

Tender Document

ELECTRONIC MAIL & IDENTITY MANAGEMENT INFRASTRUCTURE



Punjab Information Technology Board

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INVITATION TO BID

1. To embark a landmark project to roll out IT enabled services in different Public sector departments; Punjab Information Technology Board (hereinafter referred to as “the Purchaser”) invites / requests sealed proposals (hereinafter referred to as “the Tenders”) for the Supply, Installation, testing, commissioning, integration and deployment of Microsoft Platform identity management, Email Services etc. 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**.
2. The bidding document carrying all details can be downloaded from PPRA website <http://ppra.punjab.gov.pk> and PITB website <http://www.pitb.gov.pk>. All bidders are required to submit the deposit slip, amounting Rs. 500/- in PITB A/C No. UBL 1534-9, SAM Branch, LCCI, Lahore, per each response, to Accounts Officer, 15-1-C Model Town, Lahore.
3. All bids/proposals conforms in all material respects to the requirements and criteria set forth in this request for proposal and best meets the needs of PITB must be accompanied by a call deposit receipt (CDR) of two percent (02%) of total bid amount which will be refunded once the bidding process has been completed and contract awarded to the successful tenderer. The bids along with the CDR must be delivered to the office of the Accounts Officer, Punjab Information Technology Board, Lahore on or before 1500 hours on **15th February, 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 1500 hours on **15th February, 2011**.
4. Extensions to the Response Due Date(s) will not be granted, nor assumed to be granted, without written authorization from either the Primary or Secondary Contact. Any such written authorization will be notified to all tenderer.
4. Bidders shall submit bids/proposals, 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.
5. As authority competent to accept the tender, the Purchaser reserves the right to accept or reject one or all the tenders without assigning any reason thereof.
6. All prices quoted must include any Taxes applicable, such as GST, Income Tax, etc. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
7. After the proposals are opened, they will be evaluated based upon the criteria outlined in this document. The contract shall be entered into with the best responsible and responsive vendor whose proposal conforms in all material respects to the requirements and criteria set forth in this request for proposal and best meets the needs of PITB Enterprise IT Services.

- 8 Failure to comply with any terms and conditions in the tender document and contract given out to the successful tenderer could incur imposition of penalties as spelled out lately in the contract.
- 9 For Hardware installation, configuration, deployment, commissioning and testing proposed duration is four (04) – six (06) weeks and for managed services time duration is within ten (10) – twelve (12) weeks from the signing date of Contract. Maximum acceptable time frame for delivery and implementation is twelve (12) weeks or less however the tenderers may propose earlier time lines.

TERMS AND CONDITIONS OF THE TENDER

1. Definitions

1. In this document, unless there is anything repugnant in the subject or context:
 - 1.1.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
 - 1.1.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
 - 1.1.3 "Client" means the specific Punjab Government Department for which the Goods / Services has been procured or any other person, duly appointed in writing, by the Purchaser, for the time being or from time to time, to act as Client for the purposes of the Contract.
 - 1.1.4 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
 - 1.1.5 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
 - 1.1.6 The terms 'Bidder' and 'Contractor' are used throughout this document. The term 'Bidder' refers to any party that is a recipient of this Bid, that submits a response to this bid, and that participates in the bid process up to contract signing. The term 'Contractor' refers to the successful Bidder(s) that may be ultimately selected as a company whose Tender has been accepted by the Purchaser.
 - 1.1.7 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
 - 1.1.8 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
 - 1.1.9 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
 - 1.1.10 "Day" means calendar day.
 - 1.1.11 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.
 - 1.1.12 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - 1.1.13 "Services/Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.

- 1.1.14 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 1.1.15 "Prescribed" means prescribed in the Tender Document.
- 1.1.16 "Purchaser" means the Punjab Information Technology Board or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 1.1.17 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.
- 1.1.18 "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 1.1.19 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 1.1.20 "Works" means work to be done by the Contractor under the Contract.
- 1.1.21 "MRF" means Microsoft Reinvestment Fund
- 1.1.22 "SPA" Strategic Partnership Agreement

2. Headings and Titles

- 2.1 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.

3. Confidentiality

- 3.1.1 The successful vendor will enter NDA with PITB before signing the contract.
In addition, Contractor should adhere to the following.
- 3.1.2 This RFP and PITB's process of evaluating sourcing opportunities, as well as the timing and content of any meetings, discussions and negotiations between PITB and the Contractor, will be deemed 'Confidential Information'.
- 3.1.3 Contractor must recognize and acknowledge that PITB operates in a sensitive environment in sync with Provincial Government and, for that reason, expects that Tenderer will treat all materials and data provided by PITB as confidential.
- 3.1.4 Under consultation with PITB, the Primary Contact (see below) must approve distribution or sharing of this RFP document and any attachments with any other parties. Contractor may disclose relevant parts of this RFP to their relevant business partners and/or subcontractors, provided that the partners and/or subcontractors have first executed an NDA with PITB.
- 3.1.5 Any Contractor that shares this RFP, any subsequent documentation from PITB, or any information whatsoever relating to this process, either physically or orally, with any other parties, without the prior written agreement of PITB, or without an NDA being proven, in advance, to be in place between PITB and the recipient party, may be automatically disqualified from the supplier selection process.

4. Intellectual Property

- 4.1.1 All materials provided by PITB for the purposes of this bid are copyright to and will remain copyright and the intellectual property of PITB and all rights therein

are reserved.

- 4.1.2 No part of any such materials may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical, optical or otherwise, now known or hereafter invented, for any purpose other than the preparation and submission of a response to this bid, without the prior written permission of PITB.
- 4.1.3 PITB reserves the right, at its sole discretion, to exclude immediately any applicant or third party found to be in breach of intellectual property rights, and to take any action in pursuit of remedy for such breach as may be deemed appropriate.

