Tender Document

PITB Public Cloud Deployment

Punjab Information Technology Board (PITB)

11th Floor, Arfa Software Technology Park (ASTP),

346-B, Main Ferozepur Road, Lahore, Pakistan

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URL: www.pitb.gov.pk

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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

Project Objective

PITB is designated to carry out all information technology led initiatives on behalf of Government of Punjab. Establishment of public cloud to provide services to government agencies and market at large. In this respect Punjab Information Technology Board (hereinafter referred to as "the Purchaser") invites / requests sealed proposals (hereinafter referred to as "the Tenders") for the Installation, testing, commissioning, integration and deployment of Microsoft Platform Public Cloud. The Project aims to enhance the current IT infrastructure in Punjab Government, to improve internal communications, facilitate service delivery to public offices and provide appropriate, transparent and speedy access of information.

Invitation to Bid

1.1 PPRA Rules to be followed

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

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

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

1.2 Mode of Advertisement(s)

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

As per Rule 12(3), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website **http://www.pitb.gov.pk** and from PPRA's website **www.ppra.punjab.gov.pk** for information only. All prospective bidders are required to register themselves with the Procurement Assistant, PITB at above given address, collect a Challan Form to submit an amount Rs. 500/- in given head at State Bank of Pakistan or National Bank of Pakistan, the deposit slip must accompany the bids, elsewise 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 Section 7, 13 and Annexure-A (Qualification Criteria) 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.**

1. Bidding Details (Instructions to Bidders)

All bids must be accompanied by a call deposit **(CDR) of 02% of quoted price in favor of "Punjab Information Technology Board"**. The bids along with the CDR, Tender Forms, Affidavits, etc., must be delivered into the Tender Box No.2, placed at reception of Punjab Information Technology Board, Lahore on or before 1500 hrs no later than fifteen (15) days after the first publication of advertisement in newspaper. The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road, Lahore, at 1600 hours on the last date of submission of bids.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the hardware must be received in writing to the Purchaser within five working days from the date of Tender advertisement. Any query received after five working days of publication of advertisement shall not be entertained. All queries shall be responded to within due time. PITB may host a Q&A session, if required, at PITB premises (11th Floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder must submit bids on the basis of complete tender. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on **"Determination of Responsiveness of Bid"** regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

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

Primary Contact

Director General (IT), PITB

Email: aamir@pitb.gov.pk

Arfa Software Technology Park, Lahore, Punjab

Pakistan.

Secondary Contact

Joint Director (Databases), PITB

Email: sajjad@pitb.gov.pk

Arfa Software Technology Park, Lahore, Punjab

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

Key Dates

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

Bid schedule

Activity/Event	Date/Time
Issuance of TENDER	First Publication Date
Closing date for supplementary questions arising from TENDER	within 05 days of publication of advertisement
TENDER response - submission deadline	within 15-days after the first publication of advertisement

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

2. Responsiveness of Bid

2.1 Bidders shall ensure that they fully comply with the instructions set out in this document of the bid for the submission of their responses.

2.2 Bidders shall provide a comprehensive written reply to each applicable section of this TENDER. Bidders are requested to be as informative as possible and fully compliant to the reference solution design along with compliance to Microsoft standards.

2.3 Tenderers are requested to provide concise and factual responses and to refrain from including excerpts from existing marketing material in their submissions.

2.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

2.5 The Technical Proposal shall comprise the following, without quoting the price:

2.5.1 Technical Design

2.5.2 Design need to be vetted by principal before deployment.

2.5.3 A list showing the location of Head Office along with those of Branch Offices.

2.5.4 Participating vendor should have a strong local presence for proper solution deployment.

2.5.5 Principal should have a registered office in Pakistan.

2.5.6 Number of years in business at least three years preferable.

2.5.7 Experience of providing Enterprise Services Support at enterprise level.

2.5.8 Experience with problem identification and resolution, escalation, and proactive analysis.

2.5.9 Flexibility of the Vendor to meet changes of PITB's requirements during the contract.

2.5.10 Geographical coverage across Punjab

2.5.11 The primary reason for adopting this approach is that PITB has a necessarily aggressive project timescale, and all efforts are being made to accelerate the supplier selection process. The evaluation process is designed to enable PITB to make a clear decision, based on the information submitted, selecting the Respondents that are most capable of delivering an optimal solution to meet PITB's requirements.

2.5.12 Authorized Dealership / Agency Certificate / Partnership Certificate(s)

2.5.13 Technical brochures and Literature (if any)

2.5.14 Complete Project Plan with resource details (Resources details, Cost per resource, Expected Job description of each resource, Organizational Chart (oak Chart), Resource Consumption Sheet). Time to supply and deploy (minimal to business will be rated higher)

2.5.15 Details of Microsoft Deployments with documentary proof (relevant Clientele details including (Name of customer and name of customer contact person etc.))

2.5.16 Number of support resources currently deployed across different customers with detailed resumes/CVs, catering to SLA and Managed Support on similar projects with documentary proof.

2.5.17 Details of Microsoft Certified Professionals for implementation, training and maintenance with documentary proof.

2.5.18 Points of presence in different cities (Office Address, Contact Person, Contact numbers, email, fax no etc.) with documentary proof.

2.5.19 Value addition offer other than demanded requirements.

2.5.20 Advance Income Tax copy (Last Challan Copy) of employee salaries.

2.5.21 Registration Certificate for Income Tax & Sales Tax.

2.5.22 Audited Balance Sheet Copy / Income Tax & Sales Tax Returns for the last three years; less than three years will be considered as average and if audited balance sheet is not available then tenderer will provide copy of Tax return.

2.5.23 Last three years profitability certificate

2.5.24 Any other information to support proposal.

2.6 The financial proposal shall comprise the following

2.6.1 Tender Security (02% of bid amount / CDR)

2.6.2 Tender Form

2.6.3 Power of Attorney, if an authorized representative is appointed

2.6.4 Quoted Price

2.6.5 Any other financial detail felt necessary

3. Contractor Responsibility

- Contractor will use PITB Technical Infrastructure in order to implement Enterprise Public Cloud Services.
- Contractor accessing PITB's systems or networks will be required to sign a Non-Disclosure Agreement (NDA).

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

4. PITB Responsibility

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

5. Support and Maintenance/ SLA Cost:

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

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

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

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

- The system support fees proposal shall include all services necessary to restore full operating functionality and capacity including but not limited to: technical support services, emergency support and software support. These are to be presented as separate line items.

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

TERMS AND CONDITIONS OF THE TENDER

6. Definitions

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

6.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

6.3 "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.

6.4 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Goods / 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.

6.5 "Bidder/Tenderer" means the Firm/Company/Supplier/Distributers that may provide or provides the I.T related hardware/equipment, Software, Data Plans Sims etc and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.

6.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

6.7 "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.

6.8 "Contractor" means the person whose Tender has been accepted and awarded letter of Intent followed by the Contract by the Purchaser.

