder(s)/ firm(s) shall result in dis-qualification from bidding process straightaway

7. Instructions To Bidders

7.1 Communication

For any clarification to this RFP may be sought from:

Director (Operations)

Central Directorate of National Savings

Ministry Of Finance.

GOVERNMENT OF PAKISTAN

23-N, Savings House, G-6 Civic center, Islamabad.

Direct: 051-921-5753, Fax: +92-51-9215761-62

7.2 Submission of Proposal

Separate technical and financial bids must be marked on envelopes “**Technical Bid**” & “**Financial Bid**” sealed and packed in another single envelope be submitted within due date and time.

7.3 Mode of Delivery of Bids and Address

Proposals shall be delivered by hand or by Dak (through Pakistan Postal Service)/courier so as to reach the address given at clause 7.1 by the due date and time. Late submission of the Proposals shall not be entertained and returned to the respective bidder(s) unopened.

7.4 Disclosure/ Integrity Pact

Service provider 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 (GoP) 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 the Service provider 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.

By signing this agreement, the Service provider certify 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.

By signing this agreement, the Service provider 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, Service provider 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 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 GoP.

7.5 Force Majeure

A “Force Majeure Event” shall mean act of God or man mad activities or any event or circumstance or combination of events or circumstances that are beyond the control of a Party and that on or after the date of signing of this Agreement, materially and adversely affects the performance by that Party of its obligations or the enjoyment by that Party of its

rights under or pursuant to this Agreement; provided, however, that any such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” within the meaning of this Section to the extent that such material and adverse effect could have been prevented, overcome, or remedied in whole or in part by the affected Party through the exercise of due diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Sites and the Facilities, as the case may be, from a casualty or other reasonably foreseeable event, which acts or activities are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of the protection measures. “Force Majeure Events” hereunder shall include each of the following events and circumstances that occur inside or directly involve Pakistan, but only to the extent that each satisfies the above requirements:

Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage; strikes, works to rule or go-slows that extend beyond the Sites, are widespread or nationwide; Change in Laws of Pakistan; Other events beyond the reasonable control of the affected Party, including, but not limited to, uncontrollable events, namely, lightning, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado, epidemic or plague, radioactive contamination or ionizing radiation.

Notification Obligations

If by reason of a Force Majeure Event, a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:

Give the other Party notice of the Force Majeure Event(s) as soon as practicable, but in any event, not later than Fourteen (14) Days.

Give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonably determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform the obligations, and other relevant matters as soon as practicable, but in any event, not later than fifteen (15) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party.

Failure by the affected Party to give notice of a Force Majeure Event to the other Party within the seven (7) Days period shall not prevent the affected Party from giving such notice at a later time; the affected Party shall be excused for such failure or delay from the date of commencement of the relevant Force Majeure Event.

Duty to Mitigate

The affected party shall use all efforts to mitigate the effects of a Force Majeure Event, including, but not limited to, the payment of all such sums of money by or on behalf of the affected Party, which sums are reasonable in light of the likely efficacy of the mitigation measures. Other than for breaches of this Agreement by the other Party, and without prejudice to the affected Party’s rights to indemnification pursuant to Article, the other Party shall not bear any liability for any Loss or expense suffered by the affected Party as a result of a Force Majeure Event.

7.6 Grievance Redressal

Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen (15) days after the announcement of the bid evaluation report to the Grievance Redressal Committee of Procuring Agency. The Committee for the purpose is already notified at PPRA Website.

7.7 Amicable Settlement

- 7.7.1 Any dispute, controversy or claim arising out of or relating to this Contract/RFP, or the breach, termination or invalidity thereof, shall be resolved through negotiation in an amicable and friendly manner between the parties. The Parties shall seek to resolve any dispute amicably by mutual consultation and discussion at the appropriate level of Parties or through the committee constituted, representing members from both sides, whichever is suitable to reach the amicable solution of dispute.
- 7.7.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within thirty (30) days after receipt. If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, Following shall apply.

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Failing amicable settlement, the dispute, differences or claims, as the case may be, shall be finally settled by binding arbitration in accordance with the provisions of the Arbitration Act 1940 amended time to time of Pakistan.
2. The arbitration shall be conducted at Islamabad, Pakistan before an arbitration panel comprising three (3) members, one to be nominated by each Party and the third nominated by the first two nominees (collectively, "arbitration panel").
3. The fees and expenses of the arbitrators and all other expenses of the arbitration shall initially be borne and paid equally by both the Parties, subject to determination by the arbitration panel. The arbitration panel may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.
4. Any decision or award resulting from the arbitration shall be final and binding upon the Parties. The Parties agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets, wherever they may be found, and that a judgment upon the arbitral award may be entered in Honorable Courts having jurisdiction at Islamabad only.
5. Pending the submission of and/or decision on a dispute difference or claim or until the arbitral award is published the Parties shall continue to perform all of their obligations under the Contract.
6. In case of non-settlement of dispute through amicable settlement or arbitration, the party may submit appeal to **honorable courts having exclusive jurisdiction of Islamabad only.**

