# TENDER DOCUMENT

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# SHORT TERM OUTSOURCING OF DATACENTER SERVICES

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**Punjab Information Technology Board**

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

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## INVITATION TO BID

1. Punjab Information Technology Board (hereinafter referred to as "the Purchaser") invites / requests sealed proposals (hereinafter referred to as "the Tenders") for the movement, provisioning, Installation, Testing, Integration & Commissioning of Equipment and Services on Turnkey Basis in accordance with Technical Specifications, Scope of Work as specified in the Tender Documents. Proponents applying for bids should submit two separate **bids/envelopes for Financial Proposal and Technical Proposal.**

2 The bidding document carrying all details is available at PPRA website http://ppra.punjab.gov.pk and PITB website http://www.pitb.gov.pk for information only. All prospective bidders are required to submit the deposit slip, amounting Rs. 500/- in PITB A/C No. UBL 1534-9, SAM Branch, LCCI, Lahore, per each response and receive an official copy of the tender document from PITB Accounts Officer, 15-1-C Model Town Lahore.

3 All bids/proposals conforms in all material respects to the requirements and criteria set forth in this request for proposal and best meets the needs of PITB must be accompanied by a call deposit receipt (CDR) of two percent (02%) as on section-17 amount which will be refunded once the bidding process has been completed and contract awarded to the successful tenderer. The bids along with the CDR must be delivered to the office of the Accounts Officer, Punjab Information Technology Board, Lahore on or before 1500 hours on **09th March, 2011**. The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, Lahore, 15-1-C Model Town, Lahore, at 1530 hours on **09th March, 2011**.

4. Extensions to the Response Due Date(s) will not be granted, nor assumed to be granted, without written authorization from either the Primary or Secondary Contact. Any such written authorization will be notified to all tenderer.

5 Bidders shall submit bids/proposals, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of bidders is drawn to the provisions of Clause on "Determination of Responsiveness of Bid" regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

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

7 All prices quoted must include any Taxes applicable, such as GST, Income Tax, etc. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.

8 After the proposals are opened, they will be evaluated based upon the criteria outlined in this document. The contract shall be entered into with the best responsible and responsive vendor whose proposal conforms in all material respects to the requirements and criteria set forth in this request for proposal and best meets the needs of PITB Enterprise IT Services.

9 Failure to comply with any terms and conditions in the tender document and contract given out to the successful tenderer could incur imposition of penalties as spelled out lately in the contract.

10 For Hardware installation, configuration, deployment, commissioning and testing proposed duration is two (02) – three (03) weeks; however the tenderers may propose earlier time lines.

# TERMS AND CONDITIONS OF THE TENDER

## 1. Definitions

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

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

1.1.2 “Availability and Reliability” means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

1.1.3 "Client" means the specific Punjab Government Department for which the Goods / Services has been procured or any other person, duly appointed in writing, by the Purchaser, for the time being or from time to time, to act as Client for the purposes of the Contract.

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

1.1.5 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

1.1.6 The terms ‘Bidder’ and ‘Contractor’ are used throughout this document. The term ‘Bidder’ refers to any party that is a recipient of this Bid, that submits a response to this bid, and that participates in the bid process up to contract signing. The term ‘Contractor’ refers to the successful Bidder(s) that may be ultimately selected as a company whose Tender has been accepted by the Purchaser.

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

1.1.8 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.

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

1.1.10 "Day" means calendar day.

1.1.11 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.

1.1.12 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

1.1.15 "Prescribed" means prescribed in the Tender Document.

1.1.16 "Purchaser" means the Punjab Information Technology Board or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

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

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

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

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

**2. Headings and Titles**

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

**3. Confidentiality**

3.1.1 The successful vendor will enter NDA with PITB before signing the contract.

In addition, Contractor should adhere to the following.

3.1.2 This RFP and PITB’s process of evaluating sourcing opportunities, as well as the timing and content of any meetings, discussions and negotiations between PITB and the Contractor, will be deemed ‘Confidential Information’.

3.1.3 Contractor must recognize and acknowledge that PITB operates in a sensitive environment in sync with Provincial Government and, for that reason, expects that Tenderer will treat all materials and data provided by PITB as confidential.

3.1.4 Under consultation with PITB, the Primary Contact (see below) must approve distribution or sharing of this RFP document and any attachments with any other parties. Contractor may disclose relevant parts of this RFP to their relevant business partners and/or subcontractors, provided that the partners and/or subcontractors have first executed an NDA with PITB.

3.1.5 The Vendor shall not disclose any information related to PITB data center hardware and networks or systems without the prior knowledge and approval of the PITB.

**4. Intellectual Property**

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

4.1.2 No part of any such materials may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical, optical or otherwise, now known or hereafter invented, for any purpose other than the preparation and submission of a response to this bid, without the prior written permission of PITB.