6.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

6.10 "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 Goods or Services in question.

6.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

6.12 "Day" means calendar day.

6.13 "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.

6.14 "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.

6.15 "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.

6.16 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

6.17 "Prescribed" means prescribed in the Tender Document.

6.18 "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.

6.19 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

6.20 "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

6.21 “Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

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

6.23 "MRF" means Microsoft Re-investment Fund.

7. 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.

8. Notice

8.1 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:

8.1.1 in writing;

8.1.2 issued within reasonable time;

8.1.3 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

8.1.4 The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

9. Tender Eligibility

9.1 Eligible Tenderer is a Tenderer who:

9.1.1 has a registered office in Pakistan;

9.1.2 has required relevant experience and required competencies confirmed by relevant Principal;

9.1.3 has authorization of the valid highest Tier available in Pakistan.

9.1.4 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

9.1.5 is authorized partner of the Principal

9.1.6 Implementation schedule must not exceed 12 weeks.

9.1.7 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.

7.1.7 Goods and 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 Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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.

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

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

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

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

15.5.3 Authorized Certificate / document from the principle

15.5.4 Evidence of eligibility of the Tenderer and the Goods

15.5.5 Evidence of conformity of the Services to the Tender Document

15.5.6 Technical Brochures / Literature

15.5.7 Details of post deployment support

15.5.8 The Contractor's financial capacity to mobilize and sustain the Supply of Hardware/Equipment and 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 Three (03) years, supported by audit letters, 2) certified financial statements for the last Three (03) years, supported by tax returns duly signed and stamped by authorized representative.

15.5.9 The statement must be signed by the authorized representative of the Bidder

15.5.10 Financial Capacity as per **Annexure-K**.

15.5.11 Valid Registration Certificate for Income Tax & Sales Tax

15.5.12 Income Tax & Sales Tax Returns for the last three tax years

15.5.13 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

15.6 The Financial Proposal shall comprise the following:

15.6.1 Financial Proposal Form (**Annexure-C**)

15.6.2 Price Schedule (**Annexure-D**)

15.6.3 Tender Security **(02% of the total bid amount in shape of CDR)** (**Annexure- I**)

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

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

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

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

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]

[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]

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]
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 mailed to reach and 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 on FOR basis including all charges up to the delivery point at various Punjab Government Offices in Punjab (if required);

16.1.3 in Pak Rupees;

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

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

17.1 The Tenderer shall furnish the Tender Security as under:

17.2 As part of financial bid envelope, failing which will cause rejection of bid.

17.2.1 Tender would be submitted by the Bidder;

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

17.2.3 if the Total Tender Price is more than PKR 5 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;

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

17.2.5 denominated in Pak Rupees;

17.2.6 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.

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

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

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

17.3.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the tender document.

17.4 The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security.

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 Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender 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 Tender 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 Goods / the Services;

22.1.2 meets the Technical Specifications for the Goods / the Services;

22.1.3 meets the delivery period / point for the Goods / the Services;

22.1.4 meets the rate and limit of liquidated damages;

22.1.5 offers fixed price quotations for the Goods / the Services;

22.1.6 is accompanied by the required Tender 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 Goods 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 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

23.5 The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.

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

24. Rejection / Acceptance of the Tender

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) 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.

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive; or

24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

24.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or

24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

24.2.5 the Tenderer submits more than one Tenders; or

24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or

24.2.7 the Tenderer has conflict of interest with the Purchaser; or

24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or

24.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.

24.3 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

24.4 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

25. Award Criteria

25.1 At first stage bids will be evaluated in a manner prescribed in Section 7, 13 and Annexure-A (Qualification Criteria) 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.

25.2 In first stage tenderer scoring 75% or more than 75% marks will qualify technically.

25.3 In second stage technically qualified & successful tenderer will be selected on least cost quoted, irrespective of their score in previous two phases, and no marks obtained in first & second phase will carried over to the third phase.

26. Acceptance Letter (Letter of Intent)

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

27. Performance Security

27.1 The successful Tenderer shall furnish Performance Security as under:

27.1.1 within five (5) working days of the receipt of the Acceptance Letter from the Purchaser;

27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;

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

27.1.4 denominated in Pak Rupees;

27.1.5 have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, support period or termination of services, whichever is later.

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

27.2.1 If the Contractor commits a default under the Contract;

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

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

27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

28. Redressal of grievances by the procuring agency

27.1 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.

27.2 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.

27.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

27.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

27.5 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

PROVISIONING OF HARDWARE/ SOFTWARE/I.T EQUIPMENT/DATA PLANS/(SIMS) AND RELEVANT SERVICES

between

Punjab Information Technology Board (PITB)

and

[name of Contractor]

Dated:

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66. Documentation

III. Technical Specifications

I. Agreement

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

and

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

RECITALS

WHEREAS,

(a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.

(b) The Purchaser has requested the Contractor to provide certain supply of Goods/items 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 Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.

3. The following shall be deemed to form and be read and construct as part of this Contract:

    a. The Tender Document
    b. 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 ___________________	Signature _____________________
CNIC # ___________________	CNIC # _____________________
Name ___________________	Name _____________________
Designation___________________	Designation _____________________
Address __________________	Address ___________________

II. General Conditions of Contract

29. Contract

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

30. Contract Documents and Information

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

31. Contract Language

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

32. Standards

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

33. Commercial Availability

The Goods supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods shall have been sold, installed and operationalized in more than two installations initiated under two separate contracts by manufacturer globally.

34. Patent Right

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

35. Execution Schedule

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

36. Packing

The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

37. Insurance

The Contractor shall provide such insurance of the Goods as is sufficient to protect against their damage or deterioration during storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the insurance of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

38. Labeling

The Goods supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme provided by the Client. All networking equipment, cables, connectors, ports, boxes shall be clearly labeled.

39. Delivery

38.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware, software and documentation. The approach shall address shipment of deliverables to the various designated (installation) sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods at various Governors' Secretariat Punjab in Punjab, as specified by the Purchaser at the time of delivery.

38.2 The Service shall remain at the risk and under the physical custody of the Contractor until the delivery and testing of the Goods is completed.

38.3 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

38.4 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

40. Installation and Implementation

39.1 The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.

39.2 The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.

39.3 The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.

39.4 The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.

39.5 The Contractor shall configure the system for high availability and reliability, of all hardware and software.

39.6 The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.

39.7 New equipment, shall be installed with existing equipment, and shall require close coordination between the Contractor and the Client personnel.

41. Site Preparation

40.1 The Contractor shall be responsible to survey the site, prepare the site, determine power, air conditioning and floor space requirements, identify and install, if necessary, any special / additional power and air conditioning requirements, for the proposed equipment.

40.2 The Purchaser and the Client shall facilitate the Contractor in discharge of the above responsibilities.

42. Power

The Goods supplied under the Contract, unless otherwise specified, shall be capable of operating normally with single phase AC power, within the range of 220-240V, with the corresponding frequency of 50 Hz, inclusive, and should be protected from over-voltage, overheating and out-of-tolerance current surges.

