

# **Tender Document**

**Tender No.310042013-1**

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

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### **Punjab Information Technology Board (PITB)**

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**Important Note:**

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

**Applicability of Punjab Procurement Rules, 2009**

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

## **1. Invitation to Bid**

### **1.1 PPRA Rules to be followed**

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

<http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

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

### **1.2 Mode of Advertisement(s)**

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

As per Rule 12(3), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website <http://www.pitb.gov.pk> and from PPRA's website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) for information only. All prospective bidders are required to register themselves with the Procurement Assistant, PITB at above given address by showing the deposit slip of Rs. 2000/-. This amount shall be deposited in PITB's A/C No. UBL 1534-9, SAM Branch, LCCI, Lahore, the deposit slip must accompany respective bid, otherwise the bid will stand rejected.

### **1.3 Type of Open Competitive Bidding**

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

- i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- v. The Purchaser shall evaluate the technical proposal in a manner prescribed in clauses 9, 15, 22 and 24 of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

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

## **2. Bidding Details (Instructions to Bidders)**

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of the clause “Bid Security” of this document in favor of **“Punjab Information Technology Board”**. The bids along with the Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, Lahore on or before 1500 hrs on **26<sup>th</sup> April, 2013**. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on 26<sup>th</sup> April, 2013.

Queries of the Bidders (if any) for seeking clarifications regarding the required services and scope mentioned in this document, must be received in writing to the Purchaser within five (5) working days from the date of Tender advertisement. Any query received after five (5) working days shall not be entertained. All queries shall be responded to within due time. PITB will host a Pre-bid meeting on 16<sup>th</sup> April, 2013 at 3:00 PM at PITB premises (11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

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

It will be imperative for each Bidder(s) to familiarize itself / themselves with the prevailing socio-economic, political, and legal situation for the execution of contract. Purchaser shall not entertain any request for clarification from the Bidder regarding such aspects of submission of the Bid.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible to the Purchaser for all the deliveries and deliverables.

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

**Primary Contact**

Saflain Haider

Senior Program Manager

**Email:** [saflain@pitb.gov.pk](mailto:saflain@pitb.gov.pk)

11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B,  
Ferozepur Road, Lahore, Pakistan.

**Secondary Contact**

Haseeb Raza

Project Coordinator

**Email:** [haseeb.khan@pitb.gov.pk](mailto:haseeb.khan@pitb.gov.pk)

11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B,  
Ferozepur Road, Lahore, Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via 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 the Secondary Contact.

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

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

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

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

## **TERMS AND CONDITIONS OF THE TENDER**

### **3. Definitions**

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3 "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.
- 3.4 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.5 "Bidder/Tenderer" means the Firm/Company/Supplier/Distributers that may provide or provides the required services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7 "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.
- 3.8 "Contractor / Vendor" means the Tenderer whose Tender has been accepted and awarded letter of Intent for a specific item followed by the Contract signed by the Purchaser.
- 3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10 "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 Services in question.
- 3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.12 "Day" means calendar day.
- 3.13 "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.
- 3.14 "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.
- 3.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.16 "Prescribed" means prescribed in the Tender Document.
- 3.17 "Purchaser" means the Punjab Information Technology Board (PITB), 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.
- 3.18 "Origin" shall be considered to be the place where the Services are provided. The origin of Services is distinct from the nationality of the Contractor.
- 3.19 "Services" are defined in clause 6 of this document.
- 3.20 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.21 "Works" means work to be done by the Contractor under the Contract.

#### **4. Headings and Titles**

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

#### **5. Notice**

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

#### **6. Scope of Work and Deliverables:**

##### **6.1 Project Overview**

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

To provide the above services to the farmers the department has a fleet of 342 operational bulldozers, 182 hand boring plants, 20 power drilling rigs, 10 electrical resistivity meters, 38 power winches and 10 air compressors. The machinery is allocated keeping in view the demand of the respective districts and is available in all the districts of the Punjab. To keep this machinery in working conditions and conduct proper repair & maintenance services a network of 24 workshops have been established at divisional/district headquarters in the province. The main stores of spare parts are also maintained at divisional workshops and are headed by Assistant Agricultural Engineer (Stores).