5. Response Format

- 5.1 Bidders shall ensure that they fully comply with the instructions set out in this document of the bid for the submission of their responses.
- 5.2 Bidders shall provide a comprehensive written reply to each applicable section of this TENDER. Bidders are requested to be as informative as possible and fully compliant to the reference solution design on **Annexure-A** along with compliance to Microsoft standards and fully compliant with the hardware BOQ in **Annexure-B**.
- 5.3 Tenderers are requested to provide concise and factual responses and to refrain from including excerpts from existing marketing material in their submissions.
- 5.4 The Tender shall be in two parts i.e. the technical proposal and the 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.
- 5.5 The Technical Proposal shall comprise the following, without quoting the price:
 - 5.5.1 A list showing the location of Head Office along with those of Branch Offices.
 - 5.5.2 Participating vendor should have a strong local presence for proper solution deployment.
 - 5.5.3 Principal should have a registered office in Pakistan.
 - 5.5.4 The Solution Hardware should be manufactured by principal and it should not be third party OEM.
 - 5.5.5 A list of technical expertise and qualified maintenance engineers/staff to handle the hardware maintenance task efficiently along with their qualification.
 - 5.5.6 A list of existing Install base of the proposed SAN storage solution in Pakistan. Evidence of similar SAN storage installations in Pakistan during the last 4 years along their Names, Addresses and Phone Numbers.
 - 5.5.7 A list of existing Install base by the bidder of the proposed backup disk library solution in Pakistan. Evidence of similar installations in Pakistan during the last 4 years along their Names, Addresses and Phone Numbers.
 - 5.5.8 Physical (SAN storage hardware) demonstration of the proposed solution at vendor's premises in Pakistan after submission of proposal.
 - 5.5.9 A certificate describing the guaranteed response time after a hardware failure when the complaint is lodged within the warranty period. The maximum expected response time should also be defined and must not be more than 02-hours and replacement of faulty equipment within 24-hours of reporting time.
 - 5.5.10 Credential showing warranty for minimum three years with parts and labour or as given by manufacturer whichever is higher.
 - 5.5.11 A clear written commitment to the effect that if any component of equipment supplied is failed during warranty period it shall be replaced with the same component.

- 5.5.12 Vendor must comply with the Hardware/Software specifications mentioned in Annexure-B.
- 5.5.13 Number of years in business at least five years preferable.
- 5.5.14 Experience with providing Enterprise Services Support to similar organizations.
- 5.5.15 Experience with problem identification and resolution, escalation, and proactive analysis.
- 5.5.16 Flexibility of the Vendor to meet changes of PITB's requirements during the contract.
- 5.5.17 Geographical coverage across Punjab
- 5.5.18 The primary reason for adopting this approach is that PITB has a necessarily aggressive project timescale, and all efforts are being made to accelerate the supplier selection process. The evaluation process is designed to enable PITB to make a clear decision, based on the information submitted, selecting the Respondents that are most capable of delivering an optimal solution to meet PITB's requirements.
- 5.5.19 Affidavit
- 5.5.20 Authorized Dealership / Agency Certificate / Partnership Certificate(s)
- 5.5.21 Technical brochures and Literature (if any)
- 5.5.22 Complete Project Plan with resource details (Resources details, Cost per resource, Expected Job description of each resource, Organizational Chart (oak Chart), Resource Consumption Sheet). Time to supply and deploy (minimal to business will be rated higher)
- 5.5.23 Details of Microsoft Deployments with documentary proof (relevant Clientele details including (Name of customer and name of customer contact person etc.))
- 5.5.24 Number of support resources currently deployed across different customers with detailed resumes/CVs, catering to SLA and Managed Support on similar projects.
- 5.5.25 Details of Microsoft Certified Professionals for implementation, training and maintenance.
- 5.5.26 Points of presence in different cities (Office Address, Contact Person, Contact numbers, email, fax no etc.)
- 5.5.27 Value addition offer other than demanded requirements.
- 5.5.28 Advance Income Tax copy (Last Challan Copy) of employee salaries.
- 5.5.29 Registration Certificate for Income Tax & Sales Tax.
- 5.5.30 Audited Balance Sheet Copy / Income Tax & Sales Tax Returns for the last three years; less than three years will be considered as average and if audited balance sheet is not available then tenderer will provide copy of Tax return.
- 5.5.31 Last three years profitability certificate
- 5.6 The Financial Proposal shall comprise the following:
 - 5.6.1 Tender Form
 - 5.6.2 Tender Security
 - 5.6.3 Performance Security
 - 5.6.4 Power of Attorney, if an authorized representative is appointed

6. Authority to Quote

- 6.1 A duly authorized representative of the Contractor's company must submit quotations. A quotation from an unauthorized representative may be rejected.

- 6.2 A duly authorized representative of the Contractor's company will serve as single point of contact and that individual will be responsible for receiving and disseminating information and maintaining the security of user ID's, passwords and networking and configuration information.
- 6.3 An agent of the Contractor may submit the quotation only if that person is authorized to sign contracts on behalf of the Contractor's company. Responses submitted by agents not so authorized will be rejected.
- 6.4 Responses from the tenderer showing the listed below capabilities will be accepted:
 - 6.4.1 Tenderer shall have top tier hardware partnership or in case of joint venture tenderer's partner should have top tier hardware partnership to deliver the required hardware.
 - 6.4.2 Tenderer shall have Microsoft partnership or in case of joint venture tenderer's partner should have relevant Microsoft partnership.
- 6.5 Responses submitted by tenderer not complying with the above mentioned points will be rejected.

7. Contact Details

- 7.1 The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Director General, PITB

Email: aamir@pitb.gov.pk

15-1-C, Model Town, Lahore, Punjab
Pakistan.

Secondary Contact

Joint Director (IT Operations), PITB

Email: omair@pitb.gov.pk

15-1-C, Model Town, Lahore, Punjab
Pakistan.

- 7.2 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 the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through one of the Secondary Contacts.
- 7.3 Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's nominated person through whom all communications shall be directed until the process has been completed or terminated.

8. Key Dates

The following timetable will govern the bid and bidder selection processes.

Bid schedule

Activity/Event	Closing Date/Time
Issuance of TENDER	28 January, 2011

Closing date for supplementary questions arising from TENDER	15 th February, 2011
TENDER response - submission deadline	15 th February, 2011

These dates are mission-critical. Delays and late submissions will not be accepted. Proposal presentation dates will be announced separately (if required) on two working days' notice.

9. Questions relating to the bid

- 9.1 Questions regarding the bid may be submitted to the Primary Contact and copy to secondary contact, via email by 14th February, 2011. Every attempt will be made to promptly answer all enquiries from each bidder. At the discretion of PITB, details of questions received from individual bidders, and corresponding PITB answers, may be circulated to all recipients of the bid. In this case, PITB will not reveal the identities of the bidders that submitted the questions.