43. Safety

42.1 The Contractor shall be responsible for the embedding of safety features in the inherent design of the equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.

42.2 The Contractor shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.

42.3 The Contractor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

44. Operation and Maintenance

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

45. Test Equipment and Tools

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

46. Spare Parts and Support

45.1 The Contractor shall ensure that the Services provided by the Contractor, under the Contract are standard and of exact Computer Equipment Hardware and Networking Equipment, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

45.2 The Contractor shall further ensure that the Services provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Service.

45.3 The Contractor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.

45.4 The Contractor shall ensure availability of spare parts and technical assistance for all components for at least three years, without major changes, after the completion of final acceptance.

45.5 The Contractor shall give six months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Security.

45.6 The Contractor shall also identify and provide the following:

45.6.1 items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one year of operating stock;

45.6.2 critical items, whose failure would cause a system failure;

45.6.3 items of high cost and/or long lead time (over thirty working days);

45.6.4 items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

47. Inspection and Testing

46.1 The Client shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.

46.2 The inspections and tests shall be conducted at the premises of the Contractor / its subcontractor(s) / at the final destination. Where conducted at the premises of the Contractor / its subcontractor(s), the Contractor / its subcontractor(s) shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the Purchaser.

46.3 The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

46.4 The Purchaser’s post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.

46.5 Nothing contained in Clauses 41.1 and 41.2 shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

48. Taking-Over Certificate

47.1 The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.

47.2 The Client shall, within seven days of receipt of Contractor's application, either issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

47.3 Nothing contained in Clauses 42.1 and 42.2 shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

49. Warranty

48.1 The Contractor shall warrant to the Purchaser that the Goods/Services supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

48.2 The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.

48.3 The Contractor shall provide Manufacturer’s warranty (if applicable) for minimum three years (hereinafter referred as Warranty Period), after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:

48.3.1 Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation in Lahore and 48 hours outside lahore;

48.3.2 On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 24 hours.

48.4 The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.

48.5 The purchaser retain the rights to enter into annual maintenance contract with the supplier at 10% or lower of the cost at which the goods were supplied

48.6 The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.

48.7 The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.

48.8 The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.

48.9 The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

50. Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

51. Defects Liability Expiry Certificate

50.1 The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.

50.2 The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

52. Payment

51.1 The Contractor shall submit an invoice for Payment to the Client. The invoice for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any. Any other charges pre-approved by PITB relevant person.

51.2 The Client shall issue a Certificate of Payment, in the prescribed form, to the Purchaser, with a copy to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the Goods supplied / non-satisfactory performance of the Services / the Works. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.

51.3 The Purchaser shall pay the amount verified in the invoice within 21 days of receipt of invoice. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided and the Works done, to the Contractor, as per Government policy, on monthly or quarterly basis, in the currency of the Tender, through Microsoft Re-Investment Fund (MRF).

51.4 Payments shall be made in accordance to the schedule given below.

51.4.1 Payment against the implementation and SLA of the required services will made in Pak rupees through Microsoft Reinvestment Fund (MRF).

51.4.2 Managed services pricing shall be quoted on yearly basis for three years. Payment schedule for managed services will be on quarterly basis.

51.5 All payments shall be subject to any and all taxes applicable under the laws of Pakistan.

53. Price

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

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

52.2.1 Managed services pricing shall be quoted on yearly basis for three years. Payment schedule for managed services will be on quarterly basis.

52.2.2 The cost of managed services of one year will be accumulated with the total cost of proposal and the financials will be weighted accordingly.

52.2.3 Payment against the implementation and SLA of the required services will made in PKR equivalent of quoted and on the date of financial opening through Microsoft Reinvestment Fund (MRF).

Sr. No. (C1)	**Item Description (C2)**	**Total Cost (PKR) @**
R1	Implementation Cost	
R2	Service Level Agreement (SLA) Cost per year	
Total amount		**R1 +R2**

54. Contract Amendment

53.1 The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.

53.2 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.

53.3 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.

53.4 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.

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

55. Assignment / Subcontract

54.1 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.

54.2 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.

56. 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.

57. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the 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.

58. Blacklisting

57.1 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.

57.2 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.

59. Forfeiture of Performance Security

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

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.

60. Termination for Default

59.1 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.

59.2 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, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

61. 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.

62. Termination for Convenience

61.1 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.

61.2 The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:

61.2.1 to have any portion thereof completed and delivered; and/or

61.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

63. Force Majeure

62.1 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

62.2 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

64. Dispute Resolution

63.1 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.

63.2 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.

65. Statutes and Regulations

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

62.2 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.

62.3 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.

66. 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.

67. 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.

68. The Client

67.1 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.

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

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

69. Authorized Representative

68.1 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.

68.2 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.

68.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

68.4 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.

68.5 Notwithstanding Clause 65.4, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

68.6 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.

70. 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.

71. Training

70.1 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 operation, and general maintenance of the Goods to be supplied under the Contract.

70.2 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.

72. Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

73. Special Stipulations

SCHEDULE- A: SPECIAL STIPULATIONS	
For ease of reference, certain Special Stipulations are as under:	
Tender Security	The Tenderer shall furnish the Tender Security as under: for the whole Tender; if Total Tender Price is less than or equal to PKR 5 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if the Total Tender Price is more than PKR 5 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; for a sum equivalent to 2% of the Total Tender Price; denominated in a currency of the Tender; Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
Performance Security	The successful Tenderer shall furnish Performance Security as under: within Five working days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; for a sum equivalent to 10% of the contract value; denominated in a currency of the Contract; with validity of 30 days later than end of contract or fulfillment of all obligations.
Delivery Point of Services	The Contractor shall deliver the Services at all districts of Punjab, as specified by the Purchaser at the time of delivery.
Delivery Time (Start operation of Services after installation, configuration, deployment, commissioning, testing, and training.)	For solution deployment maximum duration is **twelve (12) weeks** from the commencement date of Contract

