

# **Tender Document**

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## **MAINTENANCE & UP-GRADATION OF DRIVING LICENSE ISSUANCE MANAGEMENT SYSTEM**

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### **Punjab Information Technology Board**

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URL: [www.pitb.gov.pk](http://www.pitb.gov.pk)

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# Invitation to Bid

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## 1.0 Introduction

Punjab Information Technology Board (hereinafter referred to as “the Purchaser”) invites / requests sealed proposals (hereinafter referred to as “the Tenders”) for the maintenance and up-gradation of a robust **Driving License Issuance Management System** based on Enterprise-Level Products. The Project aims to enhance the current IT infrastructure in Punjab Government, to improve internal communications, facilitate service delivery to public offices and provide appropriate, transparent and speedy access of information. Proponents applying for bids should submit two separate **bids/envelopes for Financial Proposal and Technical Proposal**.

## 1.1 PPRA Rules to be followed

Punjab Procurement Rules 2009 will be strictly followed. These may be obtained from: <http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2009.

## 1.2 Mode of Advertisement(s)

As per Rule 12(1), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

The bidding document carrying all details can be downloaded from PITB website <http://www.pitb.gov.pk> for information only. All the perspective bidders Must collect the bidding document on production of a deposit slip of PKR.500/- of PITB A/C No. UBL 1534-9, SAM Branch, LCCI, Lahore from account's office PITB.

### 1.3 Type of Competitive Bidding

As per Rule 36(b), Single Stage-Two Envelope Procedure shall be followed. This is as follows:

- i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- v. The procuring agency shall evaluate the technical proposal in a manner prescribed in Section evaluation of this document, without reference to the price and reject any proposal which does not conform to the specified requirements.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders; and
- ix. The bid found to be the technically qualified and financially lowest evaluated bid shall be accepted.

In accordance with these rules, interested companies (hereinafter referred

to as “Contractors”) applying for bids should submit two separate bids/envelopes for Financial Proposal and Technical Proposal.

#### 1.4 Bidding Details

All the bids must:

- Be accompanied by a call deposit **(CDR) of 02% of quoted price in favor of “Punjab Information Technology Board”**.
- Be submitted along with the CDR, Tender Forms, Affidavits, etc.,
- Be delivered to the office of the Accounts Officer, Punjab Information Technology Board Lahore on or before 1500 hours on **May 02<sup>nd</sup>, 2011**.

The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, Lahore, 15-1-C Model Town, Lahore, at 1530 hours on **May 02<sup>nd</sup>, 2011**.

Bidders must submit bids on the basis of complete services. Failure to meet this condition will cause disqualification of the bidder.

Bidders shall submit bids which comply with the Bidding Documents. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on “Determination of Responsiveness of Bid” regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents. The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

As authority competent to accept the tender, the Purchaser reserves the right to accept or reject one or all bids without assigning any reason thereof.

Failure to supply services within the specified time period will invoke penalty as specified in this document. In addition to that, Call Deposit (CDR) amount will be forfeited and the company will not be allowed to participate in future tenders as well.

## 2.0 PROJECT OBJECTIVE / SCOPE OF WORK

Driving License Authority has been issuing the licenses to the successful drivers for years. Driving license department has its Licensing authorities in all 36 districts of Punjab that issue licenses to the drivers as per their scrutiny process mainly in the areas of medical fitness, awareness of traffic rules and driving capabilities.

Driving License Issuance Management System (DLIMS) Phase-II automates the processes for driving license issuance, renewal and upgrades. These activities are carried out throughout the province of Punjab. This system provides quick processing service to public and up to date statistics to authorities by using state of art technology and equipment. The system redefines the issuance process of all types of licenses by using a centralized network and liberates the driver to get the license issued or renewed from any Driving licensing authority across the province. The Punjab Information Technology Board, Government of Punjab requires vendor for providing development, maintenance and support services along with software enhancements to convert existing application to a centralized web based DLIMS system.

The current Driving License Issuance Management System has the following features:

1. **Easy Processing:** The system takes a hassle free approach towards applying and receiving a Driving License.
2. **Data Management:** The system manages citizen's driving licenses and traffic violation data.
3. **Authenticity:** The resultant driving license comes with extra security measures which avoid the issuance of the fake license.
4. **Reporting:** System provides extensive reporting options to management.

5. **Scalability:** System is scalable to integrate with other systems and networks of the province and the country as per the need.

## 2.1 System Architecture

### Existing system Architecture:

Three (03) tier architecture is used for the deployment of current system involving Application Server, Database Server and client machine.

Hence the front end of the application is developed using Oracle Forms version 6 and for the back end database Oracle 9i is used.

### Required System Architecture:

The required DLIMS system will be a centralized web based system to cater to the ever increasing needs for implementing IT infrastructure into Punjab Government.

## 3.0 EXISTING SOLUTION UNDERSTANDING

The current Driving License Issuance and Management System (DLIMS) solution involves following major modules, all integrated for information sharing:

1. Issuance, Renewal and Management of Licenses
  - a. Issuance and Renewal of Learner Driving Permit
  - b. Issuance and Renewal of Regular License
  - c. Issuance of International License
2. Tickets for Traffic Violations
3. Administration
4. Reports

### 3.1 Issuance and Management of Licenses

In this module different types of licenses are issued to the applicants. Application is received by Relevant Data Entry Operator, along with the required documents

and it is forwarded for approval. Issuance Decision is taken by the approving authority under the condition of mandatory Driving test and medical exams if applicant is above a specific age. Prints of all types of licenses can be issued by the duty Data Entry Person. Issuance and Management of Licenses module deals in following types of licenses:

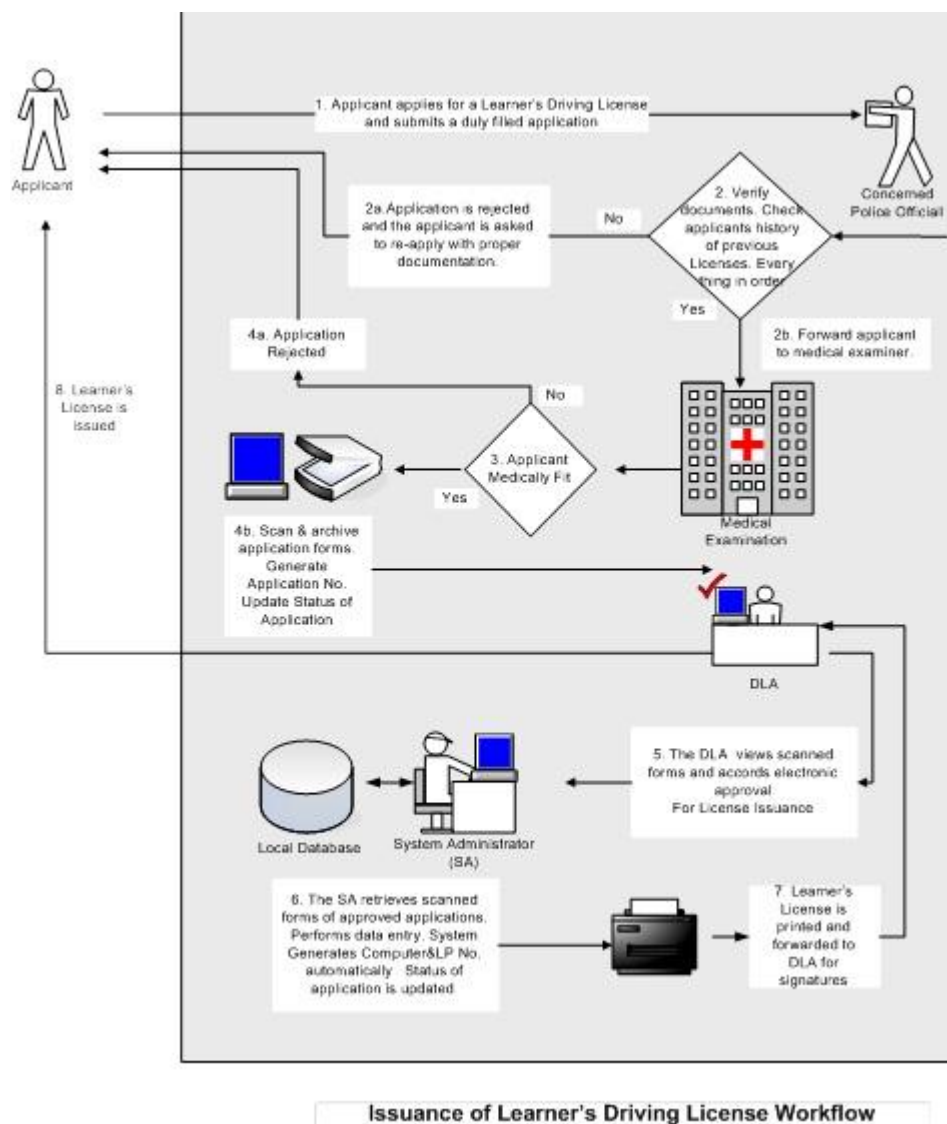
#### **3.1.1 Issuance of Learner Driving Permit**

In Issuance of Learner Driving Permit sub-module, applicant submits the application for specific vehicle. Picture and thumb impressions of applicant can be taken, and attached to application. Separate Learner permits can be issued for each vehicle. Learner Driving Permit is valid up to 6 months.

Driving Learner Permit can be renewed three times. Same application process is followed each time under learner renewal function without taking picture and thumb impression. Following functions are available in Driving Learner Permit module:

- Receive Application for Learner
- Photo Studio
- New Learner Permit Printing
- Receive Application for renewal of Learner
- Learner Permit Renewal Processing
- Renewed Driving Learner Printing
- Periodically Issue New Learner Report
- Periodically Issue Renewed Learner Report



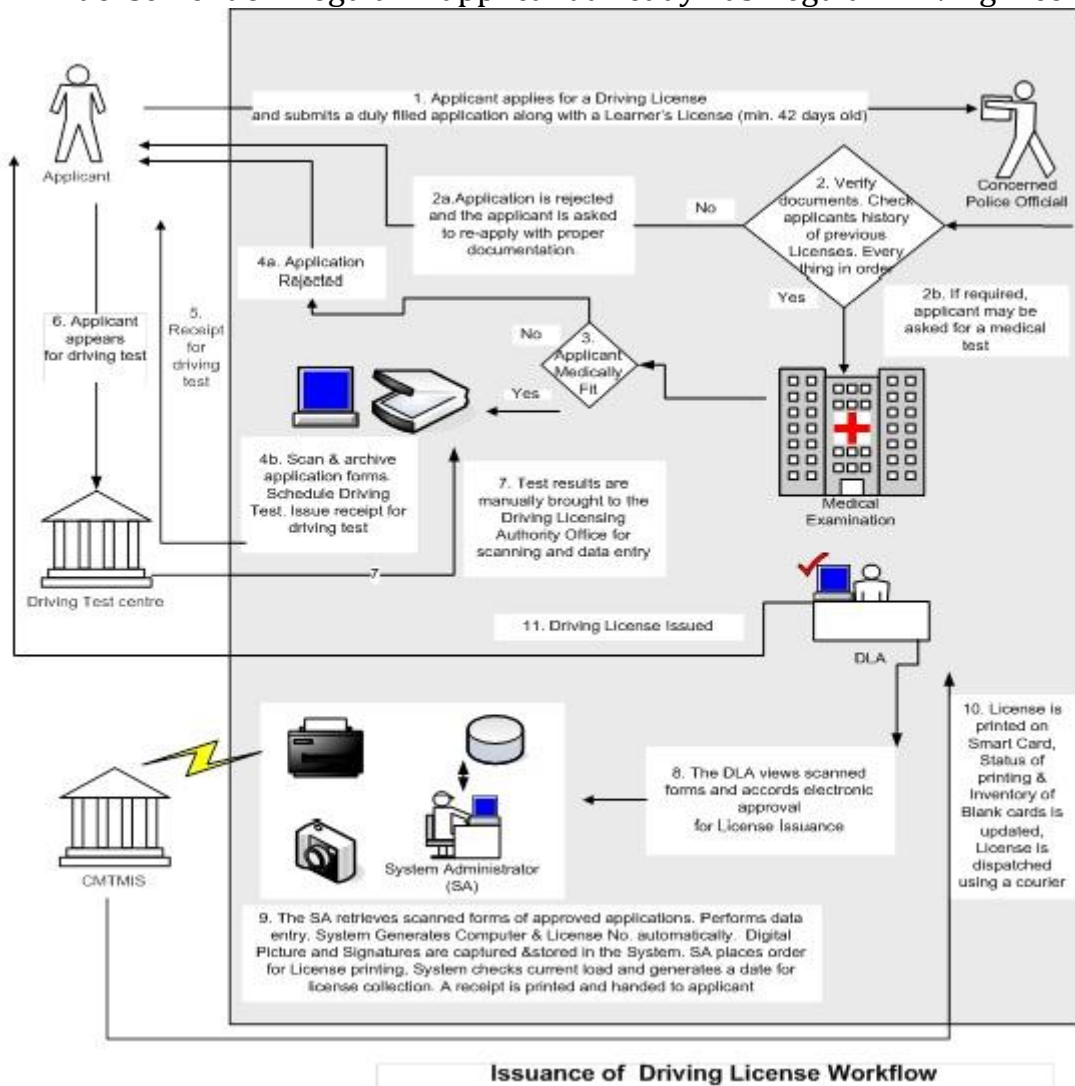


### 3.1.2 Issuance of Regular License

Application for Regular Driving License can be submitted after a specified period for Driving Learner Permit has lapsed. Medical fitness test and driving test for all types of vehicles are needed for this sub-module. License for new vehicle category, waive off for learner period, duplicate and renewal of regular driving license can also be issued through this module as per rules and conditions. Regular Driving License is valid up to 5 years. Following are the main functions Regular Driving License:

- Condone Regular License
- Old Regular Driving License Entry (in case of previous booklet license)
- Driving License Suspension / Cancellation.
- Driving License reactivation
- Driving License Inquiry

- Driving License Delivery
- Renewal of Regular License
- Duplicate of Regular License
- Endorsement on Regular if applicant already has Regular Driving License



### 3.1.3 Issuance of International License

In this sub-module International Driving License can be applied for if the applicant has Regular Driving License, valid Passport and Visa. The sub-module keeps track of license expiry. International Driving License is valid up to 1 year.

Following are the main functions of International Driving License module:

- Receive application for International Driving License.
- Photo Studio
- Medical Test

- Approval of Application
- Printing International Driving License
- Issuance of International Driving License
- Inquiry on driving License
- Cancellation of Driving License
- Reactivation of Driving License

### **3.2 Tickets for Traffic Violations**

In this module a Challan can be issued to an offender who commits any traffic violations. After the Challan payment is made status of offender's Challan is updated in the system. If the offender appeals in court against the Challan and is found innocent, then the Challan can be cancelled.

Following are the main functions of Tickets and Traffic violations module:

- Challan Issuance
- Challan Payment
- Challan Cancellation

### **3.3 Administration**

In this module the Administrator manages the users, groups and different types of setups related to application processing.

Administration module maintains following information:

- Application Status updates
- Blood Groups
- Citizen Type
- Collection Centre Type
- Designation
- Employee
- License Type

- Payment Modes
- Application Fee
- Application Type
- District
- City
- Collection Centre
- Document
- License Status
- Penalty Details
- Vehicle Types
- Violations
- User Administration
  - View User
  - Create New User
  - Delete Existing User
  - Modify Existing User
- User Groups
  - Create New Group
  - Delete Group
  - Assign User
  - Assign Privileges
- Login History Report
- Current User Report

### 3.4 Reports

Reports generated by the current system comprise of a variety of information.

Following reports are generated:

- Application Receipt Report
- Daily Learner Report
- Application Fee Detail Report
- Suspended Licenses Report
- Daily Renewal of Regular Report
- Status wise Driving License Report
- License Vehicle Detail Report
- Duplicate Licenses Register
- Cancelled Licenses Report
- Issued Driving Licenses Report
- Learner Driving Licenses Report

#### *Punjab Information Technology Board Contact Details:*

Solution details can be obtained from:

**Mr. Khuram Mukhtar**

*Project In-charge(DLIMS)*

*Punjab Information Technology Board , Government of the Punjab*

*84E – Model Town, Lahore*

*Office Phone: 042-99232176-78*

*Mobile Phone: 0321-4882544, Email: [pi.dlims@punjab.gov.pk](mailto:pi.dlims@punjab.gov.pk)*

## 4 Deliverables, Support, Maintenance

### 4.1 DELIVERABLES

The Supplier is expected to deliver followings:

| Activities for Implementation of Centralized Environment |                                      |
|----------------------------------------------------------|--------------------------------------|
| 1                                                        | Database Schema Revision             |
| 2                                                        | Oracle Application Server Setup      |
| 3                                                        | Customized Forms Generation          |
| 4                                                        | Bug Fixing                           |
| 5                                                        | Modifications/Enhancements           |
| 6                                                        | User Roles/Rights mechanism revision |
| 7                                                        | HTTPS for login                      |
| 8                                                        | Internal Quality Assurance           |
| 9                                                        | Documentation                        |
| 10                                                       | Deployment                           |
| 11                                                       | User Acceptance                      |
| 12                                                       | Data Migration                       |
| <b>13. User Training:</b>                                |                                      |
| 1                                                        | Application software Training        |
| 2                                                        | Training Materials                   |

- Supplier will also be responsible for database schema revision, setting up oracle server, customization of forms, Bug fixing, modifications / enhancements, user role revision, creation of HTTPS for login, internal quality assurance, documentation, training, deployment, user acceptance and data migration.
- The supplier will incorporate the changes/amendments/add-ons as and when directed by the client along with the establishment of web portal within the software maintenance quoted cost.

#### 4.1.1 Support and Response Schedule with its Classification

The following Support Schedule is effective from the start date:

##### Notes:

1. Vendor will be expected to quote both onsite and offsite support mechanisms to ensure consistent uptime of the solution.

| Severity Level: | Description:      | Effect of Problem:                                                                                                                                                                      | Correction Time:                                                                                                                                                                                                                      |
|-----------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Severity 1      | Critical Problem  | A Problem that makes the <b>Software unusable</b> by the Customer for one or more of its functions in live operation. The Problem has a significant impact on the Customer's operation. | Must be resolved by Supplier and turned over for user acceptance with a target response of <b>24 hours</b> .<br><br>The problem is to be solved within <b>1 Business Day</b>                                                          |
| Severity 2      | Major Problem     | A function <b>does not work properly. A work around is not possible</b> . The problem <b>severely restricts</b> the Customer's ability to perform normal operations.                    | Must be resolved by Supplier and turned over for user acceptance with a target response of <b>48 hours</b> . The problem is to be solved within <b>2 Business Days</b>                                                                |
| Severity 3      | Moderate Problems | A function <b>does not work properly. A work around is possible</b> but impacts the efficiency or effectiveness of the Customer's operations.                                           | Supplier must investigate the Problem and within 3 business days advise the Customer when the Problem will be resolved. Resolution of problem shall not <b>exceed 1 month</b> . The problem is to be solved within <b>10 Business</b> |

|            |               |                                                                                                               | Days                                                                                                                                                                                                                                                                                            |
|------------|---------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Severity 4 | Minor Problem | A Problem that is entirely cosmetic. It has <b><i>no significant impact</i></b> to the Customer's operations. | Supplier must investigate the Problem and within 10 business days advise the Customer when the Problem will be resolved. Resolution of problem shall be included in the next regular service release latest within <b>3 months</b> . The problem is to be solved within <b>20 Business Days</b> |