10. Notice

- 10.1 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:
- 10.1.1 in writing;
 - 10.1.2 issued within reasonable time;
 - 10.1.3 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
 - 10.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

11. Tender Scope

- 11.1 Tenderers to this tender are required to study its contents carefully and are expected to submit proposal for Hardware & Software along with required license requirement. Procurement of licenses is not part of this proposal.
- 11.2 PITB has approximately 1200 existing users to be provisioned with email currently along with same number of PCs and notebooks. PITB is expecting to have a total of approximately 15,000 users in the coming three years. There is no existing on-site Enterprise Services Infrastructure available for PITB.
- 11.3 PCs and laptops are currently running a mix Window XP, Vista and Windows 7 Operating Systems; moving on Windows 7 will be adopted as standard OS across PITB; all end user migrations are done locally; vendors are required to ensure that their suggested solution accommodates such upgrades; end user OS upgrade is not in the scope of this TENDER.
- 11.4 At the end of contract, contractor would be required to go through all the professional requirements to handover the project to PITB or its nominee as decided by PITB.

Scope of Services

Sr. No.	Description	Product
1.	E-mail Services (client/web/mobile/push)	Ms. Exchange Server
2.	Communication and collaboration services (conferencing services)	Ms. Lync. Server
3.	Active Directory Services.	Ms. Windows Server
4.	Domain Naming Service (DNS)	Ms. Windows Server
5.	Dynamic Host Configuration Protocol (DHCP)	Ms. Windows Server
6.	Internet Service	Ms. Windows Server / TMG / ISA
7.	Antivirus & Related Services (antispam, anti-phishing etc.)	Ms. TMG
8.	Software Distribution and Patch Management	Ms. System Center / MSUS
9.	Datacenter Server monitoring	Ms. System Center
10.	Backup Infrastructure	-
11.	Integration of all above within Enterprise Services and with other required applications/ services	-

- Tenderers are expected to provide end-to-end solution encompassing HW, SW and Services on turnkey basis.
- Deliverables include the following:
 - Installation of hardware & software required for this project.
 - Provisioning of services to our Government Departments.
 - Configuration & provisioning of services on Active Directory, Exchange, Firewalls and other components of the solution.
 - Training of PITB personnel in all skills necessary to provide premium Enterprise IT Services support.
 - Service Level Agreement for the support of above implemented hardware & software.
 - Migration of current system users to new environment.
 - Supply of Services items and related features (mentioned vide tender document, vendor proposal and vendor presentations), configurations, deployments, commissioning, testing, training, after-sale support etc.
 - Supply of any other services coming out of this scope of work.

Contractor Responsibility

- Contractor will use PITB Technical Infrastructure in order to implement Enterprise IT Services.
- Contractor accessing PITB's systems or networks will be required to sign a Non-Disclosure Agreement (NDA).
- Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, information, and other items or services furnished under this Agreement.
- Negotiation of any new requirements pertaining to this scope of work.

- Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all items or services furnished under this Agreement.

PITB Responsibility

- Provide reasonable access to personnel, data and reports that are currently available and legitimately required by the Vendor for the conduct of these services.
- Communicate scheduled upgrades or planned outages.
- Negotiation of any new requirements pertaining to this scope of work.

Support and Maintenance/ SLA Cost:

PITB is soliciting an SLA with the solution provider that will bind vendor to provide support and maintenance of implemented hardware and software.

All Tenderers are requested to provide total cost for 3 years for the Enterprise Services Solution support and maintenance. Also provide the breakdown of cost in terms of upgrade (in terms of cost units, e.g. number of seats etc., and version upgrades), support categories (Normal or extended hours).

Note: Time period of Support and Maintenance/ SLA will start after the successful implementation of the project and subsequent sign off of acceptance by PITB.

For support/maintenance services, the Tenderer shall comply with the following principles:

- The system support fees proposal shall include all services necessary to restore full operating functionality and capacity including but not limited to: technical support services, emergency support and software support. These are to be presented as separate line items.
- The Tenderer shall propose fees for in-country based first-line and second-line maintenance and give options for second- and third-line maintenance services based remotely, as well as in-country.

If Tenderers are proposing alternative methods of delivering hardware and software support services, they are to provide alternative coated options.

Other Terms and Conditions

- All subcontractors must be identified in your proposal response. If Sub-Contractors are used, PITB will consider the proposing Vendor to be the Prime Contractor and to be solely responsible in all contractual matters.
- PITB shall be entitled to request the replacement of individuals working on this contract. The Vendor is responsible for ensuring that any substitute personnel have required skills and experience. PITB reserves the right to receive background information for substitute personnel prior to commencement of activity on this contract.
- The Vendor shall not disclose any information related to PITB networks or systems without the prior knowledge and approval of the PITB.
- The initial terms of this agreement shall be for the period of three years subject to requisite of increase in gestation period of the project.

- Access shall be restricted to the systems and for the purposes described in PITB responsibility. Any access, which is not expressly permitted, is denied.
- PITB networks shall not be used by the Vendor to access the Internet, other systems or networks, or E-mail for personal use. In addition, PITB networks shall under no circumstances be used to sweep, scan or attempt to determine the topology or security of other systems or networks. In the event that accidental or unintended intrusion does occur, the connection will be terminated immediately.
- Vendor shall make no attempt to implant code, cause the connected network, workstation or system to sniff or collect packets, create additional user accounts (or unauthorized access methods, commonly known as “backdoors”), or in any way alter or record the activities of PITB systems.
- PITB reserves the right to approve or amend as necessary, any connections requested or required by Vendor.
- All connections require authentication, which must be unique to each user. Users may be subject to background checks and prior approval in order to be granted access.
- PITB must be notified in writing or by acknowledged E-mail of the full names of anyone requiring access or receiving the login information or password. PITB must be notified immediately if any employee having access is terminated from employment with or voluntarily leaves Vendor’s organization so that passwords can be changed or accounts closed.
- PITB shall retain the right to terminate the agreement with the Vendor in case PITB has sufficient reasons to conclude that the Vendor failed to provide the services in accordance with the terms of the said agreement.

12. Tender Eligibility

12.1 Eligible Tenderer is a Tenderer who:

12.1.1 has a registered office in Pakistan;

12.1.2 has required relevant experience;

12.1.3 has required relevant financial capacity;

12.1.4 has the required relevant personnel.

12.1.5 is provider of Services.

12.1.6 Should be a Microsoft Partner.

12.1.7 Tenderer must have efficient complaint management system i.e., (Help Desk, Toll Free Number etc.)

13. Joint Venture

13.1 The Tenderers may form a joint venture of two or more Tenderers. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the Tender.

13.2 One partner will be designated the lead partner and would be get into legal contract with PITB and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender.

13.3 All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in

case of successful Tender, the Contract Deed, to that effect, shall be signed by the lead the partner.

- 13.4 Partners other than the lead would also be bound by the terms and conditions of the contract.

14. Modification / Withdrawal of the Tender Document

- 14.1 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 prospective Tenderer(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 prospective Tenderer(s).
- 14.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.
- 14.3 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.
- 14.4 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.
- 14.5 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.

