

Tender Document

SERVICES REQUIRED FOR SUPPORT & MAINTENANCE FOR MAINTENANCE MANAGEMENT SYSTEM FOR AGRI MACHINERY



Punjab Information Technology Board (PITB)

Government of the Punjab

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Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages during tender process.

Applicability of Punjab Procurement Rules, 2009

This Bidding Process will be governed under Punjab Procurement Rules, 2009, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules 2009 will be strictly followed. These may be obtained from PPRA's website:

<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.

As per Rule 12(3), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website <http://www.pitb.gov.pk> and from PPRA's website www.ppra.punjab.gov.pk for information only. All prospective bidders are required to register themselves with the Procurement Assistant, PITB at above given address, collect a Challan Form to submit an amount of Rs. 500/- in given head at State Bank of Pakistan or National Bank of Pakistan, the deposit slip must accompany the bids, otherwise the bid will stand rejected.

1.3 Type of Open 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 Purchaser shall evaluate the technical proposal in a manner prescribed in Clauses 6, 9, 14 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;

- vii. The financial proposals of technically qualified bidders 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 and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

In accordance with these rules, interested companies (hereinafter referred to as “Bidders”) applying for bids should submit two separate **bids/envelopes for Financial Proposal and Technical Proposal**.

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by Tender Security as per provision of clause Tender Security of this document **in favor of “Punjab Information Technology Board (PITB)”**. The bids along with the Tender Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, Lahore on or before 1500 hrs no later 1st January, 2012. The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Main Ferozpur Road, Lahore, at 1600 hours on the last date of submission of bids.

Queries of the Bidders (if any) for seeking clarifications regarding the required services and scope mentioned in this document, should be received in writing to the Purchaser within five working days from the date of Tender advertisement. Any query received after five working days shall not be entertained. All queries shall be responded to within due time. PITB may host a Pre-bid meeting, if required, at PITB premises (11th Floor, Arfa Software Technology Park, 346-B, Main Ferozpur Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder must submit bids on the basis of complete tender. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause 21 regarding **“Determination of Responsiveness of the Bid”** and Clause 24 regarding **Rejection/acceptance of the Bid**, the bids will be rejected which are not substantially responsive to the requirements of this Document.

The contact persons for all correspondence in relation to this bid are as follows:

Primary Contact

Mr. Saflian Haider

Senior Program Manager

Email: safain@pitb.gov.pk

11th Floor, Arfa Software Technology Park,

346-B, Ferozpur Road, Lahore, Pakistan.

Secondary Contact

Mr. Haseeb Raza

Project Coordinator

Email: haseeb.khan@pitb.gov.pk

11th Floor, Arfa Software Technology Park,

346-B, Ferozpur Road, Lahore, Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via Primary Contact in writing (e-mail) only. In case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

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 cancel the tender, accept or reject one or all bids without assigning any reason thereof.

Failure to supply required services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Client/Procuring Agency/Purchaser" means the Punjab Information Technology Board (PITB) or any other person/entity for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purpose of the contract.
- 3.2 "Confirmation" means confirmation in writing.
- 3.3 "Contractor/Bidder/Tenderer" means an entity/company/organization that is a registered bidder with the Purchaser and has submitted its bid as per the criteria/specifications listed.
- 3.4 "Contract" means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.5 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.6 "Draft Service Levels" means Service Level parameters to measure quality of services to be provided by Purchaser. Detailed SLA will accompany Contract as mutually agreeable.
- 3.7 "Day" means a standard business working day.
- 3.8 "Fraudulent and Corrupt practices" will have the same bearing and meaning as are defined in the Punjab Public Procurement Consultancy Services Rules 2012.
- 3.9 "Government" means the Government of the Punjab.
- 3.10 "In writing" means communicated in written form e.g., by registered mail, e-mail / fax (followed by a formal registered mail), delivered with proof of receipt.
- 3.11 "Person" individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.12 "Pre-Bid Meeting" means the meeting conducted by the procuring entity prior to actual date of bid opening.
- 3.13 "Procurement Methods" means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2009 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab.
- 3.14 "Proposal" means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to this RFP.
- 3.15 "RFP" means Request for Proposals, including any amendments that may be made by the procuring agency for the selection of bidder.
- 3.16 "SBD" means Standard Bidding Documents.
- 3.17 "Services" means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope under Clause 6.
- 3.18 "TEC" means the Technical Evaluation Committee, constituted for the purpose of evaluating the technical proposals received.