##### **6.2 Technological Landscape**

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

| S # | Quantity                          | Units |
|-----|-----------------------------------|-------|
| 1   | SAP Max DB                        | 1     |
| 2   | SAP Shop Floor and Warehouse      | 19    |
| 3   | SAP Enterprise Foundation Package | 1     |
| 4   | SAP Application Developer         | 1     |

System has been in operations for more than a year and now holds spare parts details and maintains history of all bulldozers as operational under Agriculture Department. In addition to automating preventive maintenance of equipment the system also enable the department to make informed decisions when procuring new spare parts for its equipment, resulting in lesser down times and avoidance of duplicate procurement.

Through this tender, PITB intends to procure services of an IT Solution Provider for support and maintenance of S A P Maintenance Management System. IT Solution Providers licensed in Pakistan within the purview of technology implemented may participate in this tender.

### 6.3 **Scope of Support and Maintenance**

The Contractor will be responsible to ensure that the existing implementation of SAP's maintenance management system continues to function by ensuring the following;

1. Performance/Load Management
2. Security Hardening
3. Disaster Recovery
4. System Configuration
5. Patch Management
6. Maintenance of existing reports including;
  - I. Availability of parts including their location, price, date of manufacture, name of manufacturer, and any other relevant information.
  - II. Detailed breakdown history of machinery.
  - III. Comparative price reports of spare parts produced by different stores.
  - IV. Detailed reports about preventive maintenance of equipment.
  - V. Detailed reports about job costing including costs for labor, material, parts and overheads.
  - VI. Detailed reports about status of work orders.
  - VII. Comparative reports about prices of parts produced at various locations.
  - VIII. On total cost of inventory at various locations as well as a consolidated top-level view.
  - IX. On expiry date (warranty) of parts at one or more locations.
  - X. On the details of items received from a particular manufacture at one or more locations.
  - XI. On stock position across single or multiple locations for one or more stock items.
  - XII. On stock received at one or more location over a user specified time duration.
  - XIII. Current status of work order(s), expected completion dates etc.
  - XIV. On pending work orders, cancel work orders, waiting for approval work orders, waiting for material (parts) work orders etc.
  - XV. The vendor shall be responsible to ensure 24/7 operations of the system. The scope of services under Support and Maintenance also includes disaster recovery, security hardening and performance tuning.

Government of Punjab will retain the ownership of all data and the system. A Non-Disclosure Agreement (NDA) will be signed with the service provider / contractor upon award of contract.

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

### 6.3.1 Draft Service Level Agreement

| Severity Level | Scenarios                                                                                                                                                                                                                                                                                                                                                                              | Response Time                                       |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| High           | <input type="checkbox"/> Core/mission critical service operations effected<br><input type="checkbox"/> Most of the user's affected.<br><input type="checkbox"/> Security Breach<br><input type="checkbox"/> Unavailability of critical services, disaster scenario.<br><input type="checkbox"/> Users are unable to log onto the system and /or are unable to access critical services | <2 Hours                                            |
| Standard       | <input type="checkbox"/> Any other services not mentioned as critical                                                                                                                                                                                                                                                                                                                  | < 24 Hours (Excluding weekends and public holidays) |

### 6.3.2 List of Critical Services:

- Creation of jobs (maintenance requests).
- Receipt/issuance of Spare Parts.
- Generation of reports.
- Inability of more than one user to access the system.
- Application performance (in case of poor/degraded).
- System accessibility (recovery of system/date in case of failure).

Any other service reported as critical by client's Service Delivery Manager at the time of reporting of the incident.