15. Preparation / Submission of Tender

- 15.1 The Tenderer shall submit only one Tender.
- 15.2 The Tender shall be for all complete scope of work. 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.
- 15.3 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, photocopies may be submitted.
- 15.4 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for
Tender No. [Number of Tender]

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

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

- 15.5 The Tenderer shall seal the Duplicate Technical Tenders in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender No. [Number of Tender]

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

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

- 15.6 The Tenderer shall follow the same process for the Financial Tender.

- 15.7 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 No. [Number 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]

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

Duplicate Tender for
Tender No. [Number 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]

15.9 The Tenderer shall enclose two (2) hard copies one soft copy 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.

NOTE: It is acknowledged that some product brochures and similar material may not be available in soft copy format. In such cases, the hard copies will suffice.

15.10 A duly authorized representative of the tenderer shall sign the original and all the copies of the proposal. The person signing the proposal shall initial all pages of one copy (the 'Master') except for un-amended printed literature.

15.11 The Tender shall be mailed to reach or dropped in the Tender Box placed at the Reception of the Purchaser's office, during office hours, up to due date and time.

16. Tender Price

16.1 The quoted price shall be:

16.1.1 best / final / fixed and valid until completion of the Contract i.e. not subject to negotiation / variation / escalation;

16.1.2 Quoted price for hardware cost should be in Pak Rupees;

16.1.3 Quoted price for managed services cost should be in Pak Rupees;

16.1.4 Inclusive of all taxes, duties, levies, insurance, freight, etc.

16.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the scope requirements.

17. Tender Security

17.1 The Tenderer shall furnish the Tender Security as under:

17.1.1 For the whole Tender;

17.1.2 if Total Tender Price is less than or equal to PKR 5 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

17.1.3 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;

17.1.4 for a sum equivalent to 2% of the Total Tender Price;

17.1.5 denominated in a currency of the Tender;

17.1.6 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.

17.2 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:

17.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

17.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

17.2.3 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.

17.3 The Tender security shall be returned to the unsuccessful Tenderer upon award of the Contract. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security.

18. Tender Validity

18.1 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.

19. Delivery and Implementation Schedule

19.1 For Hardware installation, configuration, deployment, commissioning and testing proposed duration is four (04) – six (06) weeks and for managed services time duration is within ten (10) – twelve (12) weeks from the signing date of Contract. Maximum acceptable time frame for deliver and implementation is twelve (12) weeks or less however the tenderers may propose earlier time lines.

20. Project Documentation and Training

20.1 The vendor shall provide all necessary Technical and project documentation for each phase for the proposed solution. Vendors shall also describe the type and amount of training available for the core technical team of the proposed solution.

21. Pricing Principles

21.1 The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

21.2 The prices stated shall be the Tenderer's best commercial offering. Tenderers should also note that PITB envisages a long-term framework partnership with the successful solution provider(s). Pricing is required with following break-ups.

21.2.1 Managed services pricing shall be quoted on yearly basis for three years. Payment schedule for managed services will be on quarterly basis, where number of licensed users will be 15000 or lower.

21.2.2 Initial contract will be for remaining part of current fiscal year 2010-2011 that will be extendable subject to extension of gestation period of PC-I.

21.2.3 The cost of managed services of three years will be accumulated with the total cost of proposal and the financials will be weighted accordingly.

21.2.4 Payment against the delivered Hardware will be made in Pak rupees through treasury cheque and payment against the implementation of the required services will made in PKR equivalent of quoted and on the date of financial opening through Microsoft Reinvestment Fund (MRF).

Sr. No. (C1)	Item Description (C2)	Total Cost (PKR) @ One Year (C3)
R1	Hardware (Servers)	
R2	SAN, , Racks Infrastructure & Disk Library Requirements	
R3	Implementation Cost	
R4	Annual Maintenance	
Total amount for (3-Years)		3 * (R1C3+R2C3+R3C3+R4C3)

22. Opening of the Tender

22.1 Tenders shall be opened, at the given place, time and date, in the presence of the

Tenderer(s) for which they shall ensure their presence without further invitation.

- 22.2 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.

23. Clarification of the Tender

- 23.1 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.

24. Determination of Responsiveness of the Tender

- 24.1 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:

- 24.1.1 meets the eligibility criteria for the Tenderer;
 - 24.1.2 meets the Technical Specifications for the Goods / the Services;
 - 24.1.3 offers fixed price quotations for the Services;
 - 24.1.4 is accompanied by the required Tender Security;
 - 24.1.5 is otherwise complete and generally in order;
 - 24.1.6 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 24.2 Technical Proposals of only those bidders whose Technical Proposals are found to be substantially responsive to the Technical Specifications, will be considered.
- 24.3 Financial Proposals of those bidders whose Technical Proposals have been found to be substantially responsive will be considered. It is clarified, for the avoidance of any doubts, that Financial Proposals of any bidder whose Technical Proposal is not substantially responsive, will not be considered.
- 24.4 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.
- 24.5 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.
- 24.6 Bidders must study its contents carefully and are expected to submit proposal for related managed services. Failure to meet this condition will cause disqualification of the bidder.
- 24.7 Bids/Proposals received after the due date(s) may (at the sole discretion of PITB) be rejected. PITB reserves the right, without giving a reason, to extend the due date(s).
- 24.8 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the scope of work without any change in 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 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.
- 24.9 The Tender shall be rejected if it is:

- 24.9.1 not for all Items; or
- 24.9.2 substantially non-responsive; or
- 24.9.3 not pre-qualified on technical proposal; or
- 24.9.4 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.9.5 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
- 24.9.6 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.9.7 the Tenderer submits more than one Tenders; or
- 24.9.8 the Tenderer refuses to accept the corrected Total Tender Price; or
- 24.9.9 the Tenderer has conflict of interest with the Purchaser; or
- 24.9.10 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.9.11 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.

25. Evaluation of the Tenders

- 25.1 The Tender Evaluation Committee shall evaluate the Tenders, previously determined to be substantially responsive, in steps. In the first step, Technical Proposal shall be evaluated as per the technical evaluation criteria.
- 25.2 In second step vendors with 85% or more than 85% marks will qualify. If more than five vendors qualify than top five will be selected for step three.
- 25.3 In step three successful vendor will be selected from five qualified vendors on least cost quoted, irrespective of their score in previous two phases, and no marks obtained in first & second phase will carried over to the third phase.
- 25.4 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 25.4.1 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.
 - 25.4.2 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.
 - 25.4.3 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.
- 25.5 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 25.6 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 25.7 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.
- 25.8 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.