3.19 "Works" means work to be done by the Contractor under the Contract.

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
 - 5.1.1 in writing;
 - 5.1.2 issued within reasonable time;
 - 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
 - 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Scope of Work and Deliverables:

6.1 Project Overview

Punjab Agriculture Department, Government of Punjab has the mandate to provide services for land and water resources development in the province. For land resource development bulldozers are provided to the farming community for development of cultivable waste land and improvement of existing cultivated fields on custom hiring basis. Similarly, power drilling rigs, hand boring plants and allied machinery are provided for ground water exploitation and exploration.

To provide the above services to the farmers the department has a fleet of 342 operational bulldozers, 182 hand boring plants, 20 power drilling rigs, 10 electrical resistivity meters, 38 power winches and 10 air compressors. The machinery is allocated keeping in view the demand of the respective districts and is available in all the districts of the Punjab. To keep this machinery in working conditions and conduct proper repair & maintenance services a network of

24 workshops have been established at divisional/district headquarters in the province. The main stores of spare parts are also maintained at divisional workshops and are headed by Assistant Agricultural Engineer (Stores).

6.2 Technological Landscape

Technological landscape with number of licensees for the implementation of SAPs Plant and Maintenance and Material Management under subject is as follows:

Quantity	Units
SAP Max DB	1
SAP Shop Floor and Warehouse	19
SAP Enterprise Foundation Package	1
SAP Application Developer	1

Centralized Maintenance Management System, including inventory of spare parts for the in all stores and workshops of Punjab Agriculture Department has been implemented as part of one of the core initiatives under Punjab E-Gateway Project. System has been in operations for more than 10 months and now holds spare parts details and maintains history of all bulldozers as operational under Agriculture Department. In addition to automating preventive maintenance of equipment the system also enable the department to make informed decisions when procuring new spare parts for its equipment, resulting in lesser down times and avoidance of duplicate procurement.

Through this tender, PITB intends to procure services of an IT Solution Provider for support and maintenance of SAP Maintenance Management System. Prospective contractor with expertise in such systems would be preferred. IT Solution Providers licensed in Pakistan within the purview of technology implemented are permitted to participate in this tender.

6.3 Scope of Support and Maintenance

The Contractor will be responsible to maintain the existing implementation of SAP's maintenance management system as well as provisioning summarized and detailed reports as desired by Agriculture Department, Government of Punjab and/or Punjab Information Technology Board, based on data in the above system. All such reports as the requirement envisaged by concerned department/purchaser will focus on current functionality of the system.

Further to this, Contractor will be responsible for:

1. Change Requests related to existing functionality of Material Management
2. Change Requests related to existing functionality of Plant and Maintenance
3. Change Requests related to existing Reports
4. Change Requests related to any other module/functionality as implemented within the current scope of the system.

Contractor as selected will be responsible for software configuration and patch management as per the industry standards. The vendor shall be responsible to ensure 24/7 operations of the system. The scope of services under Support and Maintenance also includes disaster recovery, security hardening and performance tuning.

Government of Punjab will retain the ownership of all data and the system. A Non-Disclosure

Agreement (NDA) will be signed with the service provider / contractor upon award of contract.

Purchaser will have the right to approve/disapprove any employees assigned by the contractor to the project in case of any complaints, or unsuitability due to education and/or work experience.

6.3.1 Draft Service Level Agreement

Severity Level	Scenarios	Response Time
High	<ul style="list-style-type: none"> • Core/mission critical service operations effected • Most of the user’s affected. • Security Breach • Unavailability of critical services, disaster scenario. • Users are unable to log onto the system and /or are unable to access critical services 	<2 Hours
Standard	<ul style="list-style-type: none"> • Any other services not mentioned as critical 	< 24 Hours (Excluding weekends and public holidays)

The following describe target performance levels which the bidder shall aim to deliver for the Services outlined in this RFP.