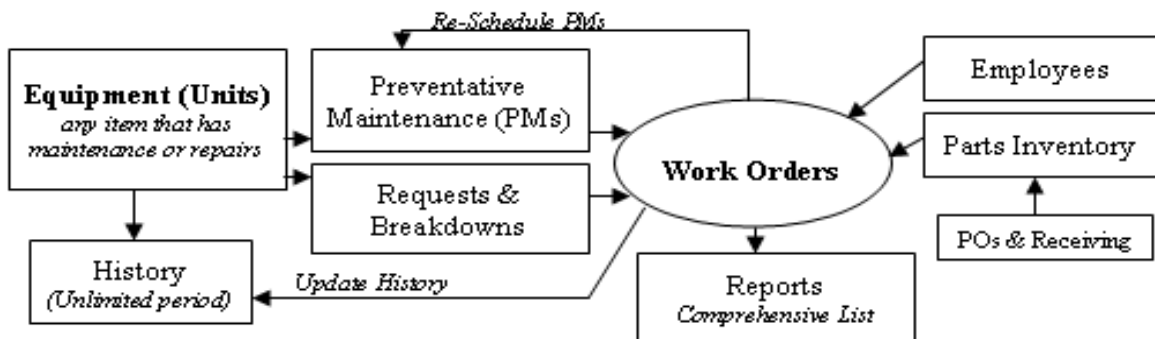
The following describe target performance levels which the bidder shall aim to deliver for the Services outlined in this RFP.

- The contractor will be responsible for providing a mechanism to the client for taking and maintaining reliable backups on daily basis.
- The contractor will ensure use of licensed software and products, where applicable.
- The contractor must ensure that the support personnel are properly qualified to support SAP's Maintenance Management System.
- The contractor would be responsible for security of the data being entered into and processed by the applications.
- The contractor will provide relevant trainings to the client/purchaser.

- The contractor will be responsible for timely resolution of reported ~~issues~~. The contractor will also ensure timely escalation of issues to the client and concerned government department as and when required.
- The contractor must ensure effective and efficient support via phone, email and onsite presence as and when needed throughout the period of contract.
- A qualified support manager will be nominated by the contractor. Support manager will be the main contact person for providing technical support and guidance. His responsibilities include but are not limited to
- Accurately and thoroughly examine the logged issues and respond accordingly per draft service levels (Section: 6.3.1).
- The focal person at the client is notified about the creation of all critical service requests through email, SMS, and/or phone call
- Setting appropriate expectations regarding initial response time based on support agreement.
- Documenting all technical inquiries and developing solutions for the knowledge base.
- Updating service requests in the issue tracking system with detail analysis of the issue, documenting each step as it was solves. Raising issues in the timely manner before they become critical and/or show stoppers.
- Escalating issues at the appropriate level in a timely and efficient manner.
- Resolving issues both on site and remotely whichever applicable.
- If system is down / inaccessible for more than 8 hours in a month, penalties/liquidated damages may apply.
- The contractor will generate reports regarding the status of trouble tickets as and when requested by the client.
- The Contractor shall provide a step-by-step procedure for disaster recovery and take all necessary actions to restore the system in a timely manner.
- Ownership of all data entered into the system along with any customizations in addition to the licensed product, configuration and other components of the system stays as the property of Purchaser and shall be transferred in fully operational condition on completion of support contract.

## 7. Overview of the software/Application

All the stores and workshops of the Field Wing of Agriculture Department, Government of Punjab are connected to the centrally hosted Maintenance Management System through web. Data entry points are established at provincial, regional, divisional and district levels.



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

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

## **8. Support and Maintenance Details**

### **8.1 End User Support**

The contractor will maintain and support the system up to June 30, 2013 and will be extendable for an additional one (1) year (if required); subject to all necessary budgetary approvals .

### **8.2 Application/System Support**

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

## **9. Tender Eligibility / Qualification Criteria**

### **9.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:**

- 9.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last one (1) year as on;

- 9.1.2 has valid Registration of GST & NTN ;
- 9.1.3 has valid SECP Registration;
- 9.1.4 has SAP's authorization to support installations of SAP ERP Products for last one (1) year;
- 9.1.5 has authorization of the relevant valid highest Tier available in Pakistan (if applicable);
- 9.1.6 has been established for at least one (1) year with proven experience in conducting/carrying out the similar services mentioned in this tender document under Clause 6;
- 9.1.7 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;
- 9.1.8 is provider of Services or authorized dealer / agent of original provider of Services;
- 9.1.9 has active linkages with reputable relevant firms/organizations;
- 9.1.10 must have working experience on similar projects with the public/government and private sector;
- 9.1.11 Audited Financial Statements of last one (1) year.
- 9.1.12 Must be registered with Tax Authorities of Pakistan.
- 9.1.13 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 9.1.14 Services can only be supplied / sources / routed from "origin" in "eligible" member countries.
  - a. Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - b. "Origin" shall be considered to be the place where the Services are provided.