#### 4.2 SOFTWARE MAINTENANCE AND ENHANCEMENT SERVICES

- 1.1 - Supplier shall agree to provide Maintenance Services to Customer during the term of Agreement. In consideration for such Maintenance Services Customer will pay to Supplier the agreed/contracted Maintenance Fees.
- 1.2 - Supplier shall agree to use its best reasonable efforts to correct Problems in the Software and make modifications to the Software as are required for the Software to operate in conformity with the Performance Criteria as laid out in the Software Development or License Agreement.
- 1.3 - Supplier should provide a single interface for all maintenance related requests from the customers for tracking and maintaining maintenance activities.
- 1.4 - Once a problem has been reported to supplier, supplier should investigate and resolve such Problem.
- 1.5 - Customer shall give supplier's personnel restricted access to the site for the purpose of providing services. Supplier's personnel should comply with customer's security requirements and operating procedures of



which they are advised while at the site or while accessing Customer's system.

1.6 - Supplier shall publish in technical response precise number of resources allocated per district for rollout and implementation services.

1.7 - Supplier shall provide the technical training (deployment of software "Application + DB"), replication, coding tips, query building etc.) to the Client for capacity building of the department.

### 4.3 GENERAL TERMS

#### 4.3.1 Contract duration

The Agreement would be effective for 05 (Five) years or deployment of software remaining in the ambit of PC-I whichever comes first upon commencement date of contract between customer & supplier. The subsequent annual agreement if required shall be executed upon successful completion of the above mentioned term at renegotiated rates.

The required application will be customized and configured by the bidder and a detailed timeline will be submitted along with the Technical Proposal.

Subject to necessary budgetary approvals for the next fiscal year, support and maintenance services (based on monthly support charges, quoted in Table 1) may be extended beyond the current financial year.

#### 4.3.2 Termination

The Purchaser may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

#### 4.3.3 Special Stipulations

| <b>SCHEDULE- A: SPECIAL STIPULATIONS</b>                          |                                                                                                                                                                  |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For ease of reference, certain Special Stipulations are as under: |                                                                                                                                                                  |
| Tender Security                                                   | <p>The Contractor shall furnish the Tender Security as under:</p> <p>a) for the whole Tender;</p> <p>b) if Total Tender Price is less than or equal to PKR 5</p> |

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                    | <p>Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;</p> <p>c) if the Total Tender Price is more than PKR 5 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;</p> <p>d) denominated in a currency of the Tender;</p> <p>e) have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</p>                                 |
| Performance Security                                                               | <p>The successful Contractor shall furnish Performance Security as under:</p> <p>a) within three working days of the receipt of the Acceptance Letter from the Purchaser;</p> <p>b) in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;</p> <p>c) for a sum equivalent to 10% of the contract value;</p> <p>d) denominated in a currency of the Contract;</p> <p>e) have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, whichever is later.</p> |
| Deployment (installation, configuration, commissioning, testing, and training)     | <p>Deployment to be completed within <b>3 weeks</b> after the issuance of deployment go ahead for each district.</p> <p>A comprehensive deployment plan must be submitted along with the Technical Proposal detailing activities leading to completion of the project and successful roll out within stated timelines.</p>                                                                                                                                                                                                                                                                                                                                     |
| Liquidated damages for failure / delay in supply / installation / configuration of | <p>A sum of money @ 0.25% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                            |                                                                                                                                                                                                                               |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Goods / Services / Works by the Contractor | scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price. |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 5 Solution Understanding Compliance Sheet

Please fill in to the best of your ability your understanding of currently deployed DLIMS solution.

| Category/Description                                                       | Compliance (Yes/No) | Vendor's Response |
|----------------------------------------------------------------------------|---------------------|-------------------|
| <b>1 Issuance and Management of Licenses</b>                               |                     |                   |
| <b>a. Issuance of Learner Driving Permit</b>                               |                     |                   |
| 1. Receive Application for Learner                                         |                     |                   |
| 2. Photo Studio                                                            |                     |                   |
| 3. New Learner Permit Printing                                             |                     |                   |
| 4. Receive Application for renewal of Learner                              |                     |                   |
| 5. Learner Permit Renewal Processing                                       |                     |                   |
| 6. Renewed Driving Learner Printing                                        |                     |                   |
| 7. Old Learner Data Entry                                                  |                     |                   |
| 8. Periodically New Learner Issue Report                                   |                     |                   |
| 9. Periodically Renewed Learner Issue Report                               |                     |                   |
| <b>b. Issuance of Regular License</b>                                      |                     |                   |
| 1. Old Regular Driving License Entry (in case of previous booklet license) |                     |                   |
| 2. Driving License Suspension / Cancellation.                              |                     |                   |
| 3. Driving License reactivation                                            |                     |                   |
| 4. Driving License Inquiry                                                 |                     |                   |
| 5. Driving License Delivery                                                |                     |                   |
| 6. Renewal of Regular License                                              |                     |                   |
| 7. Duplicate of Regular License                                            |                     |                   |
| 8. Endorsement on Regular if applicant already has Regular Driving License |                     |                   |
| <b>c. Issuance of International License</b>                                |                     |                   |
| 1. Photo Studio                                                            |                     |                   |
| 2. Medical Test                                                            |                     |                   |
| 3. Approval of Application                                                 |                     |                   |
| 4. Printing International Driving License                                  |                     |                   |
| 5. Issuance of International Driving License                               |                     |                   |
| 6. Inquiry on driving License                                              |                     |                   |
| 7. Cancellation of Driving License                                         |                     |                   |
| 8. Reactivation of Driving License                                         |                     |                   |