- The contractor will be responsible for providing a mechanism to the client for taking and maintaining reliable backups on daily basis.
- The contractor will ensure use of licensed software and products, where applicable.
- The contractor must ensure that the support personnel are properly qualified to support SAP’s Maintenance Management System.
- The contractor will be responsible for providing timely and comprehensive analysis and reports to the client or the concerned department based upon the information/data gathered in the system.
- The contractor would be responsible for security of the data being entered into and processed by the applications.
- The contractor will provide trainings to the client. The training should cover all operations of the system. The contractor will also document all the training material and provide it to the client in any format requested by the client.
- The contractor will be responsible for timely resolution of reported issues. The contractor will also ensure timely escalation of issues to the client and concerned government department as and when required.
- The contractor will be responsible for complete configuration of the system, creating user

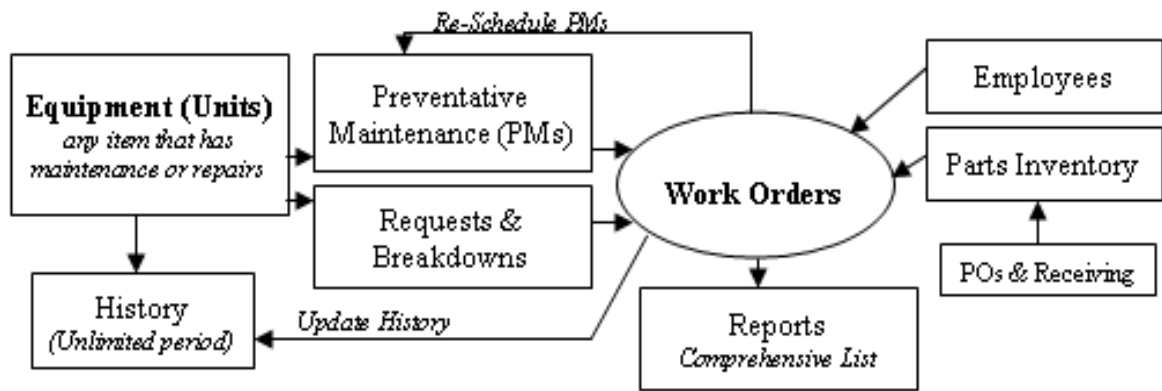
accounts with appropriate access rights, as and when if any required under the existing scope of the system.

- The contractor must ensure effective and efficient support via phone, email and onsite presence as and when needed throughout the period of contract.
- A qualified support manager will be nominated by the contractor. Support manager will be the main contact person for providing technical support and guidance. His responsibilities include but are not limited to
 - Accurately and thoroughly logging service request into issue tracking system.
 - The focal person at the client is notified about the creation of all critical service requests through email, SMS, and phone call.
 - Setting appropriate expectations regarding initial response time based on support agreement.
 - Documenting all technical inquiries and developing solutions for the knowledge base.
 - Updating service requests in the issue tracking system with detail analysis of the issue, documenting each step as it was solves.
 - Responding to service request via email, phone or in person.
 - Raising issues in the timely manner before they become critical show stoppers.
 - Escalating issues at the appropriate level in a timely and efficient manner.
 - Resolving issues both on site and remotely.
- The contractor will be responsible for providing support throughout the period of contract. Application support should cover aspects such as performance / load management, system /security hardening, disaster recovery/system configuration, patch management etc.
- If system is down/inaccessible for more than 8 hours in a month, penalties/liquidated damages may apply.
- Contractor must submit and conform to a detailed, agreed upon quality management plan. The contractor will follow up all closed tickets along with response time and quality services delivered to ensure level of services provided to the client in reaching resolution.
- The contractor will generate reports regarding the status of the tickets as and when requested by the client.
- The Contractor shall provide a step-by-step procedure for disaster recovery and take all necessary actions to restore the system in a timely manner .
- Ownership of all data entered into the system along with any customizations in addition to the licensed product, configuration and other components of the system stays as the property of Purchaser and shall be transferred in fully operational condition on completion of support contract.

7. Overview of the software/Application

All the stores and workshops of the Field Wing of Agriculture Department, Government of

Punjab are connected to the centrally hosted Maintenance Management System through web. Data entry points are established at provincial, regional, divisional and district levels.



As illustrated in the diagram above Maintenance Management System manages following:

- I. The system has modules which keeps track of Assets, Maintenance Documentation, Planning Maintenance (P.M.), Work Orders, Inventory/stock Management, Job Costing etc.
- II. System tracks real time inventory tracking between multiple locations.
- III. System ensures data security and only allows authorized access.
- IV. System is centrally hosted and accessible online, with each valid user having his/her individual login account.
- V. System handles both time and condition based preventive maintenance activities.
- VI. System is configurable for multiple companies and multiple sites.
- VII. System allows expiration date (warranty) tracking.
- VIII. System enables users to set up automated alerts such as, when inventory of an item falls below a minimum set level, early warning before expiration of an item etc.
- IX. System maintains detailed logs of user login, transactions and activities.
- X. System tracks spare parts from the time they enter the inventory, of any store or workshop, until they are fitted into a vehicle/equipment.
- XI. System maintains detailed history of each vehicle/equipment, recording any maintenance (preventive or breakdown related)
- XII. Upon entry of a new spare part, the system automatically assigns a serial number, which can also be printed.
- XIII. Before creating a new work order system automatically verifies availability of a part at all stores or workshops.
- XIV. System generates automatic alerts about preventive maintenance schedule of equipment.
- XV. System has the capability to restrict issuance of a new spare part only upon receipt of an old spare part

8. Support and Maintenance Details

8.1 End User Support

The contractor will maintain and support the system for a period of one year; subject to all necessary budgetary approvals the contract may be renewable. Qualified support personnel

with experience of providing support on this platform, must be available on email/phone or onsite support between 8 am to 6 pm on all working days (6 days a week).

8.2 Application/System Support

Qualified support resources with experience in troubleshooting/configuring application, database and other necessary components related to the solution hosted at the Government designated Datacenter, must be available for onsite/email/phone support on 24/7 basis as and when required.

9. Tender Eligibility

- 9.1 An eligible Tenderer is a Tenderer who:
 - 9.1.1 has SAP's authorization to support installations of SAP ERP Products.
 - 9.1.2 Services can only be supplied / sourced / routed from "origin" in "eligible" Member Countries.
 - a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
 - b. "Origin" shall be considered to be the place where the company / firm is incorporated
 - 9.1.3 has a registered office in Pakistan
 - 9.1.4 has been established for at least 1 year with proven experience in conducting/carrying out the similar services mentioned in this tender document under Clause 6;
 - 9.1.5 has the required relevant qualified personnel and enough financial and technical strength to fulfill the requirement of assignment.
 - 9.1.6 Conforms to the clause 19 regarding "Determination of Responsiveness of the Bid (Tender)" given herein this tender document.
 - 9.1.7 has active linkages with reputable relevant firms/organizations
 - 9.1.8 must have working experience on similar projects with the public/government and private sector.
 - 9.1.9 Audited Financial Statements of last 1 year.
 - 9.1.10 Must be registered with Tax Authorities of Pakistan.
- 9.2 Verifiable proof for all the above shall be mandatory.

10. Tender Cost

The Tenderer/successful bidder shall bear all costs / expenses including legal contract papers of relevant value of the total contract price as per Government Law, rules and regulations, and all other costs associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

11. Joint Venture

Joint venture or partnership firms are not eligible for this tender. Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate.

12. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions and comply with the same in letter and spirit.

13. Amendment of the Tender Document

- 13.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 13.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.
- 13.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

14. Preparation / Submission of Tender

- 14.1 The Tenderer is allowed to bid for all the services in the same tender and not part of the services.
- 14.2 The Tenderer is not allowed to bid for partial procurement of services.
- 14.3 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 14.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.
- 14.5 The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 14.6 The Technical Proposal shall comprise the following, **without quoting the price:**
 - 14.6.1 SAP's authorization to support installations of SAP ERP Products.
 - 14.6.2 List of firm's major international and national clientele
 - 14.6.3 Details of solution related to Support and Maintenance of SAP Maintenance Management System
 - 14.6.4 Details related to experience in implementing, maintaining and supporting
 - 14.6.5 SAP Maintenance Management System
 - 14.6.6 Complete details of all the projects being carried out by the bidder locally and internationally
 - 14.6.7 Details of similar type of projects executed by Bidder
 - 14.6.8 Details/Profile of Staff (Management / Technical)
 - 14.6.9 GST and NTN company registration Certificate
 - 14.6.10 SECP Registration Certificate

- 14.6.11 Disaster Recovery Plan
- 14.6.12 Security Plan
- 14.6.13 Information Security Management practices
- 14.6.14 Technical Proposal Form (Annexure-B)
- 14.6.15 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted) (Annexure-G&H)
- 14.6.16 Covering letter duly signed and stamped by authorized representative. (Annexure-E)
- 14.6.17 Evidence of eligibility of the Tenderer and the Services
- 14.6.18 Evidence of conformity of the Services to the Tender Document
- 14.6.19 Technical Brochures / Literature
- 14.6.20 The statement must be signed by the authorized representative of the Bidder
- 14.6.21 Financial Capacity as per Annexure-K
- 14.6.22 Valid Registration Certificate for Income Tax, Sales Tax and / or other allied agencies / organizations / regulatory authorities.
- 14.6.23 Income Tax & Sales Tax Returns for the last one year
- 14.6.24 Power of Attorney, if an authorized representative is appointed (Annexure-F)