9.2 Verifiable proof for all the above shall be mandatory

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

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

## 10. Tender Cost

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.

## 11. Joint Venture

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

## 12. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

### **13. Clarification of the Tender Document**

The Tenderer may require further information or clarification of the Tender Document, within 05 working days of issuance of tender in writing. The Clarification and its replies will be shared with all prospective bidders.

### **14. Amendment 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 Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

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.

### **15. Preparation / Submission of Tender**

15.1 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.

15.2 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.

15.3 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.

15.4 Technical Proposal shall comprise the following, **without quoting the price:**

15.5 Technical Proposal Form (**Annexure-A**)

15.5.1 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted) (**Annexure-F&G**)

15.5.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-D**)

15.5.3 Authorized Certificate / document from the principle / manufacturer.

15.5.4 Evidence of eligibility of the Tenderer and the Services

15.5.5 Evidence of conformity of the Services to the Tender Document

15.5.6 Technical Brochures / Literature

15.5.7 SAP's valid authorization to support installations of SAP ERP Products

15.5.8 List of firm's major international and national clientele

15.5.9 Details related to experience in implementing, maintaining and supporting SAP Maintenance Management System

15.5.10 Complete details of all the projects being carried out by the bidder locally and internationally

15.5.11 Details of similar type of projects executed by Bidder

15.5.12 Details/Profile of Staff (Management / Technical)

15.5.13 SECP Registration Certificate

15.5.14 Disaster Recovery Plan

- 15.5.15 Security Plan
- 15.5.16 Information Security Management practices
- 15.5.17 Details of Support period
- 15.5.18 The Contractor's financial capacity to mobilize and sustain the Supply of Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last one (1) year, supported by audit letters, 2) certified financial statements for the last one (1) year, supported by tax returns duly signed and stamped by authorized representative.
- 15.5.19 The statement must be signed by the authorized representative of the Bidder
- 15.5.20 Financial Capacity as per **Annexure-J**.
- 15.5.21 Valid Registration Certificate for Income Tax & Sales Tax
- 15.5.22 Income Tax & Sales Tax Returns for the last one (1) tax year
- 15.5.23 Power of Attorney, if an authorized representative is appointed (**Annexure-E**)

15.6 The Financial Proposal shall comprise the following:

- 15.6.1 Financial Proposal Form (**Annexure-B**)
- 15.6.2 Price Schedule (**Annexure-C**)
- 15.6.3 Bid Security (**Earnest Money**), as per provisions of the clause Bid Security of this document (**Annexure- H**)

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

Original Technical Tender for  
Tender Name. [Name of Tender]  
Tender No. **310042013-1**

[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 seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for  
Tender Name. [Name of Tender]  
Tender No. **310042013-1**

[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 follow the same process for the Financial Tender.

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

Original Tender for  
Tender Name. [Name of Tender]  
Tender No. **310042013-1**  
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]

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

Duplicate Tender for  
Tender Name. [Name of Tender]  
Tender No. **310042013-1**  
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]

- 15.12 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 15.13 The Tender shall be dropped in the Tender Box placed at the Reception of the Purchaser's office, during office hours, up to due date and time.
- 15.14 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer. Noncompliance with the same will cause the rejection of bid at the time of opening.

## **16. Tender Price**

- 16.1 The quoted price shall be:
- 16.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 16.1.2 in Pak Rupees;
- 16.1.3 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 above requirements.
- 16.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).
- 16.4 Each cost should be identified as installation (one time) or monthly/quarterly/yearly (recurring) for any other equipment rental or any support of operation services thereof.
- 16.5 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately.

## **17. Bid Security (Earnest Money)**

- 17.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
- 17.1.1 for a sum equivalent to 2% of the Total Tender Price;
- 17.1.2 denominated in Pak Rupees;
- 17.1.3 As part of financial bid envelope, failing which will cause rejection of bid.
- 17.1.4 if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
- 17.1.5 if the Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;
- 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 Bid Security shall be forfeited by 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 Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer on furnishing the Performance Security.