|                                                                              |  |  |
|------------------------------------------------------------------------------|--|--|
| 9. Renewal of International Driving License                                  |  |  |
| <b>2 Tickets for Traffic Violations</b>                                      |  |  |
| 1. Challan Issuance                                                          |  |  |
| 2. Challan Payment                                                           |  |  |
| 3. Challan Cancellation                                                      |  |  |
| <b>3 Administration</b>                                                      |  |  |
| 1. Application Status                                                        |  |  |
| 2. Blood Groups                                                              |  |  |
| 3. Citizen Type                                                              |  |  |
| 4. Collection Centre Type                                                    |  |  |
| 5. Designation                                                               |  |  |
| 6. Employee                                                                  |  |  |
| 7. License Type                                                              |  |  |
| 8. Payment Modes                                                             |  |  |
| 9. Application Fee                                                           |  |  |
| 10. Application Type                                                         |  |  |
| 11. District                                                                 |  |  |
| 12. City                                                                     |  |  |
| 13. Collection Centre                                                        |  |  |
| 14. Document                                                                 |  |  |
| 15. License Status                                                           |  |  |
| 16. Penalty Details                                                          |  |  |
| 17. Vehicle Types                                                            |  |  |
| 18. Violations                                                               |  |  |
| 19. User Administration                                                      |  |  |
| View User<br>Create New User<br>Delete Existing User<br>Modify Existing User |  |  |
| 20. User Groups                                                              |  |  |
| Create New Group<br>Delete Group<br>Assign User<br>Assign Privileges         |  |  |
| 21. Login History Report                                                     |  |  |
| Current User Report                                                          |  |  |
| <b>4 Reports</b>                                                             |  |  |
| 1. Application Receipt                                                       |  |  |
| 2. Daily Learner Report                                                      |  |  |
| 3. Application Fee Detail                                                    |  |  |
| 4. Suspended Licenses                                                        |  |  |
| 5. Daily Renewal of Regular Report                                           |  |  |
| 6. Status wise Driving License                                               |  |  |
| 7. License Vehicle Detail                                                    |  |  |

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|                                |  |  |
|--------------------------------|--|--|
| 8. Duplicate Licenses Register |  |  |
| 9. Cancelled Licenses          |  |  |
| 10. Issued Driving Licenses    |  |  |
| 11. Learner Driving Licenses   |  |  |

## 6 DLIMS IMPLEMENTATION LOCATIONS

Below is the list of all the districts where the application rollout is required:

| List of Punjab Districts |                        |
|--------------------------|------------------------|
| <i>Attock</i>            | <i>Lodhran</i>         |
| <i>Bahawalnagar</i>      | <i>Mandi Bahauddin</i> |
| <i>Bahawalpur</i>        | <i>Mianwali</i>        |
| <i>Bhakkar</i>           | <i>Multan</i>          |
| <i>Chakwal</i>           | <i>Muzaffargarh</i>    |
| <i>Chiniot</i>           | <i>Narowal</i>         |
| <i>Dera Ghazi Khan</i>   | <i>Nankana Sahib</i>   |
| <i>Faisalabad</i>        | <i>Okara</i>           |
| <i>Gujranwala</i>        | <i>Pakpattan</i>       |
| <i>Gujrat</i>            | <i>Rahim Yar Khan</i>  |
| <i>Hafizabad</i>         | <i>Rajanpur</i>        |
| <i>Jhang</i>             | <i>Rawalpindi</i>      |
| <i>Jhelum</i>            | <i>Sahiwal</i>         |
| <i>Kasur</i>             | <i>Sargodha</i>        |
| <i>Khanewal</i>          | <i>Sheikhupura</i>     |
| <i>Khushab</i>           | <i>Sialkot</i>         |
| <i>Lahore</i>            | <i>Toba Tek Singh</i>  |
| <i>Layyah</i>            | <i>Vehari</i>          |

## 7 ELIGIBILITY& EVALUATION

### 7.1 INSTRUCTIONS TO TENDERERS

Noncompliance to any of below point will disqualify the bidder from quoting.

1. Firm must be having valid NTN certificate with registered office in Pakistan.
2. Firm must be registered and working in Pakistan for minimum past five years in software development.
3. Firm should not have been blacklisted or involved in litigation in past on account of delivering tempered / low quality equipment or failure to deliver to any of its customer in public and private sector.
4. Bids submitted by joint venture of two or more firms will not be acceptable.

### 7.2 EVALUATION AND COMPARISON OF BIDS

The PITB's procurement committee will evaluate and compare the bids previously determined to be substantially responsive.

#### *7.2.1 Basis of Evaluation and Comparison of Bid*

The bids will be evaluated in two steps. The first step would ensure that technical requirements are met by the bidders as per the evaluation criteria. In the second step financial proposals of only those firms which meet the requirements will be evaluated.

The companies will also be evaluated on separate Performa to assess their strength in terms of financial capacity, engineering/technical team, quality standard compliance, international standards compliance, certifications like ISO,CMM status of the company, after sale services, response time and local vending capability. Evaluation will be done both for the company and the

product/service.

#### **7.2.2 Technical Evaluation**

It will be examined in detail whether the goods or services offered by the bidder comply with the specifications of the bidding documents. To facilitate this, the services or goods specification will be reviewed. Technical features/criteria of the services or goods detailed in the specifications will be compared with the bidder's data submitted. Other technical information submitted with the bid will also be reviewed. It will be examined whether the bidder has the capability to implement and impart training properly.

#### **7.2.3 Commercial Evaluation**

It will be examined in detail whether the bid complies with the specified conditions of contract of bidding documents. It is expected that no major deviation/stipulation shall be taken by the bidder.

#### **7.2.4 Terms of Payment:**

Payment will be made by PITB after successful rollout or deployment of each district for this project as per contract. Milestone payments can be considered valid based on deliverables.

#### **7.2.5 PITB Contact Person Details:**

Clarification about the requirements can be obtained from:

***Mr.Faisal Yousaf***

*Project Director (MTMIS)/Joint Director (EA)*

*Punjab Information Technology Board, Government of the Punjab*

*84E- Model Town, Lahore*

*Email: faisal@pitb.gov.pk*

*Office Phone: 042-99232176-78*



### 7.2.6 Evaluated Bid Prices

The PITB committee's evaluation of a bid will take into account in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Prices. The price so determined after making such adjustments will be termed as Evaluated Bid Price. The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only. For bid offering delivery period of the service earlier than the period specified in the schedule, no credit will be given.

#### 7.2.6.1 District wise Pricing Breakdown

Vendors are required to provide the prices for following activities for all districts of Punjab province.

| Activities for Implementation of Centralized Environment |                                      |
|----------------------------------------------------------|--------------------------------------|
| 1                                                        | Database Schema Revision             |
| 2                                                        | Oracle Application Server Setup      |
| 3                                                        | Customized Forms Generation          |
| 4                                                        | Bug Fixing                           |
| 5                                                        | Modifications/Enhancements           |
| 6                                                        | User Roles/Rights mechanism revision |
| 7                                                        | HTTPS for login                      |
| 8                                                        | Internal Quality Assurance           |
| 9                                                        | Documentation                        |
| 10                                                       | Deployment                           |
| 11                                                       | User Acceptance                      |
| 12                                                       | Data Migration                       |
| <b>13. User Training:</b>                                |                                      |
| 1                                                        | Application software Training        |
| 2                                                        | Training Materials                   |

### 7.2.8 Evaluation Sheet (Technical & Financial)

Item based Point System will be used for grading the proposals, as listed in Table 7.2.8.1 Evaluation of Technical Proposals. Evaluation will be done based on documentation submitted and product demonstrations/presentations.