14.7 The Financial Proposal shall comprise the following:

- 14.7.1 Financial Proposal Form (Annexure-C)
- 14.7.2 Price Schedule (Annexure-D)
- 14.7.3 Tender Security (**As per provision of the clause Tender Security of this document**)
(Annexure- I)

14.8 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for
Tender Name. [Number of Tender]

[Name of the Purchaser] [Address of the Purchaser]

[Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]

14.9 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender Name. [Name of Tender]

[Name of the Purchaser] [Address of the Purchaser]

[Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]

14.10 The Tenderer shall follow the same process for the Financial Tender.

14.11 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for
Tender Name. [Name of Tender]

Strictly Confidential
Open on [Last Date of submission of the Tender]

[Name of the Purchaser] [Address of the Purchaser]

[Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]

14.12 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for
Tender Name. [Name of Tender]

Strictly Confidential
Open on [Last Date of submission of the Tender]

[Name of the Purchaser] [Address of the Purchaser]

[Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]

14.13 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

14.14 The Tender shall be mailed through a registered courier to reach at the Purchaser's office before the closing date and time (last day of application)

14.15 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids

submitted by the tenderer. **Noncompliance with the same will cause the rejection of bid at the time of bid opening.**

15. Tender Price

- 15.1 The quoted price shall be:
 - 15.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 15.1.2 in Pak Rupees (PKR);
 - 15.1.3 Inclusive of all taxes, duties, levies, insurance, freight, etc.
- 15.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 15.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

16. Bid Security (Earnest Money)

- 16.1 The Tenderer shall submit the Bid Security (Earnest Money) as under:
- 16.2 As part of financial bid envelope, **failing which will cause rejection of bid.**
 - 16.2.1 if Total Tender Price is less than or equal to PKR 100.00 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
 - 16.2.2 if the Total Tender Price is more than PKR 100.00 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;
 - 16.2.3 for a sum equivalent to 2% of the Total Tender Price;
 - 16.2.4 denominated in Pak Rupees;
 - 16.2.5 having 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.
- 16.3 The Bid Security (Earnest Money) shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
 - 16.3.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 16.3.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 16.3.3 If the Tenderer, 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.
- 16.4 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security.

17. Tender Validity

The Tender shall have a minimum validity period of ninety days from the last date for

submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

18. Modification / Withdrawal of the Tender

18.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

18.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

19. Opening of the Tender

19.1 Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s), if available, for which they shall ensure their presence without further invitation.

19.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

19.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

20. Clarification of the Tender by the Purchaser

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 Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the purchaser

21. Determination of Responsiveness of the Bid

21.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

21.1.1 meets the eligibility criteria for the Tenderer for the Services;

21.1.2 meets the Technical Specifications for the Services;

21.1.3 meets the delivery period / point for the Services;

21.1.4 meets the rate and limit of liquidated damages;

21.1.5 offers fixed price quotations for the Services;

21.1.6 is accompanied by the required Tender Security as part of financial bid envelope;

- 21.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;
- 21.1.8 is otherwise complete and generally in order;
- 21.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 21.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

22. Tender Currency

All financial transactions (cost estimates & payments) under this tender would be made in Pakistani Rupees (PKR).

23. Correction of errors / Amendment of Tender

- 23.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 23.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - 23.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 23.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 23.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 23.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 23.4 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
- 23.5 The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.

- 23.6 The Tenderers may offer discounts for items which shall be taken into account in the evaluation of the Tenders so as to determine the Tender offering the lowest evaluated cost for the Purchaser in deciding award(s) for whole tender.

24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) of services required without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive; or
 - 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 24.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 24.2.5 the Tenderer submits more than one Tenders; or
 - 24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 24.2.7 the Tenderer has conflict of interest with the Purchaser; or
 - 24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or
 - 24.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
- 24.3 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.4 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

25. Acceptance Letter (Letter of Intent)

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the validity period of the Tender and which shall constitute the contract till execution of formal contract. However, the Purchaser reserves exclusive right to cancel the Letter of Intent (LOI) at any time without giving any reason thereof.