4.1.3 PITB reserves the right, at its sole discretion, to exclude immediately any applicant or third party found to be in breach of intellectual property rights, and to take any action in pursuit of remedy for such breach as may be deemed appropriate.

**5. Response Format**

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

5.2 Bidders shall provide a comprehensive written reply to each applicable section of this TENDER. Bidders are requested to be as informative as possible and fully compliant to the scope of work with reference on **Annexure-A** in a Tier-3 compliant datacenter.

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

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

5.5 Problem resolution or breakdown recovery SOP to be provided along with timed action items.

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

5.6.1 Participating vendor should have a facility in Lahore for proper solution deployment.

5.6.2 A list of technical expertise and qualified maintenance engineers/staff to handle the hardware maintenance task efficiently along with their qualification.

5.6.3 Experience with providing Enterprise Services Support to similar organizations.

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

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

5.6.6 Affidavit

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

5.6.8 Technical brochures and Literature (if any)

5.6.9 Documentary proof of Tier-3 compliant

5.6.10 Complete Project Plan with resource details (Resources details, Cost per Service, Organizational Chart (Org Chart), (minimal to business will be rated higher)

5.6.11 Documentary proof of provision of Self-Healing Network (Redundant Fiber)

5.6.12 Clientele / Past projects Details with documentary proof (relevant Clientele details including (Name of customer and name of customer contact person etc.)

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

5.6.14 Value addition offer other than demanded requirements.

5.6.15 Registration Certificate for Income Tax & Sales Tax.

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

5.7 The Financial Proposal shall comprise the following:

5.7.1 Tender Form

5.7.2 Tender Security

5.7.3 Power of Attorney, if an authorized representative is appointed

5.7.4 Quoted price as per given schedule.

## 6. Authority to Quote

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

6.2 A duly authorized representative of the Contractor's company will serve as single point of contact and that individual will be responsible for receiving and disseminating information and maintaining the security of user ID's, passwords and networking and configuration information.

6.3 An agent of the Contractor may submit the quotation only if that person is authorized to sign contracts on behalf of the Contractor's company. Responses submitted by agents not so authorized will be rejected.

## 7. Contact Details

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

**Primary Contact**

**Aamir Z. Chaudry**

Director General(EA-II), PITB

**Email**: aamir@pitb.gov.pk

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

Pakistan.

**Secondary Contact**

**Syed Omair**

Joint Director (IT Operations), PITB

**Email**: omair@pitb.gov.pk

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

Pakistan.

7.2 Bidders should note that during the period from the receipt of the bid and until further notice all queries should be communicated via the Primary & Secondary Contact Both and in writing (e-mail) only.

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

## 8. Key Dates

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

**Bid schedule**

| Activity/Event | Closing Date/Time |
|---|---|
| Issuance of TENDER | 18th February, 2011 |

| | |
|---|---|
| Closing date for supplementary questions arising from TENDER | 07 days prior to bid submission |
| TENDER response - submission deadline | 09th March, 2011 |

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

**9. Questions relating to the bid**

9.1 Questions regarding the bid may be submitted to the Primary Contact and copy to secondary contact, via email ten (07) days prior to bid submission date. Every attempt will be made to promptly answer all enquiries from each bidder. At the discretion of PITB, details of questions received from individual bidders, and corresponding PITB answers, may be circulated to all recipients of the bid. In this case, PITB will not reveal the identities of the bidders that submitted the questions.

**10. Notice**

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

10.1.1 in writing;

10.1.2 issued within reasonable time;

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

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

**11. Tender Scope**

11.1 PITB is currently soliciting proposals for the movement, provisioning, Installation, Testing, Integration & Commissioning of Equipment and Services on Turnkey Basis.

11.2 Tenderers to this tender are required to study its contents carefully and are expected to submit proposal for Hardware & Software along with required license requirement. Procurement of licenses is not part of this proposal.

11.3 At the end of contract, contractor would be required to go through all the professional requirements to handover the project to PITB or its nominee as decided by PITB.

11.4 Tenderer will provide a draft copy of contract along with a SLA to be considered for signature in case of award of contract

11.5 **Scope of Services**

| Sr. No. | Description |
|---|---|
| 1. | Availability of Rack Space |
| 2. | WAN Connectivity (L1 to L7 Clusters) |
| 3. | Internet Connectivity |
| 4. | Power for Server Racks |
| 5. | Dislodgement of Equipment |
| 6. | Packing and Shifting of Equipment |
| 7. | Installation of Server Racks (42 U) |

| | |
|---|---|
| **8.** | Installation & Configuration of Routers |
| **9.** | Gig Ethernet patch panels 24 Ports |

- Tenderers are expected to provide end-to-end solution encompassing dislodgement, packing, unpacking, installation and configuration of hardware and network equipment on turnkey basis.
- Provisioning of tier-3 data center cohosting space along with necessary requirements like power, connectivity etc.
- Deliverables include the following:
    - Installation of hardware equipment required for this project.
    - Installation of network equipment required for this project.
    - Movement, provisioning, Installation, Testing, Integration & Commissioning of existing Data Center Equipment Configuration & provisioning of services.
    - Service Level Agreement for the datacenter facility
    - Migration of current system environment to new environment.
    - Supply of Services items and related features (mentioned vide tender document, vendor proposal and vendor presentations), configurations, deployments, commissioning, testing, training, after-sale support etc.
    - Supply of any other services coming out of this scope of work.