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

ANNEXURE-A

Qualification Criteria			
Companies			**Points**
Section 1 - Mandatory Requirements			
1	**Capability to provide support on proposed solution & products**		
1.1	The vendor must have the required competency set for required products, confirmed by Microsoft (2 Marks for each competency)		10
1.2	Must have relevant deployment Experience (2 marks for each enterprise level deployment for at least 1000 users. Must be supported by documentary proof on client letter head)		10
1.3	Vendor must have at least three certified Project Managers as part of implementation team (2 marks for each)		6
1.4	Vendor must have at least five certified technical resources as part of implementation team (2 marks for each, will be verified thorough salary slips and certificates)		10
2	**Solution Technical Design and Presentation (POC, Features, Design)** Dynamic Memory (1Mark), Live migration (1Mark), Cluster shared volumes (1Mark), Cluster node connectivity fault tolerance (1Mark), Enhanced cluster validation (1Mark), Management of virtual Datacenter (1Mark) Dynamic VM Storage (1Mark), Network load balancing (1Mark), Virtual Machine snapshot (1mark)		9
3	**Control Panel Features and Presentation (POC, Features, Design)** Control Panel should virtualize the infrastructure (3Marks),Auto provisioning and de provisioning of Virtual server resources and on the go flexible Charging (4Marks), Embedded Service Catalog (3Marks), Business service configuration (2Marks), Internal Storage virtualization (2Marks), Vendor Agnostic (Should not be provided by any Computing and Storage Hardware vendor) (3Marks), Should support commodity hardware (2Marks), Light and Efficient (2Marks), Multi-tenant support (3Marks), Platform independent (3Marks), Advanced built-in ticketing system (2Marks), Nearly real time reporting (2Marks)		31
TOTAL Section 1			**76**
Section 2 - Value Adds			
1	Value addition offer other than tender requirements	2Marks for each VAS	6
2	Relevant Training		8
TOTAL Section 2			**14**
Section 3 - Corporate Profile			
1	Annual turnover (200 M)		5
2	Audited Balance Sheet Copy for the last three years		5
TOTAL Section 3			**10**
TOTAL Marks Scored			**100**

For verification documentary evidence must be provided on relevant letter heads.

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

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

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

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

Dear Sir,

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

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

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

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

Signed

In the capacity of:

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

Date:

<u>ANNEXURE-D</u>

Price Schedule/ Financial Cost Sheet

Sr. No. (C1)	**Item Description (C2)**	**Total Cost (PKR)**
R1	Implementation Cost	
R2	Service Level Agreement (SLA) Cost per year	
Total Amount (PKR)		**R1 +R2**

Total Cost (in words) Rs. ________

Date ___________

Place __________

Signature of authorized person

Name:

(Company Seal)

____

In the capacity of

Dully authority by

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

<u>ANNEXURE-E</u>

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: ____.

Dear Sir,

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

____

Authorized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the bidder.

b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On 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-G

UNDERTAKING

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

Dated this _____ day of ____________________ 20__

Signature

(Company Seal)

____

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H

AFFIDAVIT

Integrity Pact

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

____
Signature & Stamp

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

____ Notary Public

ANNEXURE-I

TENDER SECURITY FORM

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

GUARANTOR

Signature ___________________

CNIC # ___________________

Name ___________________

Designation ___________________

Address ___________________

ANNEXURE-J

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date:

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name/ 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 seven working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, for a sum equivalent to Rs.____________________(10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

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

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

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

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

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

Date this ________________day of 2012.

GUARANTOR

Signature ___________________

CNIC # ___________________

Name ___________________

Designation ___________________

Address ___________________

ANNEXURE-K

Financial Capacity of the Bidder

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

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (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 three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No:_____Yes:______ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Contractor in PAK Rupees

____

Authorized Signatures with Official Seal

ANNEXURE-L

74. Introduction

Public Cloud Computing is the on-demand delivery of standardized IT services on shared resources, enabling IT to be more reliable through greater elasticity and scale, end-users to accelerate access to their IT needs through self-service, and PITB business to be more efficient through usage-based and SLA-driven services. PITB Cloud solution should have the same benefits in addition to unique security, control and customization on IT resources dedicated to our environment. The Proposed Cloud solution should be able to leverage a hybrid cloud model depending on what best suits the requirements.

The Government of Punjab IaaS (Infrastructure as a Service)/SaaS (Software as a Service) project will provide its services to more than 15,000 government employee distributed among 36 ministries. PITB is planning to offer services to startup companies. The centralized datacenter will hold all the users accounts and will provide the services to the 36 ministry as well as the startup companies.

Public cloud solution should cover the following:

- **App Centric**: Application centric cloud platform that helps us focus on business value.
- **Cross-platform from the Metal Up**: Cross-platform support for multi operating systems, and application frameworks.
- **Best-In-Class Performance**: Best-In-Class performance for PITB applications, such as Microsoft Exchange, Lync, SQL Server, and SharePoint.
- **Cloud On PITB Terms**: Ability to consume cloud on PITB terms, providing us the choice and flexibility of a hybrid cloud model through common management, virtualization, identity and developer tools.

Public cloud solution should be licensed on a per processor basis, so PITB gets the cloud computing benefits of scale with unlimited virtualization and lower costs – consistently and predictably over time. So, it proves economically that ROI increases as workload density increases over a period of one to three years.

75. Summary of products and services required

PITB is seeking proposals from vendors for the following:

- Services for implementation of the proposed systems.
- Computer software providing the functional coverage outlined in this document.
- System software required to operate the functional modules (including software licenses required to meet functional and non-functional requirements of the project.).
- All the licenses, digital certificates or any other requirement for successful deployment must be part of the proposal
- The installation and implementation of the software proposed on PITB Public Cloud infrastructure.
- The training of technical and user staff in the operation and functional use of the systems proposed.
- Ongoing support agreement
- Migration of existing IT infrastructure [e.g. AD, exchange, Lync etc] to the proposed system
- Networks / hardware readiness and configuration required to implement the solution
- Migration of Services to new Data Center and Implementation of DR site

76. Responsibilities of Selected Vendor

The successful vendor will be responsible for the following:

- Planning of the new public cloud implementation.
- Vetting of Design by Principal.
- Configuring the systems.
- Networks / hardware configuration
- Designing and development.
- Installation, documentation, and testing of the software.
- Training end-users and system administrators.
- Ongoing software maintenance, including designing, developing, and implementing software enhancements, updates to documentation, and follow-up training.

Your response to this tender must also include an outline implementation plan. This will be finalized in discussions between PITB and the selected vendor. The outline implementation plan must include the vendor and PITB responsibilities, the implementation timing, implementation milestones, and key deliverables.

77. High Level Goals

77.1 Business Goals

- Build a solution that will help to increase the elasticity, dynamic nature, flexibility of PITB existing datacenter.
- Facilitate organization's growth strategy.
- Build flexible and scalable solution that can adapt to rapidly changing nature of organization's business needs
- Offer IT as a service to the different department

77.2 IT Design Goals

- Facilitate PITB's business goals and strategies by delivering a flexible and agile information technology infrastructure that would serve 15,000 users in 36 ministries.
- Preserve technology investments.
- Use technologies that allow integration with other external business partners.
- Merge and unify existing systems allowing easier management and maintenance.

77.3 Architecture goals

- Linear scalability - continuous growth to meet user demand and business complexity.
- Elasticity – optimized use of resources based on load and need due to implementation of the solution with a Public Cloud architecture.
- Continuous service availability - using redundancy, elasticity and functional specialization to contain faults.
- Security of data and infrastructure-protecting data and infrastructure from malicious attacks or theft.
- Ease and completeness of management / Expandability ensuring that operations can match growth
- The solutions should be built using development environments that facilitate and support the concept of components and low-coupling, promote code reuse and enhance expandability.