26. Performance Security

- 26.1 The successful Tenderer shall furnish Performance Security as under:
- 26.2 within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;
- 26.2.1 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
 - 26.2.2 for a sum equivalent to 10% of the contract value;

- 26.2.3 denominated in Pak Rupees;
- 26.2.4 have a minimum validity period until the date of termination of services, or fulfillment of all obligations under the contract, whichever is later.
- 26.2.5 The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 26.3 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Intent and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

27. Award Criteria

- 27.1 At first step tenderer fulfilling mandatory requirements and qualification criteria will stand qualified technically.
- 27.2 At second step technically qualified & successful tenderer will be selected on lowest cost quoted, irrespective of their score in previous step.

28. Redressal of grievances by the procuring agency

- 28.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 28.2 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 days after the announcement of the bid evaluation report under rule 35 of PPRA rules 2009.
- 28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.5 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

TERMS & CONDITIONS OF THE DRAFT CONTRACT

**DRAFT Contract for PROCUREMENT OF SERVICES FOR
SUPPORT & MAINTENANCE FOR MAINTENANCE
MANAGEMENT SYSTEM FOR AGRI MACHINERY**

between

Punjab Information Technology Board (PITB)

and

Successful Bidder/Contractor (_____)

Dated:

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III.	Technical Specifications

I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the Purchaser] (the “Purchaser”), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “Contractor.”

RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Services and provide the Services, 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 Services.
3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder’s Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations
 - e. The Technical Specifications

- f. Tender Form
 - g. Price Schedule
 - h. Affidavit(s)
 - i. Authorized Dealership / Agency Certificate
 - j. Performance Security
 - k. Service Level Agreement (SLA)
 - l. Non-Disclosure Agreement (if required)
 - m. Any Standard Clause acceptable for Purchaser
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.

II General Conditions of Contract

29. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser. The contract duration shall be initially for one year and extendable on mutual consent.

30. 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.

31. 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.

32. Standards

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

33. Patent Rights

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.

34. Execution Schedule

The Contractor shall submit an Execution Schedule, giving details of services rendered, as required under the Contract, to the Client, within three days of the signing of the Contract.

35. Payment

Support and Maintenance Payment Schedule of Existing Implementation

SR NO	ITEM	Payment
1	Monthly Support and Maintenance Payment for Existing SAP implementation at Agriculture Department.	Payments will be made on monthly basis.

Additional License Payment

SR NO	ITEM	Payment
2	Additional Shop Floor/Warehouse Licenses (If required)	Upon successful delivery & activation of license

Annual Recurring License Cost

SR NO	ITEM	Payment
3	Application License fee for SAP Application Developer (1 user), SAP Shop Floor or Warehouse (19 concurrent users), Enterprise Foundation Package (1 user), SAP Max DB – Against already Procured Licenses (Against the existing implementation)	Paid annually upon successful delivery & activation of listed items
4	Application License fee for 1 additional Shop Floor/Warehouse License (Against the purchase mentioned vide Sr. No 2 of Additional License cost (If required)	

- 35.1 The Contractor shall provide all necessary supporting documents along with invoice e.g. import documents, bill of entry, warranty certificates and all other relevant documents mentioned vide this document or signed contract.
- 35.2 The Contractor shall submit an Application for Payment (Invoice), in the prescribed form, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- 35.3 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in

advance. The Purchaser shall make payment for the Services provided, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

35.4 Payments shall be made against successful delivery of services as mentioned vide scope of services and price table of this document and after issuance of satisfactory certificate by the relevant Technical Team Lead.

35.5 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Intent and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

36. Price

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule or not agreed by the Purchaser as per this Contract.

37. Contract Amendment

37.1 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 Services / the Works, in whole or in part.

37.2 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.

37.3 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

37.4 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.

37.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

38. Assignment / Subcontract

38.1 The Contractor may assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

38.2 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.

39. 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 with a copy to the Client, 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 with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

40. Liquidated Damages

- 40.1. If the Contractor fails / delays in performance under the Contract / violates the provisions of the Contract / commits breach 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 as per following details:
 - 41.1.1. If Down Time between 8 hours to 24 hours, penalty will be imposed at the rate of 10% of monthly charge.
 - 41.1.2. If Down Time between 25 hours to 72 hours, penalty will be imposed at the rate of 50% of monthly charge.
 - 41.1.3. If Down Time exceeding 72 hours, penalty will be imposed at the rate of 100% of monthly charge for that month.