## **18. Tender Validity**

The Tender shall have a minimum validity period of ninety days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## **19. Modification / Withdrawal of the Tender**

- 19.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 19.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## **20. Opening of the Tender**

- 20.1 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.
- 20.2 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.
- 20.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

## **21. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sold discretion of the purchaser

## **22. Determination of Responsiveness of the Bid (Tender)**

- 22.1 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:
- 22.1.1 meets the eligibility criteria for the Tenderer / the Services;
  - 22.1.2 meets the Technical Specifications for the Services;
  - 22.1.3 meets the delivery period / point for the Services;
  - 22.1.4 meets the rate and limit of liquidated damages;

- 22.1.5 offers fixed price quotations for the Services;
- 22.1.6 is accompanied by the required Bid Security as part of financial bid envelope;
- 22.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;
- 22.1.8 is otherwise complete and generally in order;
- 22.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 22.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 22.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

### **23. Correction of errors / Amendment of Tender**

- 23.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
  - 23.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
  - 23.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
  - 23.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 23.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 23.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 23.4 No credit shall be given for offering delivery period earlier than the specified period.

### **24. TECHNICAL EVALUATION CRITERIA**

**PASS MARKS:** A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks and meeting all the requirements of Tender Eligibility / Qualification Criteria (clause-9) will be accepted in technical proposal, and their financial bids will be opened.

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

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / support services will be rejected.

The Eligible/Technically Qualified Bidders alone will be considered for further evaluation.

| <b>Evaluation Parameters for the Bidding Company</b>                                                                                                                                                | <b>Total</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Qualification 70%</b>                                                                                                                                                                            | <b>60</b>    |                                                                                                                                                                                                                                                                                                                                            |
| <b>Financials</b>                                                                                                                                                                                   | <b>15</b>    | Audited Accounts of last one (1) year OR Copy of Income Tax Returns of last one (1) Year. Cumulative Scoring will be applied to determine highest and lowest scores of the companies. Company with highest score will be awarded 15 points and every other in descending order of scores will be given Score of Next Available Highest -3. |
| <b>Experience</b>                                                                                                                                                                                   | <b>10</b>    | Name and details of Similar Projects (Implementation and Support of Maintenance Management System using SAP) (Max10 Projects, Max 1 point per project) State scope & contract value of each project. The Evaluation department may verify the provided credentials as well as client remarks through its all available resources.          |
| <b>Proposed Project Staff</b>                                                                                                                                                                       | <b>10</b>    | State roles and number for head count in each role. Provide resumes of proposed staff as an Annexure and include number and type of implementations/support of Maintenance Management System (At least two resources are must for each component of the technological                                                                      |
| <b>Trainings and Support</b>                                                                                                                                                                        | <b>5</b>     | The contractor must have the capability and resources to provide necessary and related trainings and support to Master trainers (Testimonials to be provided)                                                                                                                                                                              |
| <b>Ability to provide post implementation support</b>                                                                                                                                               | <b>10</b>    | Dedicated Helpdesk Team, 1 point per current Customer.                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                     | <b>10</b>    | Online Trouble Ticketing system with Client Login                                                                                                                                                                                                                                                                                          |
| <b>Note:</b><br><b>1. Technical Evaluation will be carried out on the basis of documentary proof provided by the bidder.</b><br><b>2. Registered SAP support provider certificate is mandatory.</b> |              |                                                                                                                                                                                                                                                                                                                                            |

**Note:** Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

## 25. FINANCIAL PROPOSAL EVALUATION

- 25.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser subsequently. The Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives will be allowed to take part in the Financial Proposal(s) opening.

- 25.2 The Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2009. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 25.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 25.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 25.2.3 In evaluation of the price of articles/Services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 25.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

## **26. Rejection / Acceptance of the Bid**

- 26.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all required services without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of 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.
- 26.2 The Tender shall be rejected if:
- 26.2.1 the bid is substantially non-responsive; or
- 26.2.2 the bid is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 26.2.3 the bid is incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
- 26.2.4 the bid is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 26.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or
- 26.2.6 the Tenderer has conflict of interest with the Purchaser; or
- 26.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 26.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 26.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (clause-9);
- 26.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-24)
- 26.3 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 26.4 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

## **27. Award Criteria**

- 27.1. At first step, eligible bidder(s)/tenderer(s) as per clause “Tender Eligibility” of RFP fulfilling qualification and technical evaluation criteria will stand technically qualified.
- 27.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated and selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

## **28. Acceptance Letter (Letter of Intent)**

As per provisions of Rule (38) of PPRA Rules 2009, the Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

However, the Purchaser reserves exclusive rights to cancel the letter of intent at any time, before signing of the formal contract without giving any reason thereof. The supply time of the contractor shall start from date of issuance of the acceptance letter i.e. Letter of Intent (LOI).