**PASS MARKS:** Any bidder not meeting the 70% pass mark will be rejected in Technical Valuation, and its Financial Proposal will be returned to it unopened. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

**PROVISO:** Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% (including any above 70%) would stand qualified for opening of their Financial Proposals irrespective of marks obtained in Technical Proposal.

#### 7.2.8.1 Evaluation of Technical Proposals

| No         | Evaluation Parameter for bidders                                            | Item score | Sub-section Breakup | Section Break-up | Total Score | Comments |
|------------|-----------------------------------------------------------------------------|------------|---------------------|------------------|-------------|----------|
|            |                                                                             |            |                     |                  | <b>1000</b> |          |
| <b>A</b>   | <b>Technical Proposal</b>                                                   |            |                     |                  | <b>800</b>  |          |
| <b>1</b>   | <b>Company Profile</b>                                                      |            |                     |                  | <b>115</b>  |          |
| <b>1.1</b> | Company Profile (Certification if Any, Corporate Overview)                  |            |                     | 15               |             |          |
|            | ISO 9001 OR ISO 20000 OR CMM Level                                          | 15         |                     |                  |             |          |
|            | CMMI Level 2/ ISO 27001/ 9001                                               | 5          |                     |                  |             |          |
| <b>1.2</b> | Year of Establishment                                                       |            |                     | 20               |             |          |
|            | 7+ Years                                                                    | 20         |                     |                  |             |          |
|            | 4+ Years                                                                    | 7          |                     |                  |             |          |
|            | 3+ Years                                                                    | 5          |                     |                  |             |          |
| <b>1.3</b> | Size of Company                                                             |            |                     | 20               |             |          |
|            | 200 or More                                                                 | 20         |                     |                  |             |          |
|            | 150 or More                                                                 | 10         |                     |                  |             |          |
|            | 100 or More                                                                 | 7          |                     |                  |             |          |
|            | Less than 100                                                               | 2          |                     |                  |             |          |
| <b>1.4</b> | Number of Previous Successful Relevant Transport Department Implementations |            |                     | 20               |             |          |
|            | 3 or more                                                                   | 20         |                     |                  |             |          |
|            | 2 or less                                                                   | 10         |                     |                  |             |          |
|            | 1 or less                                                                   | 5          |                     |                  |             |          |

|              |                                                             |    |            |  |  |  |
|--------------|-------------------------------------------------------------|----|------------|--|--|--|
| <b>1.5</b>   | <b>Public Sector Experience</b>                             |    | <b>30</b>  |  |  |  |
|              | 7+ years                                                    | 30 |            |  |  |  |
|              | 4+ years                                                    | 20 |            |  |  |  |
|              | 3+ years                                                    | 10 |            |  |  |  |
| <b>1.6</b>   | <b>Financial Stability</b>                                  |    | <b>10</b>  |  |  |  |
|              | Last year's Revenue More than 500 Million                   | 10 |            |  |  |  |
|              | Last year's Revenue Between 100 Million to 500 Million      | 5  |            |  |  |  |
|              | Last year's Revenue Less than 100 Million                   | 3  |            |  |  |  |
| <b>2</b>     | <b>On Payroll Team Qualification</b>                        |    | <b>230</b> |  |  |  |
| <b>2.1</b>   | <b>PROJECT MANAGER</b>                                      |    | <b>30</b>  |  |  |  |
| <b>2.1.1</b> | <b>Qualification</b>                                        |    | <b>15</b>  |  |  |  |
|              | MCS + PMP                                                   | 15 |            |  |  |  |
|              | MCS                                                         | 7  |            |  |  |  |
|              | BCS                                                         | 5  |            |  |  |  |
| <b>2.1.2</b> | <b>Experience</b>                                           |    | <b>15</b>  |  |  |  |
|              | Experience 10 years or more                                 | 15 |            |  |  |  |
|              | Experience 7 years or more                                  | 7  |            |  |  |  |
| <b>2.2</b>   | <b>ASSOCIATE PROJECT MANAGER</b>                            |    | <b>30</b>  |  |  |  |
| <b>2.2.1</b> | <b>Qualification</b>                                        |    | <b>15</b>  |  |  |  |
|              | BCS + Relevant Certifications                               | 15 |            |  |  |  |
|              | Lower                                                       | 7  |            |  |  |  |
| <b>2.2.2</b> | <b>Experience</b>                                           |    | <b>15</b>  |  |  |  |
|              | Experience 10 years or more                                 | 15 |            |  |  |  |
|              | Experience 7 years or more                                  | 7  |            |  |  |  |
| <b>2.3</b>   | <b>PROJECT ONSITE SUPPORT &amp; IMPLEMENTATION TEAM</b>     |    | <b>115</b> |  |  |  |
| <b>2.3.1</b> | <b>Qualification</b>                                        |    | <b>25</b>  |  |  |  |
|              | BCS                                                         | 25 |            |  |  |  |
|              | Certifications and Diplomas Only                            | 5  |            |  |  |  |
| <b>2.3.2</b> | <b>Number of Available resources</b>                        |    | <b>45</b>  |  |  |  |
|              | Number of available resources with previous experience > 10 | 45 |            |  |  |  |
|              | Number of available resources with previous experience < 10 | 10 |            |  |  |  |
|              | Number of available resources with previous experience < 3  | 5  |            |  |  |  |
| <b>2.3.3</b> | <b>Aggregate Relevant Experience</b>                        |    | <b>45</b>  |  |  |  |
|              | Relevant Experience Aggregate between 5 and 3 Years         | 45 |            |  |  |  |
|              | Relevant Experience Aggregate less than 3                   | 15 |            |  |  |  |
| <b>2.4</b>   | <b>Installation and Configuration team</b>                  |    | <b>15</b>  |  |  |  |
| <b>2.4.1</b> | <b>Qualification</b>                                        |    | <b>8</b>   |  |  |  |
|              | BCS                                                         | 8  |            |  |  |  |