- 25.9 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.

26. Acceptance Letter

- 26.1 The Purchaser shall, send the Acceptance Letter to the successful Tenderer, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

27. Performance Security

- 27.1 The successful Tenderer shall furnish Performance Security as under:

27.1.1 within three working days of the receipt of the Acceptance Letter from the Purchaser;

27.1.2 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;

27.1.3 for a sum equivalent to 10% of the contract value;

27.1.4 denominated in a currency of the Contract;

27.1.5 have a minimum validity period of three years from the date of Award Notification.

27.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

27.2.1 If the Contractor commits a default under the Contract;

27.2.2 If the Contractor fails to fulfill any of the obligations under the Contract;

27.2.3 If the Contractor violates any of the terms and conditions of the Contract.

27.3 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. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity.

TERMS & CONDITIONS OF THE CONTRACT

28. Contract

- 28.1 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.

29. Contract Documents and Information

- 29.1 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.

30. Contract Language

- 30.1 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.

31. Patent Right

- 31.1 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 Service or any part thereof.

32. Inspection and Testing

- 32.1 The Purchaser shall inspect the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.
- 32.2 The Purchaser may reject the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Services and will make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

33. Warranty

- 33.1 The Contractor shall warrant to the Purchaser that the Goods supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, unaltered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 33.2 The Contractor shall further warrant that the Goods supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods.
- 33.3 The Contractor shall provide Manufacturer's warranty for minimum three years (hereinafter referred as Warranty Period), after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:
- 33.3.1 Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation in Lahore and 48 hours outside Lahore;
- 33.3.2 On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 24 hours.
- 33.4 The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.
- 33.5 The purchaser retain the rights to enter into annual maintenance contact with the supplier at 10% or lower of the cost at which the goods were supplied
- 33.6 The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.
- 33.7 The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.
- 33.8 The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.
- 33.9 The end user licenses, end user warranties and end user contracting support

services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

- 33.10 The contractor shall guarantee and be responsible for the quality of their services and for ensuring that it provides a full working solution to meet PITB's initial and long-term requirements.

34. Payment

- 34.1 The Contractor shall submit an invoice for Payment to the Client. The invoice 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. Any other charges pre-approved by PITB relevant person.
- 34.2 The Client shall issue Invoice to the Purchaser, with a copy to the Contractor, verifying the amount due, within fourteen days of receipt of an invoice for Payment. The Client may withhold Invoice on account of non-satisfactory performance of the Services. The Client may make any correction or modification in a Invoice that properly be made in respect of any previous certificate.
- 34.3 The Purchaser shall pay the amount verified in the invoice within reasonable time period of receipt of invoice. 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 cheque or through MRF.
- 34.4 Payments shall be made in accordance to the schedule given below.
- 34.4.1 Payment against the delivered Hardware will be made in Pak rupees through treasury cheque and payment against the implementation of the required services will made in Pak rupees through Microsoft Reinvestment Fund (MRF).
- 34.4.2 Managed services pricing shall be quoted on yearly basis for three years. Payment schedule for managed services will be on quarterly basis.
- 34.4.3 Hardware pricing shall be quoted as mentioned vide Annexure-B (BOQ) with three years warranty. Payment schedule for hardware will be on successful deployment/installation/commissioning of provided hardware, complete in all respects.
- 34.5 All payments shall be subject to any and all taxes applicable under the laws of Pakistan.

35. Contract Amendment

- 35.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, alter, amend, omit, increase, decrease or otherwise change the scope, of Services, in whole or in part.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

36. Extensions in time for performance of obligations under the Contract

- 36.1 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.

37. Liquidated Damages

- 37.1 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, 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 Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled completion 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.

38. Blacklisting

- 38.1 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.
- 38.2 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.

39. Forfeiture of Performance Security

- 39.1 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, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

40. Termination for Default

- 40.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract, SLA and NDA / violates any of the provisions of the Contract, SLA and NDA / commits breach of any of the terms and conditions of the Contract, SLA and NDA 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.

- 40.2 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 similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 40.3 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:

41. Termination for Insolvency

- 41.1 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.

42. Termination for Convenience

- 42.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract for its convenience, without any compensation to the Contractor.
- 42.2 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.
- 42.2.1 to have any portion thereof completed and delivered; and/or
- 42.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially provided Services by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

43. Force Majeure

- 43.1 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.
- 43.2 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.

44. Dispute Resolution

- 44.1 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.
- 44.2 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.

45. Statues and Regulations

- 45.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 45.2 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.
- 45.3 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.

46. Taxes and Duties

- 46.1 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.

47. The Client

- 47.1 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.
- 47.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

48. Waiver

- 48.1 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.

SPECIAL STIPULATIONS

SCHEDULE- A: SPECIAL STIPULATIONS	
For ease of reference, certain Special Stipulations are as under:	
Tender Security	The Tenderer shall furnish the Tender Security as under: for the whole Tender; if Total Tender Price is less than or equal to PKR 5 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; 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; for a sum equivalent to 2% of the Total Tender Price; denominated in a currency of the Tender; 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.
Performance Security	The successful Tenderer shall furnish Performance Security as under: 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; denominated in a currency of the Contract; Have a minimum validity period of three years from the date of Award Notification or until the date of expiry of warranty period, whichever is later.
Delivery Point of Goods & Services	The Contractor shall deliver the Services at all districts of Punjab, as specified by the Purchaser at the time of delivery.
Start operation of Services after installation, configuration, deployment, commissioning, testing, and training.	For Hardware time duration is four (04) – six (06) weeks and for managed services is within ten (10) – twelve (12) weeks from the commencement date of Contract
Liquidated damages for failure / delay in supply / Installation / configuration of Goods / Services / Works by the Contractor	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.