## **29. Performance Security**

- 29.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:
  - 29.1.1 within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;
  - 29.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
  - 29.1.3 for a sum equivalent to 10% of the contract value;
  - 29.1.4 denominated in Pak Rupees;
  - 29.1.5 have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.
- 29.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
  - 29.2.1 If the Contractor commits a default under the Contract;
  - 29.2.2 If the Contractor fails to fulfill any of the obligations under the Contract;
  - 29.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 29.3 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 on written request from the Contractor.
- 29.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Intent and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

## **30. Redressal of grievances by the procuring agency**

- 30.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 30.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- 30.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 30.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 30.5 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

**TERMS & CONDITIONS OF THE CONTRACT**

**Contract Title:**

**Contract for**

**SUPPORT & MAINTENANCE FOR MAINTENANCE  
MANAGEMENT SYSTEM FOR AGRI MACHINERY**

between

**Punjab Information Technology Board (PITB)**

and

**[Name of Contractor]**

Dated:

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## **I. Draft Agreement**

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

and

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

### **RECITALS**

WHEREAS,

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

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

- 1. The Contractor hereby covenants with the Purchaser to supply the Services 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 Services 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. Bidder’s Proposal
  - c. Terms and Conditions of the Contract
  - d. Special Stipulations
  - e. The Technical Specifications
  - f. Tender Form
  - g. Price Schedule
  - h. Affidavit(s)
  - i. Authorized Dealership / Agency Certificate
  - j. Performance Security

- k.** Service Level Agreement ( SLA ) (if required)
- l.** Non-Disclosure Agreement (if required)
- m.** Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

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

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

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

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

**WITNESSES**

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

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

## **II. General Conditions of Contract**

### **31. Contract**

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

### **32. Contract Documents and Information**

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

### **33. Contract Language**

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

### **34. Standards**

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

### **35. Commercial Availability**

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Services shall have been rendered / delivered under two separate contracts by manufacturer globally / locally.

### **36. Patent Right**

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

### **37. Execution Schedule**

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

### 38. Payment

38.1 Following is the Payment Schedule:

38.1.1 For Support and Maintenance Payment Schedule of Existing Implementation:

| Sr # | ITEM                                                                                               | Payment                                 |
|------|----------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1    | Monthly Support and Maintenance Payment for Existing SAP implementation at Agriculture Department. | Payments will be made on monthly basis. |

38.1.2 For Additional License Payment:

| Sr # | ITEM                                                   | Payment                                          |
|------|--------------------------------------------------------|--------------------------------------------------|
| 2    | Additional Shop Floor/Warehouse Licenses (If required) | Upon successful delivery & activation of license |

38.1.3 For Annual Recurring License Cost:

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

38.2 The Contractor shall provide all necessary supporting documents along with invoice.

38.3 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services delivered and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

38.4 The Purchaser shall get verified the details of services delivered against the invoice from the Technical Team of PITB and Payment shall be made on actual basis after issuance of satisfactory certificate by concerned technical team, as per details given in relevant Letter of Intent.

38.5 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial delivers. The Purchaser shall make payment for the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

38.6 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract

38.7 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

### **39. Price**

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

### **40. Contract Amendment**

- 40.1 The Purchaser may, at any time, by written notice served on the Contractor, alter or amend the contract in whole or in part, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the Works, in whole or in part.
- 40.2 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.
- 40.3 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.
- 40.4 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.
- 40.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

### **41. Assignment / Subcontract**

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

### **42. Extensions in time for performance of obligations under the Contract**

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

### **43. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations except monthly support and maintenance of existing implementation, 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 @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, 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. Furthermore, the liquidated damages for monthly support and maintenance of existing implementation shall be as follows:

- 43.1 If Down Time between 8 hours to 24 hours, penalty will be imposed at the rate of 10% of monthly charge.
- 43.2 If Down Time between 25 hours to 72 hours, penalty will be imposed at the rate of 30% of monthly charge.
- 43.3 If Down Time exceeding 72 hours, penalty will be imposed at the rate of 40% of monthly charge for that month.