- Built with change in mind utilize architecture and development techniques that allow for a more flexible application design should future changes be required.

77.4 Implementation Goals

- Vendor must utilize industry's best practices and follow implementation guidelines when developing and delivering solutions.
- PITB IT staff must be intrinsically involved in project executed by the vendor allowing smoother handover process.
- PITB's business and IT users will be available to vendor's implementation team but will not participate at actual solution delivery or development.
- Provision of first level support at PITB

78. Key Requirements

The following list outlines some key requirements that will be considered for during bid section process. PITB is seeking to build its datacenter on its public cloud infrastructure, to provide infrastructure as a service to the rest of its 35 departments.

- Successful vendor needs to propose a complete solution, which will include software, hardware, implementation, training, software maintenance of all services.
- Migration of the existing services and servers to the proposed systems are key requirements.
- There are 8 physical servers that are required to move, the AD, Exchange and Lync should be high available and migrated in the first phase.
- Minimum 30 VMs to be provisioned as a start; the vendor should provide the proposed design and hardware requirements
- The system must be both flexible and powerful allowing PITB to integrate with existing line of business applications currently available as part of ministries enterprise architecture.
- The proposed system should provide self-service portal to the employees.

79. Self Service Portal

Virtualization Solution Self Service Portal

- The offered system shall be capable of providing a visualized environment for managing all physical and virtual resources from single tool (GUI) without logging into multiple tools.
- The offered system should be capable of automatically provision the designated server templates from pool of resource for the designated lease period via a web
- GUI or via web services APIs.
- The offered system should be able to de-provision a VM via the web GUI or the web services APIs.
- The offered system shall provide a full functional web based control panel for provisioning and managing all components of the service.
- The administrative interface shall include monitoring and health reports on all systems and components.
- The offered self-service portal shall provide multiple login profiles for datacenter admins and remote administration
    - Creation, Deployment, Cloning and Deletion of a Virtual Machine
    - Start, Pause, Resuming, Stopping, Shutting Down of a Virtual Machine

- Storing of a Virtual Machine in a library
- Snapshotting and restoring Virtual Machine
- Marking a Virtual Machine as in or out of service
- Connecting to a Virtual Machine
- Manage virtual machine DVD drives and media
- Set virtual machine expiration dates
- Define and use custom virtual machine actions
- Notify administrators
- Use orchestration policies in virtual machine actions
- Provision of SaaS

IT Processes Service Desk Self Service Portal

- To support SSO & allow LDAP users to authenticate with Active Directory.
- Allow customizing the self-service users' portal.
- Support dashboards viewing incidents, problems, activities & changes detailed reports & KPIs.
- Provide links to the Knowledge database.
- To provide the ability to add both notes and attachments with the incident
- Able to record Urgency of the incident
- Identification of incident, problem & change request with unique ID
- Support having free text fields for the user input.
- Support Closure by end user or analyst.
- Support announcements with automatic expiry date
- Support end user password reset
- Support request for new incidents or changes request
- Support request for software auto deployment with minimal administration effort
- Support displaying changes requests assigned to the analyst to be able to approve/reject

80. Control Panel

PITB requires a unified control panel system for the delivery and management of traditional web hosting and profitable Cloud/SaaS /IaaS hosting services. It includes management control panels for provider and reseller including a self-service control panel for their End-user/customers.

This Unified Cloud Hosting Control Panel will be used that supports the provisioning system it should offer complete automation of service planning, billing, provisioning and management of several traditional hosted services (shared hosting) as well as Enterprise Hosting. of the following

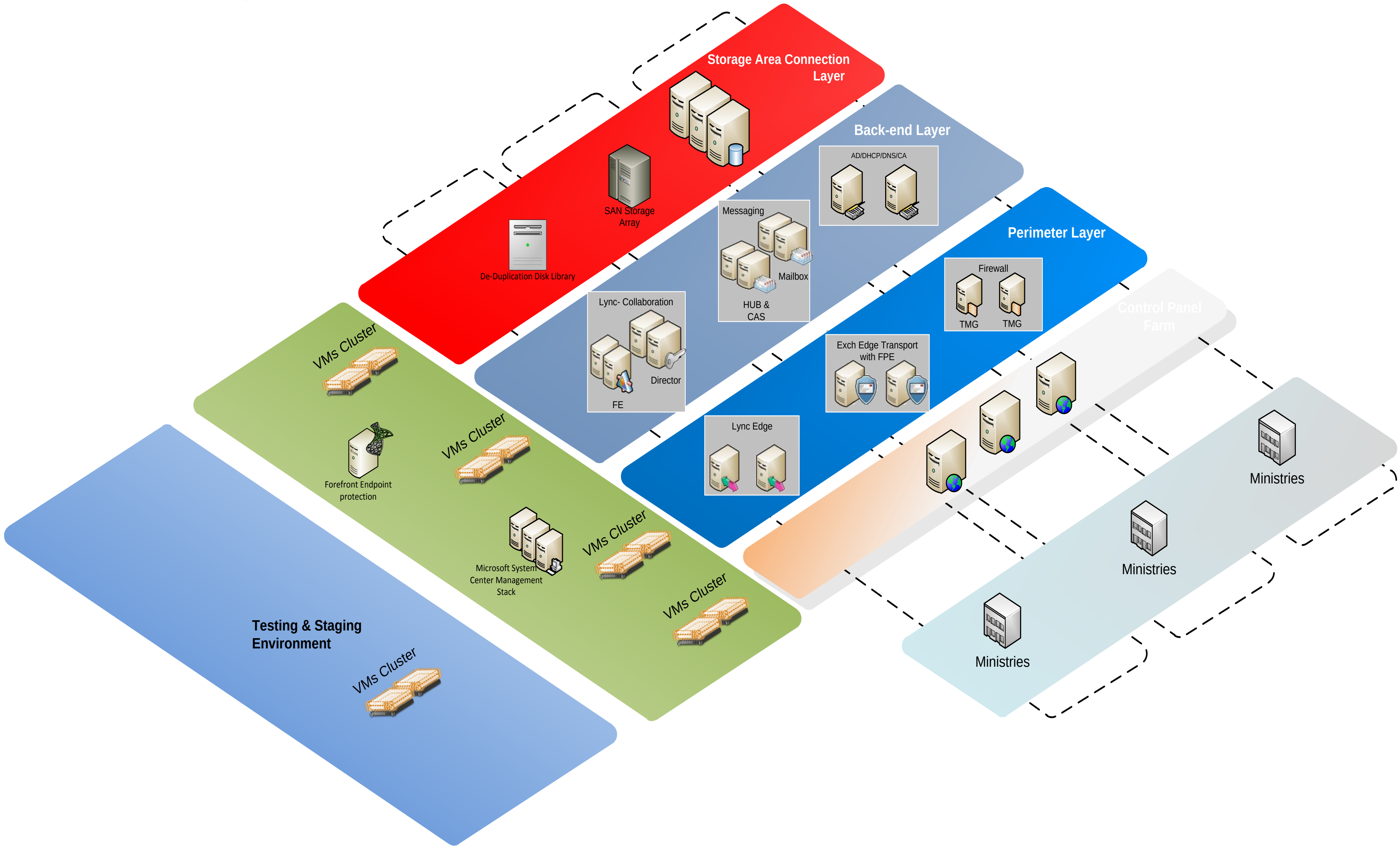
- Microsoft Exchange 2010
- lync Server 2010 for core unified communications
- Microsoft Sharepoint Server 2010
- Webhosting based on IIS 7.5, Apache etc.