TECHNICAL EVALUATION CRITERIA

Qualification Criteria			
Companies			Points
Section 1 - Mandatory Requirements			
1	Capability to provide support on proposed solution & products		
1.1	The vendor must have delivered on Directory Services & Messaging platform		20
1.2	The vendor must have delivered on minimum of twelve (12) SAN solutions in last four years		10
2	Previous experience in Microsoft deployment of 3000+ users		30
3	Number of support resources currently deployed catering to SLA and Managed Support on similar projects		5
4	Time to supply and deploy (minimal to business will be rated higher)		10
TOTAL Section 1			75
SLA / NDA			
Section 2 - Services & Compliance			
1	Deviation from proposed SLA	Not compliant (0), Partial compliant (5), Fully Compliant (10)	10
2	Deviation from proposed NDA	Not compliant (0), Partial compliant (5), Fully Compliant (10)	10
TOTAL Section 2			20
TOTAL Section 3			
Section 3 - Value Adds			
1	Value addition offer other than tender requirements	Not compliant (0), Partial compliant (3), Fully Compliant (5)	5
TOTAL Section 3			5
Section 4 - Corporate Profile			
1	Advance Income Tax copy (Deduction of Employees)		12
2	Registration Certificate for Income Tax & Sales Tax		11
3	Audited Balance Sheet Copy / Income Tax & Sales Tax Returns for the last three years		12
TOTAL Section 4			35
TOTAL Marks Scored			135

TENDER FORM

To:

Purchase officer
Punjab Information Technology Board
15-1-c, Model Town, Lahore.

Gentlemen:

1. We, [Name and Address of the Tenderer], 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 2010.

TENDERER

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 Tenderer.

AFFIDAVIT

1. We, [Name and Address of the Tenderer], do hereby declare on solemn affirmation that:
2. We have not been black listed from any Government Department / Agency.
3. We have not been involved in litigation with any client during the last 3 years.
4. We acknowledge that we have read, understood and accepted the Tender Document.
5. 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 Tenderer(s).
6. 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 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.

Date this _____ day of 2010.

TENDERER

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 Tenderer.

TENDER SECURITY FORM

WHEREAS [Name and Address of the Tenderer] (hereinafter called "the Tenderer") 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 Tenderer 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 Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
2. If the Tenderer does not accept the corrections of his Total Tender Price; or
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.

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 2010.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

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 Tenderer 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 2010.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

CONTRACT

This Contract is made on _____ 2010 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

supply of Computer Software, Hardware, Computer Peripherals, Computer Accessories, Networking Equipment, Office Equipment, Office Furniture, UPS, Power Generator, etc. (hereinafter referred to as "the Goods") and for installation, configuration, deployment, commissioning, testing, training, after-sale support, etc. of said Goods (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. Vendor proposal and presentations etc.
 - g. Price Schedule
 - h. Affidavit
 - i. Authorized Dealership / Agency Certificate
 - j. Financial Summary
 - k. Tender Security
 - l. Performance Security
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 _____

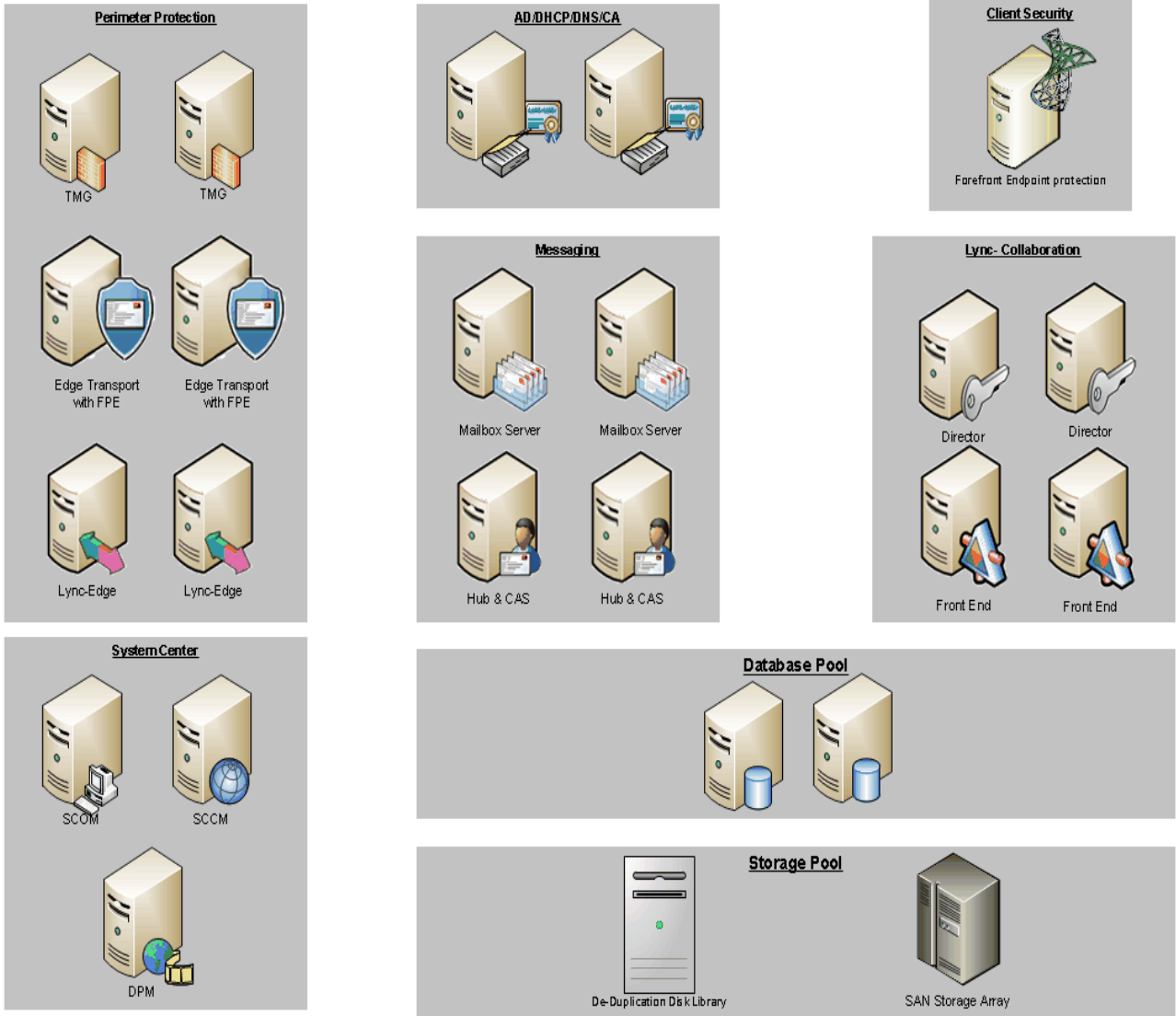
WITNESSES

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE-A (SOLUTION DESIGN)

SOLUTION DESIGN



ANNEXURE-B (BOQ)

BILL OF QUANTITY (BOQ)