#### **44. Blacklisting**

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

#### **45. Forfeiture of Performance Security**

- 45.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:
- 45.1.1 If the Contractor commits a default under the Contract;
  - 45.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;
  - 45.1.3 If the Contractor violates any of the terms and conditions of the Contract.
  - 45.1.4 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
- 45.2 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 45.3 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

#### **46. Termination for Default**

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

#### **47. Termination for Insolvency**

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

#### **48. Termination for Convenience**

- 48.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 48.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:
- 48.2.1 to have any portion thereof completed and delivered; and/or
- 48.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

#### **49. Force Majeure**

- 49.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, 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.
- 49.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 49.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 49.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- 49.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **50. Dispute Resolution**

- 50.1 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.
- 50.2 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.

## **51. Statutes and Regulations**

- 51.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 51.2 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.
- 51.3 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.

## **52. Taxes and Duties**

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

## **53. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder will provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

## **54. The Client**

- 54.1 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.
- 54.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- 54.3 The Client shall conform with all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

## **55. Authorized Representative**

- 55.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 55.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- 55.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 55.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 55.5 Notwithstanding Clause 65.2, any failure of the Authorized Representative to disapprove any Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 55.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

## **56. Waiver**

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

## 57. Training

- 57.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the services to be supplied under the Contract.
- 57.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

## 58. Special Stipulations

| <b>SCHEDULE-A, SPECIAL STIPULATIONS</b>                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>For ease of Reference, certain special stipulations are as under:</b>                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Bid Security (Earnest Money)</b>                                                                                                           | <p>The Contractor shall furnish the Bid Security (earnest Money) as under:</p> <p>for the whole Tender;</p> <p>if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document, for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees;</p> <p>Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</p> |
| <b>Performance Security</b>                                                                                                                   | <p>The successful Contractor shall furnish Performance Security as under:</p> <p>within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;</p> <p>for a sum equivalent to 10% of the total contract value;</p> <p>denominated in Pak Rupees;</p> <p>Have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, <b><u>whichever is later.</u></b></p>                                                                                                                                    |
| <b>Delivery of Services (Start operation of Services after installation, configuration, deployment, commissioning, testing, and training)</b> | <p><b>In case of monthly support and maintenance of existing implementation:</b></p> <p>Within three (3) calendar days from the issuance of Acceptance Letter i.e. Letter of Intent (LOI).</p> <p><b>In case of additional licenses / annual recurring licenses:</b></p> <p>Within fifteen (15) calendar days from the issuance of Acceptance Letter i.e. Letter of Intent (LOI).</p>                                                                                                                                                                                                                                                                                                                                                                             |

|                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Liquidated damages for failure / delay in supply of Services / Works by the Contractor</b></p> | <p>If the Contractor fails / delays in performance of any of the obligations except monthly support and maintenance of existing implementation, 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 @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, 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. Furthermore, the liquidated damages for monthly support and maintenance of existing implementation shall be as follows:</p> <ol style="list-style-type: none"> <li>a. If Down Time between 8 hours to 24 hours, penalty will be imposed at the rate of 10% of monthly charge.</li> <li>b. If Down Time between 25 hours to 72 hours, penalty will be imposed at the rate of 30% of monthly charge.</li> <li>c. If Down Time exceeding 72 hours, penalty will be imposed at the rate of 40% of monthly charge for that month.</li> </ol> |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ANNEXURE-A**

**Technical Proposal Submission Form**

[Location, Date]

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

Dear Sir,

We, the undersigned, offer to provide the \_\_(insert title of assignment)\_\_ in accordance with your Request for Proposal/Tender Document No.\_\_\_\_\_ dated \_\_(insert date)\_\_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of \_\_\_\_\_related to the assignment.