|                                  |                                                                                     |    |     |     |  |  |
|----------------------------------|-------------------------------------------------------------------------------------|----|-----|-----|--|--|
| Certifications and Diplomas Only |                                                                                     | 7  |     |     |  |  |
| 2.4.2                            | Aggregate Relevant Experience                                                       |    | 7   |     |  |  |
|                                  | Relevant Experience Aggregate between 5 and 3 Years                                 | 7  |     |     |  |  |
|                                  | Relevant Experience Aggregate less than 3                                           | 3  |     |     |  |  |
| 2.5                              | TRAINING TEAM                                                                       |    | 40  |     |  |  |
| 2.5.1                            | Qualification                                                                       |    | 15  |     |  |  |
|                                  | Masters + PMP certified trainers                                                    | 15 |     |     |  |  |
|                                  | Bachelors or lower                                                                  | 5  |     |     |  |  |
| 2.5.2                            | Number of available resources                                                       |    | 15  |     |  |  |
|                                  | Number of available resources with previous experience > 3                          | 15 |     |     |  |  |
|                                  | Number of available resources with previous experience < 3                          | 5  |     |     |  |  |
| 2.5.3                            | Experience                                                                          |    | 10  |     |  |  |
|                                  | Experience 10 years or more                                                         | 10 |     |     |  |  |
|                                  | Experience 7 years or more                                                          | 5  |     |     |  |  |
| 3                                | Implementation Project Plan Structure                                               |    | 20  |     |  |  |
| 3.1                              | Project Rollout Approach                                                            |    | 15  |     |  |  |
|                                  | Centralized                                                                         | 15 |     |     |  |  |
|                                  | Distributed                                                                         | 7  |     |     |  |  |
| 3.2                              | SW, Training, Support & Interim Maintenance Planned Activities                      |    | 5   |     |  |  |
| 4                                | Maintenance Capability & Response Time                                              |    |     | 100 |  |  |
| 4.1                              | Compliant to Severity Levels indicted with same response time for all 36 Districts  |    | 30  |     |  |  |
| 4.2                              | Support Response time Capability                                                    |    | 40  |     |  |  |
|                                  | 20 Minutes                                                                          | 40 |     |     |  |  |
|                                  | 2 Hours                                                                             | 15 |     |     |  |  |
|                                  | 12 Hours                                                                            | 5  |     |     |  |  |
| 4.3                              | Support and Maintenance Services Offered                                            |    | 30  |     |  |  |
|                                  | Call Center Support                                                                 | 15 |     |     |  |  |
|                                  | Email, Chat                                                                         | 5  |     |     |  |  |
|                                  | Help Desk & Auto Escalation of Issue                                                | 10 |     |     |  |  |
| 5                                | Training Services Offered                                                           |    |     | 45  |  |  |
|                                  | Application Training workshop                                                       | 10 |     |     |  |  |
|                                  | Previous experience of province wide training                                       | 20 |     |     |  |  |
|                                  | Training Material [User's Manual, Installation Manuals, Presentations, Class Notes] | 10 |     |     |  |  |
|                                  | Training Methodology Provided                                                       | 5  |     |     |  |  |
| 6                                | Domain Experience & Understanding of DLIMS Software Solution                        |    | 230 |     |  |  |

|          |                                                                      |    |  |    |           |  |
|----------|----------------------------------------------------------------------|----|--|----|-----------|--|
|          | 1. Issuance and Management of Licenses                               |    |  | 90 |           |  |
|          | a. Issuance of Learner License                                       | 30 |  |    |           |  |
|          | b. Issuance of Regular License                                       | 30 |  |    |           |  |
|          | c. Issuance of International License                                 | 30 |  |    |           |  |
|          | 2. Tickets for Traffic Violations                                    |    |  | 40 |           |  |
|          | 3. Administration                                                    |    |  | 50 |           |  |
|          | 4. Reports                                                           |    |  | 50 |           |  |
| <b>7</b> | <b>Implementation &amp; Support Specific Experience</b>              |    |  |    | <b>60</b> |  |
|          | Local Rollout, Implementation & Support Capacity                     | 45 |  |    |           |  |
|          | More than 5 Rollout or Turnkey Projects                              | 5  |  |    |           |  |
|          | More Than 5 Years of Experience in Rollout & Implementation Projects | 5  |  |    |           |  |
|          | Experience in Onsite Support in Punjab                               | 5  |  |    |           |  |
| <b>B</b> | Presentation & Questioner                                            |    |  |    | 200       |  |

#### 7.2.7.2 Evaluation of Financial Proposals

The financial proposals of only the bidders short listed on the basis of technical evaluations will be opened and compared in terms of cost effectiveness. Top-3 shortlisted vendors will be asked to prove to PITB, their capabilities in a presentation after technical proposals have been evaluated. Presentation results will determine the finalist for this project. The bid found to be the lowest evaluated bid shall be accepted. In case where more than one bidder has quoted the same lowest price, PITB will ask all such bidders for presentation. Final selection will be based on assessment of presentation.

## 8.0 Terms and Conditions

### 8.1 Contract

The Purchaser shall, after receipt of the Performance Security from the successful Contractor, send the Contract provided in the Tender Document, to the successful Contractor. Within three working days of the receipt of such Contract, the Contractor shall sign and date the Contract and return it to the Purchaser.

### 8.2 Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### 8.3 Contract Language

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

### 8.4 Standards

The Services provided under this Contract shall conform to the authoritative latest standards.

### 8.5 Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / the Service or any part thereof.

### 8.6 Execution Schedule

The Contractor shall submit an Execution Schedule, giving details of customs clearance, supply, installation, configuration, deployment, commissioning, testing, training, etc., as required under the Contract, to the Client, within three days of the signing of the Contract.

### 8.7 Delivery

- I. The Contractor shall indicate its delivery approach clearly specifying the requirements for software deployment. The approach shall address shipment of deliverables to the various designated (installation) sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements.
- II. The Service shall remain at the risk and under the physical custody of the Contractor until the delivery and testing of the Goods is completed.
- III. The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.
- IV. The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during

project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

### 8.8 Installation and Implementation

- I. The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.
- II. The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
- III. The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- IV. The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.
- V. The Contractor shall configure the system for high availability and reliability, of all hardware and software.
- VI. The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.
- VII. New equipment, shall be installed with existing equipment, and shall require close coordination between the Contractor and the Client personnel.

### 8.9 Operation and Maintenance

The Contractor shall be responsible for the continuous operational capability and maintenance of the entire system, 24/7, without disruption to either service or performance, during the contract period.

### 8.10 Test Equipment and Tools

The Contractor shall evaluate the existing facilities and abilities of the Client to accomplish corrective and preventive maintenance and support and identify additional skills, test equipment and tools required to maintain and support the new equipment. Such test equipment and tools shall be state of the art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

### 8.11 Payment

- I. The Contractor shall submit an Application for Payment to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- II. The Client shall issue a Certificate of Payment to the Purchaser, with a copy to the Contractor, verifying the amount due, within fourteen days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of non-satisfactory performance of the Services. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any

previous certificate.