Servers

Blade Chassis Solution with Xeon Blades					
S#	ITEM	DESCRIPTION	Qty	U/Price	T/Price
	<u>Blade Chassis</u>		2		
1	Chassis	Latest Chassis Supporting industry standard GbE, FC, 10G E & Infiniband Switches	1		
2	Optical Media	Internal / External Ultra Slim Enhanced Multi-Burner Drive or Higher	1		
3	Power Supply	Redundant power sufficient to support a fully loaded chassis or higher	4		
4	Cooling	Redundant Cooling sufficient to support a fully loaded chassis	2		
5	Back Plane	Passive midplane with no active component on the midplane	1		
6	Rack Mount Kit	Complete rack mount kit with all accessories	1		
7	KVM / Management	Redundant KVM and Management Modules	1		
8	Ethernet Switches	Layer 2/3 Copper Gb Ethernet Switch Module or higher	2		
9	FC Switches	8Gb 20 port Fiber Channel Switch Module or higher	2		
10	SFP Modules	8Gb Short-wave Length SFP Modules	12		
	<u>Management Software</u>				
	Software supporting Blade Fail-over within the chassis				
	<u>Blade Server (7500 Series) Mailbox Server</u>		2		
1	Form Factor	Blade server (half height / full height)			
2	Processor	4 x Intel Xeon Processor Model E7540 2.0 GHz /18MB or Higher cache (6 Core each)			
3	RAM	32GB ECC RDIMM			
4	Hard Drive	2 x 100GB SATA SSD or higher Hot Plug			
5	HBA	8Gb Fiber Channel Expansion Card			
	<u>Blades Servers(5600 Series) Database Server</u>		2		
1	Form Factor	Blade server (half height / full height)			
2	Processor	2 x Intel Xeon Processor Model X5650 2.66GHz/1333MHz/12MB or Higher			
3	RAM	16GB RDIMM			
4	Hard Drive	2 x 300GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD or higher			
5	HBA	8Gb Fibre Channel Expansion Card			

	<u>Blades Servers(5600 Series) AD, System Center, Lync, Forefront Servers, etc.</u>		18		
1	Form Factor	Blade server (half height / full height)			
2	Processor	2 x Intel Xeon Processor Model X5650 2.66GHz/1333MHz/12MB or Higher			
3	RAM	16 GB ECC DDR3 1333MHz VLP RDIMM			
4	Hard Drive	2 x 300GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD or higher			
5	HBA	8Gb Fibre Channel Expansion Card			
	<u>Warranty</u>				
	Three years comprehensive parts replacement warranty on all equipment				

SAN Storage and Disk Library Requirements

Sr #	Requirements
1	Usable Eleven (11) terabytes on RAID5 (4+1)
2	Dual Redundant San Controller In Active Active configuration
3	Min 4 x 8Gbps FC ports for Host connectivity
4	4 x 1Gbps iSCSI Ports for Host Connectivity
5	Must provide support for RAID 0, 1, 1/0, 5, 6
6	6GB or Higher Cache for Faster Read/Write IOPs
7	Fully redundant architecture
8	No single point of failure with N+1 power and cooling
9	Storage Management Tool with both CLI and Web interfaces
10	Must support up to 120 max drives
11	Must support Enterprise Flash Drives, Fibre Channel drives, SATA/FATA drives
12	Must provide support for following drives: FC /10k rpm drives: 300Gb, 400Gb
13	Must provide support for following drives: FC/15k rpm drives: 146Gb, 300Gb, 450Gb
14	Must provide support for following drives: SATA/7200 rpm drives: 1TB
15	Must provide support for following drives: SATA/5400 rpm drives: 1TB
16	Must provide support for following drives: Enterprise Flash Drives: 73Gb, 400Gb
17	SAN Storage performance monitoring and reporting Tool
18	Host performance QoS to ensure application SLA
19	2 x Global Hotspare Drives of same configuration
20	Must support Thin Provisioning, which allows users to physically allocate just the storage that is needed within a defined virtual file system or LUN
21	Support for MS Windows 2008 Native Multi-pathing Software
22	2 x 8Gbps 24 Port FC Switches
23	10M Multi mode LC-LC fiber Cables; appropriate quantities to connect all require hardware to be quoted.
24	Should provide remote maintenance, call home capability
25	Disk library Minimum throughput of 1TB per hour is required
26	Disk library with In line de-duplication process is required
27	Disk library required for Full backup of 10 TB data (weekly full and daily incremental)
28	Disk library must support System Center Data Protection Manager

Rack Infrastructure

42U Enterprise Rack Cabinet with Accessories (Branded)					
S#	ITEM	DESCRIPTION	Qty	U/Price	T/Price
	<u>42U Enterprise Rack Cabinet Qty-02</u>				
1	Rack	42U Rack Cabinet with perforated doors			
2	Console	1U 17inch Flat Panel Monitor Console Kit with Optical Drive			
3	Keyboard / Mouse	USB Keyboard with integrated pointing device			
4	PDU's	Depend on the solution			
5	Filler Panels	1U Quick Install Filler Panel Kit			
		3U Quick Install Filler Panel Kit			
	<u>Warranty</u>				
	Three years comprehensive parts replacement warranty on all equipment				

ANNEXURE-C (NDA)

NON-DISCLOSURE AGREEMENT (NDA)

This Agreement is made and entered into on this _____ day of _____, 2011 by and

Between

Punjab Information Technology Board (PITB) having its office at 15-1-C, Model Town, Lahore, Punjab, Pakistan and (hereinafter called "**PITB**" which expression shall, where the context so permits, include its successors in interests, administrators and assigns); of the One Part

And

_____, a company incorporated under the laws of _____, having its registered office at _____, (hereinafter called "**Company**" which term shall, where the context so permits, be deemed to mean and include its successors in interests, administrators and assigns); of the Other Part.

(PITB and Company are collectively referred to herein as the "**Parties**" and individually as "**Party**".)

BACKGROUND

WHEREAS, the Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the supply of certain equipment and/or provision of certain services (hereinafter referred to as the "Project");

WHEREAS, the Parties may in these evaluations, discussions and negotiations disclose to each other certain Confidential Information (as defined below); and

WHEREAS, the Parties have agreed that disclosure and use of Confidential Information shall be made on the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows.

1. DEFINITIONS

Wherever used in this Agreement the following terms shall have the meanings set forth below:

"Affiliate" means any legal entity, at the time of disclosure to it of any Confidential Information, which is directly or indirectly controlling, controlled by or under common control with any of the Parties.

"Agreement" means this Non-Disclosure Agreement, as it may be amended from time to time.