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**ANNEXURE-B**

**Financial Proposal Submission Form (Part of Financial Bid Envelope)**

[Location, Date]

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

Dear Sir,

We, the undersigned, offer to provide the \_\_(Insert title of assignment)\_\_\_ in accordance with your Request for Proposal No. \_\_\_\_\_ dated \_\_(insert date)\_\_\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of \_\_(insert amount in words and figures)\_. This amount is inclusive of all taxes.

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

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

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

Signed

In the capacity of:

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

Date:

## **ANNEXURE-C**

### **Price Schedule/ Financial Cost Sheet**

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

#### **Support and Maintenance Charges of Existing Implementation**

| <b>SR #</b>  | <b>ITEM</b>                                                                                                                            | <b>Unit Cost<br/>Per Month<br/>including taxes<br/>(A)</b> | <b>Number of<br/>Months<br/>(B)</b> | <b>Total Cost per<br/>Month including<br/>taxes<br/>(A*B)</b> |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------|
| <b>1</b>     | Monthly Support and Maintenance Charges for Existing SAP implementation at Agriculture Department as specified in this Tender Document |                                                            | 12                                  |                                                               |
| <b>TOTAL</b> |                                                                                                                                        |                                                            |                                     | <b>X</b>                                                      |

#### **Additional License Price**

| <b>SR #</b>  | <b>ITEM</b>                                                      | <b>Unit Price<br/>including taxes</b> |
|--------------|------------------------------------------------------------------|---------------------------------------|
| <b>2</b>     | Additional Shop Floor/Warehouse Licenses (Quote for 1 user only) |                                       |
| <b>TOTAL</b> |                                                                  | <b>Y</b>                              |

#### **Annual Recurring License Price**

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

**Total Bid Price = X+Y+Z**

**Note:**

- I. TOTAL BID PRICE= $x$  : This will determine the lowest bid
- II. The bidder must provide costing against Sr. Nos. 1, 2, 3 and 4 of above tables.
- III. PITB reserves the right to purchase additional licenses (Sr # 2), annual recurring licenses (Sr # 3 & 4), if required, at quoted unit price against item# 2, 3 and 4 subsequently from the lowest successful eligible bidder.
- IV. The purchaser is in no way bound to purchase in number equal to, less than or greater than the units and volumes given in above tables.
- III. Additional Recurring Licensing Cost for every new license will be paid accordingly as quoted for item#4.
- IV. The price quoted must be inclusive of all taxes per applicable laws.

Date \_\_\_\_\_

Signature of authorized person

Name:

(Company Seal)

\_\_\_\_\_  
In the capacity of

Duly authority by

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

## **ANNEXURE-D**

### **Format for Covering Letter**

To

(Name and address of Purchaser)

**Sub:** \_\_\_\_\_.

Dear Sir,

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

\_\_\_\_\_  
Authorized Signatures with Official Seal

**ANNEXURE-E**

**INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

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

## **Format of Power-of-Attorney**

### **POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

**ANNEXURE-F**

**UNDERTAKING**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

## **ANNEXURE-G**

### **(To be submitted on Legal Stamp Paper)**

#### **AFFIDAVIT**

##### **Integrity Pact**

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

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

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

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

Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Notary Public

## **ANNEXURE-H**

### **BID SECURITY FORM**

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

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

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

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

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

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

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

Date this \_\_\_\_\_ day of 2013.

### **GUARANTOR**

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

## **ANNEXURE-I**

### **PERFORMANCE SECURITY**

**Issuing Authority:**

**Date of Issuance:**

**Date of Expiry:**

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

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of the Acceptance Letter (Letter of Intent) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

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

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

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

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

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

Date this \_\_\_\_\_ day of 2013.

### **GUARANTOR**

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

## **ANNEXURE-J**

### **Financial Capacity of the Bidder**

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

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

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

Litigation or arbitration in the last one (1) year: No:\_\_\_\_\_Yes:\_\_\_\_\_ (See below)

Litigation and Arbitration During Last one (1) year

| Year | Matter in Dispute | Value of Award Against Contract in PAK Rupees |
|------|-------------------|-----------------------------------------------|
|------|-------------------|-----------------------------------------------|

\_\_\_\_\_  
Authorized Signatures with Official Seal