81. Additional Key Features

- Authorization role support for Platform Admin, Reseller Admin and Organization Admin
- The usage of a three layer concept: User interface layer, Technical Business Layer, and Data access layer

- All features are exposed by the technical business layer through web services allowing for integration when provisioning is driven by billing systems[services utilized by other department] other user interfaces or service delivery platforms
- Auditing
- Source code availability, based on .NET 4.0
- Scalable solution
- Software-only solution delivered as a set of pre-integrated and preconfigured virtual templates that simplify and accelerate the deployment of the cloud management infrastructure and help to provide flexibility in the selection of cloud resources to be provisioned.
- Management server to be delivered as a set of virtual templates, where the management can be deployed on a VMWare environment.
- Able to manage IT services on a heterogeneous set of physical infrastructures, being able to deliver IT services on x86, RISC Systems™, and Linux™
- Should provide features that are essential for service provider and internal IT departments to implement a reliable, efficient, and cost-effective IT service delivery platform, achieving the benefits of a cloud delivery model. Should deliver rapid and automatic provisioning of virtualized environments
- Should provide integrated capabilities of automatic service provisioning; monitoring for ongoing managing of the service, usage, and accounting tracking for chargeback capabilities; and built-in high availability of the cloud management infrastructure
- Should support a self-service portal interface for in-advance computing reservations, storage, and networking resources, in addition to virtualized resources
- Should support multi-tenancy for service providers, with an improved customer on-boarding process, with flexible role and security model
- Should support automated provisioning and de-provisioning of resources
- Include prepackaged automation templates and workflows for most common resource types
- Support quotas and limits that allow for better control and leverage of your cloud infrastructure
- Support for flexible role and security model for administrators, restricting actions to specific roles such as cloud administrator, customer administrator, approver, and others
- Real-time monitoring of deployed environments as well as a new addition for monitoring of the virtualized infrastructure, with capacity analysis and planning and what-if analysis
- Proactive problem identification of delivered services, through predictive trending and using historical baselines for performance alerts
- Detailed usage and accounting chargeback capabilities that can help system administrators to help, track, and optimize system usage.
- Built-in high availability of the cloud management infrastructure

PITB Network Diagram:



TECHNICAL REQUIREMENTS

82. VIRTUALIZATION

Security

Item	Requirement	
1	The virtualization solution should support creating Run As Account to be used as one of the cloud resources	
2	The virtualization solution must enable user roles granting permissions for the following: a. Start and Stop a host b. Create / Delete a virtual machine c. Interact with a virtual machine console d. Start and Stop a virtual machine e. Configure host networking; f. Configure host storage; g. Revert back to a snapshot.	
3	The virtualization solution should enable the administrator to control the physical host through a dedicated physical NIC separated from the virtual machine	
4	The virtualization solution must link the users to a the resources with limited resources based on AD group	
5	The virtualization software must have the functionality for defining various roles for administration of the virtual infrastructure with a granular permissions model. The model must include the functionality to grant and deny permissions for the following functions: 1. Start and Stop a physical server 2. Create / Delete a guest operating system 3. Interact with a guest operating system console 4. Start and Stop a guest operating system 5. Configure physical server networking 6. Configure physical server storage	
6	The virtualization solution should support IPSec for both Hosts and Guests.	

7	The solution should secure the communication between the host server and its administrators and users	
8	The host server should be automatically patched and updated with the latest security updates	
9	The virtualization solution should allow to separate a dedicated network adapter to the physical host	
10	The host servers should comply to the security baseline	
11	The virtualization solution should support configuring NIC of each virtual machine to connect to the correct type of virtual network to isolate network traffic as required	
12	To configure only required storage devices for a virtual machine	
13	The virtualization solution should support separating the virtual machine with VLANs	
14	The virtualization solution should support delegating administrative rights so that users can perform designated tasks or operations based on role definitions and assignments.	
15	The virtualization solution should support Kerberos authentication in order to access the resources	
16	Self Service Portal should use Windows authentication and Active Directory security groups	
17	Self Service Portal should support SSL access	
18	The hypervisor foot print should be as minimum as possible	
19	The hypervisor shouldn’t embed any kind of third party code even devices drivers	
20	Virtualized devices shouldn’t be shared between virtual machines	
21	Virtualized machines should use a separated virtual machines bus instance per virtual machine to the parent	
22	Each virtual machine should use its own address space with no option for memory sharing	

23	Virtual machines shouldn’t communicate with each other except through traditional networking	
24	Guest machines shouldn’t write to the hypervisor	
25	Host machine shouldn’t write to the hypervisor	
26	The hypervisor shouldn’t create unique resource pools per guest	
27	Each virtual machine should have its own separated worker process	
28	Guest to guest communication though hypervisor should be prohibited	
29	No shared memory between to be mapped between guests	
30	Virtualization solution should allow creating a Read-Only administrator user role	
31	The virtualization solution must manage trusted domain host members or non-domain members as well (perimeter hosts should be authenticated by using a security file)	
32	Virtualization solution must enforce security/critical updates baseline on the virtualization host servers	
33	Virtualization solution must allow the administrator to assign ports to be used for communications between the solution components	
34	Virtualization solution must support logical switch for VMs connectivity for local switching within a physical server.	
35	Proposed logical switch within a server must have same feature set as of physical switches	
36	For local switching within a server , there must be a logical/virtual firewall for inter VMs traffic within a server	
37	Logical firewall proposed must support security contexts and must support access control rules 1000 or higher	
38	Proposed logical firewall must support 200 or more security profiles	

39	Virtual firewall should support clustering to increase scalability	

Virtual Machine

Item	Requirement	
1	The virtualization solution should provide an offline virtual machine servicing tool to help keep offline virtualized machines updated.	
2	The solution must provide MAC address pool, IP address pool & virtual IP templates	
3	The solution must allow creating a template from a running virtual machine or from an already existing virtual hard disk	
4	The library should store templates, scripts & ISO images	
5	The self-service portal users should be able to provision new virtual machines from a template assigned to them	
6	The virtual machine template should have a cost that is deducted from the user group balance when provisioned	
7	The solution GUI must support performance monitoring that provide the administrator utilization statistics of: 1. Physical server and guest operating system CPU utilization; 2. Physical server and guest operating system memory utilization; 3. Physical server and guest operating system disk storage utilization; and 4. Physical server and guest operating system network utilization.	
8	The solution must enable the end user to manage and configure the virtual machine he has permission on.	