"Confidential Information" means any information disclosed in any form whatsoever (including, but not limited to, disclosure made in writing, orally or in the form of samples,

models, computer programs or otherwise) by the Disclosing Party to the Receiving Party under this Agreement, provided that (i) such information is at the time of disclosure designated as "confidential" or is marked with the name, sign, trade name or trade mark of the Disclosing Party or (ii) the nature of the information makes it obvious that it is confidential. However, the term Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which a) is on the Effective Date, or thereafter becomes, publicly known without violation of this Agreement, b) is demonstrably developed at any time by the Receiving Party without use of Confidential Information, or c) is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use.

"Contemplated Agreement" means any future legally binding agreement, contract, memorandum of understanding, letter of intent, etc. between the Parties in respect of the Project.

"Disclosing Party" means the Party disclosing Confidential Information to the other Party under this Agreement.

"Effective Date" means the day this Agreement becomes effective in accordance with Sub-article 9.1 hereof.

"Purpose" means the evaluations, discussions and negotiations regarding a contractual relationship between the Parties in respect of the Project.

"Receiving Party" means the Party receiving Confidential Information from the other Party under this Agreement.

NON DISCLOSURE OF CONFIDENTIAL INFORMATION

- 2.1 This TENDER and PITB's process of evaluating sourcing opportunities, as well as the timing and content of any meetings, discussions and negotiations between PITB and the Contractor, will be deemed 'Confidential Information' for the purposes of the Non-Disclosure Agreement (NDA).
- 2.2 Contractor must recognize and acknowledge that PITB operates in a sensitive environment in sync with Provincial Government and, for that reason, expects that Tenderer will treat all materials and data provided by PITB as confidential.
- 2.3 Under consultation with PITB, the Primary Contact (see below) must approve distribution or sharing of this TENDER document and any attachments with any other parties. Contractor may disclose relevant parts of this TENDER to their relevant business partners and/or subcontractors, provided that the partners and/or subcontractors have first executed an NDA with PITB.
- 2.4 Any Contractor that shares this TENDER, any subsequent documentation from PITB, or any information whatsoever relating to this process, either physically or orally, with any other parties, without the prior written agreement of PITB, or without an NDA being proven, in advance, to be in place between PITB and the recipient party, may be automatically disqualified from the supplier selection process.
- 2.5 The Receiving Party shall during the term of this Agreement (as specified in Sub-article 9.2 hereof), Service Level Agreement (SLA) and tender document not disclose to any third party Confidential Information received from the Disclosing Party.

- 2.6 In addition to the responsibility not to disclose Confidential Information to any third party as set out in Sub-article 2.1 hereof, the Receiving Party shall during the term of this Agreement be liable for:
- (i) any loss, theft or other inadvertent disclosure of Confidential Information, and
 - (ii) any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) to whom the Receiving Party under this Agreement has the right to disclose Confidential Information received from the Disclosing Party.
 - (iii) This TENDER and PITB's process of evaluating sourcing opportunities, as well as the timing and content of any meetings, discussions and negotiations between PITB and the Contractor, will be deemed 'Confidential Information' for the purposes of the Non-Disclosure Agreement (NDA).
- 2.3 The Receiving Party shall not be liable for such inadvertent or unauthorized disclosure if it has used the same degree of care in safeguarding such Confidential Information as it uses for its own confidential information of like importance. However, the Receiving Party must in any case have used not less than a reasonable degree of care, and, upon becoming aware of such inadvertent or unauthorized disclosure, notified the Disclosing Party thereof and taken reasonable measures to mitigate the effects of such disclosure and to prevent any further disclosure.

USE OF CONFIDENTIAL INFORMATION

- 3.1 During the term of this Agreement (as specified in Sub-article 9.2 hereof), SLA and tender document, the Receiving Party is not entitled to use the Confidential Information for its own use or for any purposes except those Purpose set forth above.

PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 4.1 The Receiving Party may disclose Confidential Information to any of its Affiliates, in which event the Affiliate shall be entitled to use or disclose the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. THE RECEIVING PARTY HEREBY WARRANTS THAT ANY AFFILIATE TO WHICH CONFIDENTIAL INFORMATION IS DISCLOSED WILL BE BOUND AND WILL ABIDE BY THE TERMS OF THIS AGREEMENT.
- 4.2 The Receiving Party shall limit the dissemination of Confidential Information received from the Disclosing Party to its employees and Affiliates having a need to receive such information to carry out the Purpose.
- 4.3 The Parties acknowledge that the Receiving Party may only disclose Confidential Information received from the Disclosing Party to its contractors, subcontractors, agents, independent consultants, banks, financial institutions or similar entities, upon prior written consent of the Disclosing Party. In the event the Disclosing Party gives such consent, the Receiving Party warrants that any of its contractors, subcontractors, agents, independent consultants, banks, financial institutions or

such other similar entities to which Confidential Information is disclosed will be bound and will abide by the terms of this Agreement.

COPYING AND RETURN OF FURNISHED INSTRUMENTS

- 5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
- 5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property. Such instruments shall be promptly returned by the Receiving Party upon the Disclosing Party's request.

NO REPRESENTATIONS OR WARRANTIES

- 6.1 The Confidential Information is delivered "as is" and all representations and warranties, expressed or implied, are hereby disclaimed.

NON DISCLOSURE OF NEGOTIATIONS

- 7.1 Except as provided in Article 4, each Party agrees that it will not without the other Party's prior written approval disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions.

LIABILITY

- 8.1 Notwithstanding anything else contained herein neither Party shall be liable for any indirect loss or damage including consequential damage.
- 8.2 In any case the total liability of either Party for any cause whatsoever, regardless of the form of action, whether in contract, tort (including negligence) or strict liability or otherwise shall be limited to direct proven damages which shall not at any time exceed in aggregate the amount of PKR 500,000/-.

TERM AND TERMINATION

- 9.1 This Agreement shall become effective on the day it has been duly signed by both Parties. The provisions of this Agreement shall however apply retroactively to any Confidential Information which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.
- 9.2 This Agreement shall remain in force for three (3) years from the Effective Date, unless and to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

GOVERNING LAW AND ARBITRATION

- 10.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Islamic Republic of Pakistan.
- 10.2 Any and all disputes, differences or questions between the Parties with respect to any matter arising out of or relating to this Agreement shall be finally settled in Lahore in accordance with the Arbitration Act 1940 by two arbitrators, one to be nominated by each Party.
- 10.3 Any arbitration award shall be final and binding and may, if necessary, be enforced by any court or authority having jurisdiction.

COPIES OF CONTRACT

- 11.1 The Agreement has been made in two (2) originals of which the Parties have taken one (1) each.

IN WITNESS WHEREOF the Parties have executed this Contract on the date, place and year first mentioned above.

PURCHASER

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

CONTRACTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

WITNESSES

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

WITNESSES

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____