7. Technical Evaluation Criteria (70 Marks)

No	Evaluation Factors and Description		Maximum Marks
1	Interconnect Agreements with Telecom Operators		15
1.1	Interconnect agreement with 4 telecom operators	15	
1.2	Interconnect agreement with 3 telecom operators	10	
1.3	Interconnect agreement with less than 3 telecom operators	0	
2	The Bidder average Annual turnover for the Last 02 Years (audited financial Statement required for last 2 years)		10
2.1	> = 100 million	10	
2.2	> = 70 million & < 100 million	8	
2.3	> = 50 million & < 70 million	6	
2.4	> = 30 million & < 50 million	4	
2.5	> = 20 million & < 30 million	2	
3	Dispute Resolution Mechanism		5
3.1	Dispute resolution mechanism in place and operational	5	
3.2	No dispute resolution mechanism in place	0	
4	Agreements with Banks for USSD Services (Copy of Agreements to be attached)		15
4.1	> = 10 Banks	15	
4.2	> = 7 and < = 9 Banks	10	
4.3	> = 5 and < = 6 Banks	5	
4.4	less than 5 Banks	0	
5	Bidder's Experience of Successful Implementation of USSD Services		5
5.1	Company experience with at least 5 banks	5	
5.2	Company experience with less than 5 Banks	0	
6	Experience of Proposed Technical Team with Experience on USSD Services		10
6.1	Experience of Proposed Technical Team with Minimum 2 years on company payroll	10	
6.2	Experience of Proposed Technical Team with less than 2 years on company payroll	0	
	Total Score		60



Format for Financial Proposal (40 Marks)

Section -A (To be Considered / Used for Financial Evaluation)

Note: - Please read carefully the explanation given at the bottom of this Financial Template

Serial #	ITEM					Cost
1	One-Time Cost					Price in PKR
	One-Time Cost of USSD Platform – Infrastructure, Development, Integration, Installation & Configuration					
2*	Per Year Maintenance Cost					Total Five Years Maintenance Cost (PKR)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Grand Total (Sr # 1 + Sr #2) [to be used for bid evaluation]						PKR _____

*** Bidder must quote the cost for each year separately and then add the total for Five Years which shall be used for Financial Bid Evaluation including Serial # 1**

Authorized Signature: _____

Full Name: _____

Designation: _____

Stamp:

Section -B (Must be submitted within Financial Bid by Each Bidder)

Serial #	ITEM	Cost
	Per Transaction Cost	Price in PKR per transaction
1	New Account Opening / Linking of Existing account	
2	MPIN Creation	
3	MPIN Change	
4	MPIN Reset/Forgot PIN	
5	Balance & Profit Inquiry	
6	Local Funds Transfer	
7	Inter Bank Funds Transfer	
8	Bill Payment	
9	Mobile Top-up	
10	Mini Statement	
11	Digital Bonds (purchase, encashment)	
12	Digital National Savings Schemes (Purchase, Encashment)	
13	Investment Calculator	
14	Linking Account to RAAST	
15	ATM/Debit Card activation request	
16	Debit Card Pin creation	
17	Debit Card Blocking Request	
18	Add Correlation	
19	Delink- Correlation	

Authorized Signature: _____

Full Name: _____

Designation: _____

Stamp:

Note: -

- Bidders must submit the financial bid inclusive of all applicable taxes as per the format given above.
- All the bidders must quote against each category given in the above table.
- For the Financial Proposal/Bid Evaluation only the Bid quoted against **“Section -A”** of the Format for **Financial Proposal** shall be considered.
- The cost/bid against all sub-category from **Serial # 1-19 “Per Transaction Cost”** of the table under Section-B of all the technically qualified bidders shall be compared separately and shall not be used for Scoring/Evaluation of the Financial Proposal/Bid.
- In case, where the Cost/bid of **“successful/Most Advantageous Bidder”** in any or all the sub-categories of Section-B are higher than the cost/bids of other technically qualified bidders, then the lowest cost/bid against the category shall be treated as cost/bid for the **“Most Advantageous Bidder”** and the Successful Bidder shall

be bound to comply with that rate/cost. The same is explained through the example given in the following table:

Example (for Understanding purpose only)

Serial #	Per Transaction Cost	Price Quoted (in PKR) by		
		Bidder A	Bidder B	Bidder C
1	New Account Opening / Linking of Existing account	4	1	2
2	MPIN Creation	3	5	2
3	MPIN Change	5	4	3
4	MPIN Reset/Forgot PIN	4	3	2
5	Balance & Profit Inquiry	2	3	2
6	Local Funds Transfer	4	3	2
7	Inter Bank Funds Transfer	5	3	2.5
8	Bill Payment	3	3	2
9	Mobile Top-up	6	3	2
10	Mini Statement	4	3	2
11	Digital Bonds (purchase, encashment)	4	3	2
12	Digital National Savings Schemes (Purchase, Encashment)	1	3	2
13	Investment Calculator	4	3	2
14	Linking Account to RAAST	4	3	2
15	ATM/Debit Card activation request	0.5	3	2
16	Debit Card Pin creation	4	3	2
17	Debit Card Blocking Request	4	3	2
18	Add Correlation	4	3	2
19	Delink- Correlation	4	3	5

Suppose Bidder A has won the bid based on marks of technical and financial bid but in category C has reported per transaction cost higher than bidder B and C. Now the following rates/cost will be applicable for Bidder A:

Serial #	Per Transaction Cost	Price applicable on Bidder A
1	New Account Opening / Linking of Existing account	1
2	MPIN Creation	2
3	MPIN Change	3
4	MPIN Reset/Forgot PIN	2
5	Balance & Profit Inquiry	2
6	Local Funds Transfer	2
7	Inter Bank Funds Transfer	2.5
8	Bill Payment	2
9	Mobile Top-up	2
10	Mini Statement	2



11	Digital Bonds (purchase, encashment)	2
12	Digital National Savings Schemes (Purchase, Encashment)	1
13	Investment Calculator	2
14	Linking Account to RAAST	2
15	ATM/Debit Card activation request	0.5
16	Debit Card Pin creation	2
17	Debit Card Blocking Request	2
18	Add Correlation	2
19	Delink- Correlation	3