- III. The Purchaser shall pay the amount verified in the Certificate of Payment within fourteen days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided and the Works done, to the Contractor, as per Government policy, on monthly or quarterly basis, in the currency of the Tender, through treasury cheques and/or through MRF.
- IV. All payments shall be subject to any and all taxes applicable under the laws of Pakistan.

### 8.12 Price

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

### 8.13 Contract Amendment

- I. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.
- II. The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.
- III. The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- IV. The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- V. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

### 8.14 Assignment / Subcontract

- I. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- II. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

### 8.15 Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

### 8.16 Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money



@.25% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

#### **8.17 Blacklisting**

- I. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders.
- II. If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders.

#### **8.18 Forfeiture of Performance Security**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

#### **8.19 Termination for Default**

- I. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- II. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works from Pakistan. However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### **8.20 Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

#### **8.21 Termination for Convenience**

- I. The Purchaser may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

- II. The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:
  - a. to have any portion thereof completed and delivered; and/or
  - b. to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

#### 8.22 Force Majeure

- I. The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance / discharge of obligations under the Contract is the result of an event of Force Majeure.
- II. If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 8.23 Dispute Resolution

- I. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- II. If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

#### 8.24 Statutes and Regulations

- I. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- II. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- III. The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

#### 8.25 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed outside and within Pakistan. Taxes and duties shall be deducted as per Law. The Contractor may make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

#### 8.26 The Client

- I. The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his

obligations under the Contract, except as expressly stated in the Contract.

- II. The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

#### **8.27 Authorized Representative**

- I. The Purchaser or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- II. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Contractor.
- III. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- IV. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- V. Notwithstanding clause 9.40 (IV), any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client ( as specified in this Tender ) to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- VI. If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

#### **8.28 Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

#### **8.29 Training**

- I. The contractor will also provide detailed trainings to 36 end-users on all the functionalities of the system to ensure that they acquire a good working knowledge of the operation, and general maintenance of the system to be supplied under the Contract.
- II. The contractor must also provide detailed product trainings to 2 Master Trainers covering all aspects of the product.
- III. The training will be conducted at Purchaser's training lab located in 84-E Model Town, Lahore. However, the purchaser reserves the right to move these trainings to any other facility within the city of Lahore.
- IV. The Contractor will provide detailed training plans outlining the pre requisite (if any), content and duration of trainings along with its Technical Proposal.
- V. In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

#### **8.30 Documentation**

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to

the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

## 9.0 Forms

### 9.1 Tender Form

Punjab Information Technology Board  
15-1-C, Model Town, Lahore

Gentlemen:

1. We, [Name and Address of the Contractor], having read, understood and accepted the Tender Document, including the Addendum(s), if any, offer to supply, install, configure, test, train and support the Goods and the Services, in conformity with the said Tender Document, to [Name and Address of the Purchaser], for the Total Tender Price of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_), in accordance with the Price Schedule and the timeline, attached hereto and made part of the Tender.
2. We undertake that the Tender shall have a minimum validity period of ninety days from the last date for submission of the Tender and may be accepted at any time before the expiration of that period.
3. We undertake to provide the Performance Security to give satisfactory assurance of our ability and intention, for due performance / execution of the Contract in accordance with the terms and conditions of the Contract, in case of acceptance of the Tender.
4. We undertake that we are / shall be represented by an agent in that country equipped and able to carry out the maintenance, repair and spare parts stocking obligations prescribed in the Terms and Conditions of the Contract and / or the Technical Specifications, in case of acceptance of the Tender and of not doing business within the Purchaser's country.
5. We undertake to be bound by the Tender and the Acceptance Letter, which shall constitute a contract, until execution of the formal Contract.

Date this \_\_\_\_\_ day of 2011.

#### **CONTRACTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

#### **WITNESSES**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**Note:** The Tender Form should be on the letterhead of the Contractor.

## 9.2 Affidavit

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

1. We have not been black listed from any Government Department / Agency.
2. We have not been involved in litigation with any client during the last 3 years.
3. We acknowledge that we have read, understood and accepted the Tender Document.
4. We understand that the Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Contractor(s).
5. We understand that the Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), accept / reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Contractor of the grounds for the Purchaser's action, and without thereby incurring any liability to the Contractor and the decision of the Purchaser shall be final.

Date this \_\_\_\_\_ day of 2011.

### **CONTRACTOR**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

### **WITNESSES**

|             |       |             |       |
|-------------|-------|-------------|-------|
| Signature   | _____ | Signature   | _____ |
| CNIC #      | _____ | CNIC #      | _____ |
| Name        | _____ | Name        | _____ |
| Designation | _____ | Designation | _____ |
| Address     | _____ | Address     | _____ |

### 9.3 Tender Security Form

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender No. \_\_\_\_ (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until furnishing of the Performance Security, whichever is later.

Date this \_\_\_\_\_ day of 2011.

#### **GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

#### 9.4 Performance Security

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender No. \_\_\_\_ (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within three working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, for a sum equivalent to 10% of the contract value, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this \_\_\_\_\_ day of 2011.

#### **GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_



## 9.5 Contract

This Contract is made on \_\_\_\_\_ 2011 at Lahore

Between

[Name & Address of the Purchaser] (hereinafter referred to as “the Purchaser”) of the one part

And

[Name & Address of the Contractor] (hereinafter referred to as “the Contractor”) of the other part

Which expression shall include their respective heirs, legal representatives, successors, assignees & nominees.

For

### **Centralized Driving License Issuance & Management System**

(hereinafter referred to as “the Services”).

1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. The Tender Document
  - b. Terms and Conditions of the Contract
  - c. Special Stipulations
  - d. The Technical Specifications
  - e. Tender Form
  - f. Price Schedule
  - g. Affidavit
  - h. Authorized Dealership / Agency Certificate
  - i. Financial Summary
  - j. Tender Security
  - k. Performance Security
  - l. Service Level Agreement ( SLA )

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.
5. IN WITNESS whereof the parties hereto have caused this Contract to be executed, in the presence of the witnesses and in accordance with their respective laws, the day and the year first above written.

**PURCHASER**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**CONTRACTOR**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**WITNESSES**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**9.6 Project Plan**

Project plan is one of the key components of the Technical Proposal. It should include the main activities of the assignment, their content and duration, phasing and interrelations, milestones and delivery dates. The proposed plan should be consistent with requirements and specifications, showing understanding of the RFP and ability to translate them into a feasible working plan.

Please include start and completion timelines for all stages.