Management

Item	Requirement	
1	The virtualization solution should contain an embedded configuration database backup option.	
2	The virtualization solution should support restoring the management server using an encrypted security identifier.	
3	The virtualization solution must allow access to the managing system either through console or through self-service portal	
4	The virtualization solution must integrate with monitoring system & orchestration system	
5	The virtualization solution must be able to install operating system on the bare metal hosting servers	
6	The virtualization solution must allow patching, configure cluster options on the physical servers	
7	The solution must provide a GUI that shows the links between the networks and the virtual machines	
8	The virtualization solution must support P2V & V2V	

Storage

Item	Requirement	
1	The virtualization solution must discover and classify storage	
2	The virtualization solution must be able to create, assign LUNs to specific physical hosts	
3	Supported storage arrays should be supported: • EMC Symmetrix • EMC CLARiiON CX • HP StorageWorks Enterprise Virtual Array (EVA) • NetApp FAS	

4	The virtualization solution must provide storage usage and utilization	
5	The virtualization solution must provide virtual differencing, dynamic or fixed disks to the virtual machines	
6	The virtualization solution must support pass through disks	
7	Storage connectivity should support direct attached storage, ISCSI,FC, FCOE, SCSI, SATA or SAS SAN and FC SAN	

High Availability & Operations

Item	Requirement	
1	The virtualization solution must provide an integrated cluster support for HA & quick migration	
2	The virtualization solution must support live migration of the virtual machine from one host to another with no down time	
3	The virtualization solution should balance the virtual machines and distribute them among the physical hosts based on their network, processor or memory utilization	
4	Virtual machines distribution on hosts should be based on counters coming from the PITB operations monitoring solution	
5	The virtualization solution should group specific host servers in order to do changes without interrupting the other servers	
6	The virtualization solution must give the host machine a rating to automatically place the virtual machine on the host	
7	The solution must support clustering virtual machines on the physical host	
8	The solution should allow the administrator to move the virtual machine from one storage to another	

9	The solution should allow backup virtual machines without shutting it	
10	The solution must monitor the server performance and the internal virtual machine services and applications in order to allocate the virtual machine on any of the host cluster nodes	
11	The virtualization software must be cluster aware to insure the management system availability	
12	The virtualization solution should support adding high availability library shares on a failover cluster	
13	The virtualization solution must be able to manage either Hyper-v, VMware or Xenserver	
14	The virtualization solution must provide load balancing and turning off the physical hosts if not used to save power and cost	

Networking

Item	Requirement	
1.	The virtualization solution must support VLANs	
2.	The virtualization solution must provide setting a fixed MAC address per virtual machine	
3.	The virtualization solution should block sniffing MAC addresses	
4.	The virtual machines must be able to support load balancing either multicast or unicast	
5.	Virtual machines should be able to make use of the physical NIC teaming	
6.	Virtualization solution must support creating public, internal or external virtual networks to be assigned to the virtual machines	
7.	Virtualization solution must support managing HW load balancers and assign them as resources for dedicated users	
8.	All network infrastructure within data center should be logically partitioned for different tenants.	
9.	Existing switching infrastructure can be virtualized; bidders must quote all required virtualization licenses for the switching infrastructure.	

Computing

Item	Requirement	
1.	Proposed VM solution should be implemented on dedicated computing hardware with end to end virtualization support.	
2.	There must be a dedicated logical path from VM to layer 3 router.	
3.	Proposed blade/server adapters should be able to virtualize and can support 100 virtual adapters per NIC or higher	
4.	Proposed blade/servers must support stateless computing across chassis.	
5.	Physical servers must support single unified management for physical blades and VMs	
6.	All blades/servers must have 10G physical adapter/ NIC	
7.	Connectivity from servers to storage/SAN should support FCoE.	

Performance Monitoring, Reporting and Billing

Item	Requirement	
1	The offered system should have the have the ability to perform a hardware level (32 bit & 64 bit) measurement. It should also monitor CPU, I/O, Memory, storage and Network.	
2	The offered system should be able to provide comprehensive recommendations for the issue and the resolution.	
3	The offered system should be able to automatically trigger events and alerts based on performance issues or thresholds set.	
4	Real time Monitoring solution	
5	Technically ready for an availability up to 99.999%	
6	High Availability through Clustering and or Load Balancing	
7	Agent based and Agentless Monitoring Solution for • Monitoring of Windows OS • Monitoring of Linux • Monitoring Unix based OS • Network devices • Hardware devices • Server Hardware • Storage Devices	
8	Scalable for multiple Servers	

9	Gathering Information via multiple ways • SNMP • WMI • NT Application Logs • SYSLOG • Text files • Performance counters	
10	Gathering Information via multiple ways • SNMP • WMI • NT Application Logs • SYSLOG • Text files • Performance counters	
12	Extensible Model for adding custom and vendor based Monitoring Models	
13	Role Based Administration integrated into Directory Services	
14	Monitoring Solution for: • Directory Services • Network Infrastructure Services • Operating System Components • Microsoft Exchange Services • Microsoft Lync Services • Configuration Management Solution • Database Services • Server Hardware • Network devices	
15	Notification System via • Email • Instant Messaging	
16	Customizable Consoles with adjustable Scope and Views for Admin Groups	
17	Single administration and operations console	
18	Web Console	
19	Customizable Long-term Reporting (Health and Event based) and Capacity Planning	
20	Security Log Monitoring and consolidation for Directory Services and Servers, Security Reports	
21	Optional Integration into central Helpdesk System Solution	
22	Management of non-Domain Members	
23	Management of Servers behind Firewalls	
24	Maintenance Window	
25	Provides integrated Knowledge base for problem resolution	
26	Provide customizable internal Knowledge base	
27	Command line based Administration	
28	Monitoring of status of key services on individual (or collection of) servers	
29	Tracking performance counters to measure and optimize use of systems	

30	Generating notifications based on predefined rules for events or counters	

Configuration Management Solution

Item	Requirement	
1	Customizable Patch management supporting clustered environments based on Windows OS	
2	The Solution will provide key capabilities for detecting • when machines are missing critical updates • facilitates the quick implementation of these critical updates and provides a complete status report to help ensure that all deliveries were successful.	
3	The Solution is able to install patch through the following mechanisms • Push • Pull • Pull with deadline push	
4	Maintenance windows	
5	Customizable Hardware and Software Inventory	
6	Desired Configuration Management (Base lining)	
7	Software Distribution	
8	Reporting	
9	Role based Administration with Directory Service Integration	
10	The Solution’s database can support clustering for high availability	
11	Vulnerability assessment enterprise-wide critical reporting on over one hundred system and software security miss-configurations for account and password settings, permissions and unnecessary performance inhibiting services which can help prevent errors that caters for situations such as below: • Scan for an organization’s vulnerabilities that may exist because of miss-configuration errors. • Are unnecessary services installed and running? • Do file shares have appropriate permissions? • Is Windows Firewall enabled? • Are automatic updates enabled? • Are strong passwords enforced? • Are unsecured guest accounts enabled? • Are there too many local administrators on a single computer?	
12	Tracking hardware assets and software licenses (and configuration items in environment)	
13	Management of software updates (by customized update schedules)	
14	Defining and using desired configurations for servers	
15	Generating reports of installed software, updates, pending actions, and so on	
16	Installing windows services & applications, such as Internet Information Services (IIS), SQL Server, and others, during maintenance windows	