41. Blacklisting

- 41.1 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 in public sector.
- 41.2 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 in public sector.

42. Forfeiture of Performance Security

- 42.1. The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:
 - 42.1.1. If the Contractor commits a default under the Contract;
 - 42.1.2. If the Contractor fails to fulfill any of the obligations under the Contract;
 - 42.1.3. If the Contractor violates any of the terms and conditions of the Contract.
 - 42.1.4. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
- 42.2. 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.
- 42.3. Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

43. Termination for Default

- 43.1 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 with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the 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.
- 43.2 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, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

44. 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 with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

45. Termination for Convenience

- 45.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 45.2 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 services, the Purchaser may elect:
- 45.3 to have any portion thereof completed and delivered; and/or
- 45.4 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services or Works previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

46. Force Majeure

- 46.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the contractor. Non- availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Purchaser.
- 46.2 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.

46.3 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, 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.

47. Dispute Resolution

47.1 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.

47.2 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.

48. Statutes and Regulations

48.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. 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.

48.2 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.

49. Taxes and Duties

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

50. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract including legal stamp duty amounting of relevant value of total contract price as per Govt. laws, rules and regulations, and the Purchaser shall in no case be responsible / liable for those costs / expenses. The Contractor shall provide legal stamp papers of relevant value as per Govt. rules and regulations for signing of the contract and the Purchaser shall in no case liable to pay for this cost.

51. The Client

51.1 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.

51.2 The Contractor shall proceed with the decisions, instructions or approvals given by the

Client in accordance with these Conditions.

- 51.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

52. Authorized Representative

- 52.1 The Purchaser, the Client 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.
- 52.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- 52.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 52.4 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.
- 52.5 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 52.6 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 / the Client who shall confirm, reverse or vary such decision or instruction.

53. 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.

54. Training

- 54.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of supply of such Services to be supplied under the Contract
- 54.2. 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.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]**:

For **[full legal name of the Contractor]**:

Signature

Signature Name Name Witnessed By:

Witnessed By:

WITNESSES

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

55. Special Stipulations

SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Tender Security	<p>The Contractor shall furnish the Tender Security as under:</p> <p>for the whole Tender;</p> <p>if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 100 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; for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees;</p> <p>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>within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;</p> <p>for a sum equivalent to 10% of the contract value;</p> <p>denominated in Pak Rupees;</p> <p>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> <p>In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Intent and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.</p>
Start operation of Services	15 Calendar days from the issuance of acceptance letter.

Liquidated damages for failure / configuration of Services by the Contractor	<p>If the Contractor fails / delays in performance of the obligations, under the Contract / violates the provisions of the Contract / commits breach 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 as per following:</p> <p>If Down Time between 8 hours to 24 hours, penalty will be imposed at the rate of 10% of monthly charge.</p> <p>If Down Time between 25 hours to 72 hours, penalty will be imposed at the rate of 50% of monthly charge.</p> <p>If Down Time exceeding 72 hours, penalty will be imposed at the rate of 100% of monthly charge for that month.</p>
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Annexure-A

Technical Evaluation Criteria

The bids will be evaluated in two steps. The first step would ensure that mandatory requirements are met as listed below. In the second step financial proposals of only those firms which meet the requirements will be evaluated.

Bids will only be evaluated if bidder conforms to technological landscape and has sufficient number of resources available for each one of the components as listed below:

PASS MARKS: Any bidder not meeting the 70% pass mark and not fulfilling the mandatory requirements shall 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.

Mandatory Requirements

Valid Authorized SAP implementer/support partner (Documentary proof must be provided).

Sr. No	<u>Technology/Platform</u> (The bidder may write yes if the required certified R2 compliant support resources are available with the bidder)	Compliance (Yes/No)
1.	SAP Max DB	
2.	SAP Shop Floor and Warehouse	
3.	SAP Enterprise Foundation Package	
4.	SAP Application Developer	

Evaluation Parameters for the Bidding Company	Total	Description
Qualification 70%	60	
Financials	15	Audited Accounts of last 1 year OR Copy of Income Tax Returns of last 1 Year. Cumulative Scoring will be applied to determine highest and lowest scores of the companies. Company with highest score will be awarded 15 points and every other in descending order of scores will be given Score of Next Available Highest -3.
Experience	10	Name and details of Similar Projects (Implementation and Support of Maintenance Management System using SAP) (Max10 Projects, Max 1 point per project) State scope & contract value of each project The Evaluation department may verify the provided credentials as well as client remarks through its all available resources.
Proposed Project Staff	10	State roles and number for head count in each role. Provide resumes of proposed staff as an Annexure and include number and type of implementations/support of Maintenance Management System (At least two resources are must for each component of the technological
Trainings and Support	5	The contractor must have the capability and resources to provide necessary and related trainings and support to Master trainers (Testimonials to be provided)
Ability to provide post implementation support	10	Dedicated Helpdesk Team, 1 point per current customer.
	10	Online Trouble Ticketing system with Client Login
<p>Note:</p> <ol style="list-style-type: none"> 1. Technical Evaluation will be carried out on the basis of documentary proof provided by the bidder. 2. Registered SAP support provider certificate is mandatory. 		

Annexure-B

Technical Proposal Submission Form

[Location, Date]

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal/Tender Document dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely, Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant. Date:

Annexure-D

The table is to be read in conjunction with the notes written below and Clause 7 mentioning the Scope.

Support and Maintenance Cost of Existing Implementation

SR NO	ITEM	Unit Cost Per Month including taxes (A)	Number of Months (B)	Total Cost per Month including taxes (A*B)
1	Monthly Support and Maintenance Charges for Existing SAP implementation at Agriculture Department as specified in this Tender Document		12	
TOTAL				X

Additional License Cost

SR NO	ITEM	Unit Price including taxes
2	Additional Shop Floor/Warehouse Licenses (Quote for 1 user only)	
TOTAL		Y

Annual Recurring License Cost (Optional)

SR NO	ITEM	Annual Cost including taxes
3	Application License fee for SAP Application Developer (1 user), SAP Shop Floor or Warehouse (19 concurrent users), Enterprise Foundation Package (1 user), SAP Max DB – Against already Procured Licenses (Against the existing implementation)	
4	Application License fee for 1 additional Shop Floor/Warehouse License (Against the purchase mentioned vide Sr. No 2 of Additional License cost (optional))	
TOTAL		Z

Total Bid Price = X+Y+Z

Note:

- I. TOTAL BID PRICE=X : This will determine the lowest bid
- II. The bidder must provide costing against Sr. Nos. 2,3 and 4 of above tables.
- III. PITB reserves the right to purchase additional licenses, if required, at quoted unit price against item# 2, 3 and 4 from the lowest successful eligible bidder.
- IV. The purchaser is in no way bound to purchase in number equal to, less than or greater than the units and volumes given in above tables.
- III. Additional Recurring Licensing Cost for every new license will be paid accordingly as quoted for item#4.
- IV. The price quoted must be inclusive of all taxes per applicable laws.

In the capacity of
Duly authorized by

Signature of authorized person

Name & Official Seal:

Date _____ Place _____

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Annexure-E
Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

Annexure-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On a Legal stamp paper)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Computerized National Identity Card (CNIC) no. (complete CNIC no.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address) Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

Annexure-G

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure-H

AFFIDAVIT

Integrity Pact (on legal stamp paper)

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

Annexure-I

TENDER SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name (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 2012.

GUARANTOR

Signature _____ CNIC # _____

Name _____ Designation _____ Address _____

Annexure-J

PERFORMANCE SECURITY

Issuing Authority: Date of Issuance: Date of

Expiry:

Claim Lodgment Date: (Must be one month later than the date of expiry)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Services and render the Services against Tender Name (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 seven 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, for a sum equivalent to Rs. _____ (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 expiry of warranties or all

obligations have been fulfilled in accordance with the Contract, whichever is later. Date this ____ day of
2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-K

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous one year (most recent to oldest in (PAK Rupees))
	Year 1 (Year)
Information from Balance Sheet:	
(1) Total Assets (TA)	
(2) Current Assets (CA)	
(3) Total Liabilities (TL)	
(4) Current Liabilities (CL)	
Information from Income Statement:	
(5) Total Revenue (TR)	
(6) Profits before Taxes (PBT)	
Net Worth (1) – (3)	
Current Ratio (2) / (4)	

Provide information on current or past litigation or arbitration over the last one (1) year as shown in the form below.

Litigation or arbitration in the last one (1) year: No: _____ Yes: _____ (See below) Litigation and Arbitration During Last one (1) Year.

Year

Matter in Dispute

Value of Award Against
Contractor in PAK Rupees

Authorized Signatures with Official Seal