Data Protection & Backup:

Item	Requirement	
1	The system should be a solid disk-to-disk solution that is capable of disk-to-tape as well	
2	Backup of Microsoft Exchange 2007, Microsoft SQL Server 2008 and Microsoft Office SharePoint Server 2007, Active Directory.	
3	Online Backup of Windows 2008 and 2008 R2 Hyper-V Virtual Machines	
4	Granular Recovery of Mail Items and SharePoint Items	
5	Disaster Recovery capabilities	
6	Integrated into Active Directory	
7	Backup using snapshot technology and application specific VSS Writers (up to 15 Minute snapshot Windows)	
8	Rapid recovery	
9	Role-based recovery	
10	End-user recovery	
11	Command-line and GUI Interface	

Orchestration & it process automation:

Orchestration Key Capabilities:

Item	Requirement	
1	100% Script-free Automation	
2	Double click icons to configure form-based workflow activities. No reliance on script or development knowledge.	
3	1-Click Integration Data Bus	
4	Pass data between systems in one click for rapid integration.	
5	Intelligent Workflow & Embedded Rules Engine	
6	Create context-adaptive workflows with intelligent decision making logic to automate complex processes.	
7	Parallel Workflow	
8	Run multiple, concurrent branches of a workflow for high volume processing.	

Service Assurance (Service Desk)

Item	Requirement	
1	Receiving Incidents and Service Management Requests and work instruction	

2	Qualifying and Filter Requests	
3	Automatically assign to appropriate resolver group	
4	Possibility to automatically route trouble tickets to specific operators based on the characteristics of the end user.	
5	Track against KPI until Closure	
6	Ensuring that all faults are restored and closed within defined KPIs.	
7	Being the prime interface to the business on all service level and fault restoration activities.	
8	To coordinate with departments and teams in planned/unplanned activities.	
9	To ensure that all network, SW, HW are properly documented and evaluated for the sake of keeping records in case of complains and other issues.	
10	Import of information using a file containing the information in a csv format, raw text and recovery from a physical inventory.	
11	Plans, implements, and monitors the workflow process to escalate support calls.	
12	Provide reports on availability, SLA achievement and planned and unplanned outage activities on a daily, weekly, and monthly basis for all activities related to users.	
13	History records of trouble reports shall be maintained to provide indications of problematic equipment;	
14	Close Trouble Ticket after the resolution and confirmation from customer.	
15	Self-provision software deployment with minimal IT involvement.	
16	Request for software upgrades, updates	
17	Request for application support using the integrated service desk portal	
18	To be based on industry best practices and ITIL V3 principles, supporting the operation of all ITIL Service Support and Service Delivery processes	
19	Integrated and open Configuration Management Database (CMDB) based on SQL, with a graphical viewer for browsing and searching the CI relationships in the CMDB.	
20	To provide a customized workflow management engine to support datacenter operations.	
21	Accept end user ticket issuing through self-service portal or through emails and automated alerts and events from monitoring systems.	
22	Self-service portal to provide end users or admins interface either on the Intranet or Internet.	
23	SLAs management, including reporting and pro-active alerting of threshold breaches.	
24	Integrated modules like Incident, Problem, Change, Configuration, Knowledge Base, Service Level, Reports etc. Dashboard to be	

	available with the solution that ties all the modules together and facilitates measuring Key performance indicators	
25	Allow customizing the self-service users' portal.	
26	To support LDAP users to authenticate with Active Directory.	
27	Notify support groups of new or updated incidents.	
28	To provide the ability for records to be resolved by IT Support groups	
29	Provide links to the Knowledge database where all data must be accessible and reportable including defined fields	
30	Has the ability to link incidents to problems, change requests or configuration items	
31	Allow administrators to search for and link to other record types e.g. Known Errors, Problems or Changes	
32	To provide the ability to add both notes and attachments with the incident	
33	Able to record Impact, Urgency and Priority of the incident	
34	The system should have the ability to specify CI's affected by the Incident	
35	The solution should provide Monthly Incident Summary Report: Incidents received during the month, Incidents received during the previous month & Percentage Change (increase / decrease)	
36	Incidents resolution reports.	
37	Reports of Incident per Workgroup / Individual: Total Calls assigned per Workgroup / Individual & Total Calls closed within SLA per Workgroup / Individual; classified by Priority	
38	To support linking incidents sharing the same cause to one problem.	
39	Support for both reactive and pro-active problem management	
40	Facilitate the creation, modification and closure of problem records	
41	Identification of incident, problem & change request with unique ID	
42	Support having relevant fields to capture all required information including free text fields	
43	Map Configuration Item (CI) against which the problem is logged needs to be captured from Configuration Management Data Base (CMDB)	
44	Able to record the affected service (Ideally should be automated by means of mapping the CIs to Services)	
45	Able to record Problem Status to reflect different stages during the entire life-cycle (ex: Assigned, In Progress, Completed, Closed, Re-open, etc.)	
46	Support reference to vendor ticket details where external vendor is approached for problem closure	
47	Support notification to administrators and individuals when problem or incident created or updated.	

48	Support Closure / Resolution to be recorded for auditing, reporting and trend analysis	
49	Support recording of time spent at each stage across the entire life-cycle of the problem	
50	Support recording all change requests irrespective of type, impact, urgency & priority in the form of Request	
51	Support recording of date and time of all Change Requests logged on the system	
52	Support recording details like; change initiator and personnel who recorded / registered the Change Request	
53	Map Configuration Item (CI) against which the Change Request is logged needs to be captured from Configuration Management Data Base (CMDB)	
54	Support recording the service which could be affected by the Change Request	
55	Support recording Change Status to reflect different stages during the entire life-cycle (ex: Registered, Reviewed, Rejected, Pending for Approval, Approved, In Progress, Completed, Closed, etc.)	
56	Support recording Assignment Status like New, Accepted, Forwarded, Rejected to reflect status of change request internal to the support structure	
57	Support electronic notifications and approval for all approvers required to approve the RFC	
58	Support notification to the RFC initiator / creator when the RFC is approved/rejected from the approvers	
59	Support customizing workflows to handle incidents, problems & change requests cycle.	