11.6 **Contractor Responsibility**

- Contractor is responsible to dismount, pack, move, unpack and mount the equipment from PITB's current Datacenter located at Aiwan-e-Iqbal to the destination datacenter.
- Contractor is responsible to provide datacenter environment as per Tier 3 compliance
- Contractor is responsible to provide connectivity to each server & network unit as per requirements mentioned in Annexure A
- Contractor is responsible to provide physical & remote access to PITB's nominated resource personnel for routine operations on its environment

11.7 **PITB Responsibility**

- PITB is responsible to provide access to Aiwan-e-Iqbal datacenter for logistic arrangements
- PITB will nominate a single point of contact for all logistic & technical coordination
- PITB will be responsible to provide all possible information on systems, network, links/bandwidth, power, air-conditioning if required by the contractor

11.8 **Project Implementation and Professional Services Cost:**

All tenderers are requested to provide costs based on the following table:

| No. | Items | Cost (PKR) |
|---|---|---|
| **1** | Bandwidth (per mb) | |

| | | |
|---|---|---|
| **2** | Rack Space (per unit) | |
| **Total** | | |

- Total costing will be calculated based on the following formula:
    - **Item A**
      Rack Space (1 Unit x 15) = expected number of rack space to be used
    - **Item B**
      Bandwidth (1mb x 100) = expected volume of bandwidth to be consumed
    - Rack Space & Bandwidth are expected volumes in 6 months

| No. | Items | Cost (PKR) on Annual Basis (as per formula mentioned above) |
|---|---|---|
| **1** | Bandwidth | Item A x 12 months |
| **2** | Rack Space | Item B x 12 months |
| **3** | Logistics **(ONE TIME ONLY)** | |
| **Total** | | Item Ax12 + Item Bx12 + Logistics |

- In order to ensure that the contractors have a clear visibility of our future footprint PITB will provide the BoM of upcoming projects till the end of FY11
- Contractors are required to provide costing on monthly basis
- 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).
- Payment schedule for managed services will be on quarterly basis.

11.9 **Other Terms and Conditions**

- PITB will enter into the contract initially for the balance of FY10-11 and that will be extendable to another 2 years subject to extension of PC1
- Access shall be restricted to the systems and for the purposes described in PITB responsibility. Any access, which is not expressly permitted, is denied.
- Vendor shall make no attempt to implant code, cause the connected network, workstation or system to sniff or collect packets, create additional user accounts (or unauthorized access methods, commonly known as "backdoors"), or in any way alter or record the activities of PITB systems.
- PITB will share the nominated list of personal to access its environment at the datacenter. Any individual who requires access to PITB's environment must have Security Clearance from the Government.
- PITB shall retain the right to terminate the agreement with the Vendor on one month prior notice without assigning any reason for this action

**12. Tender Eligibility**

12.1 Eligible Tenderer is a Tenderer who:

12.1.1 has a registered office in Pakistan;

12.1.2 has required relevant experience & capacity;

12.1.3 has the required relevant personnel.

12.1.4 is an existing provider of Services as required

12.1.5 Tenderer must have efficient complaint management system i.e., Help Desk.

**13. Joint Venture**

13.1 Joint ventures are not allowed. Subcontracting for logistics is allowed.

**14. Modification / Withdrawal of the Tender Document**

14.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the prospective Tenderer(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the prospective Tenderer(s).

14.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.

14.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

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

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

**15. Preparation / Submission of Tender**

15.1 The Tenderer shall submit only one Tender.

15.2 The Tender shall be for all complete scope of work. The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

15.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be submitted.

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

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

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

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

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

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

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

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

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

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

Original Tender for
Tender No. [Number of Tender]
Strictly Confidential
Open on [Last Date of submission of the Tender]

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

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

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

Duplicate Tender for
Tender No. [Number of Tender]
Strictly Confidential
Open on [Last Date of submission of the Tender]

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

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

15.9 The Tenderer shall enclose two (2) hard copies one soft copy of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

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

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

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

**16. Tender Price**

16.1 The quoted price shall be:

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

16.1.2 Quoted price cost should be in Pak Rupees;

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

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

16.3 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.

16.4 Payment against the delivered services will be made in Pak rupees through treasury cheque.

**17. Tender Security**

17.1 The Tenderer shall furnish the Tender Security as under:

17.1.1 For the whole Tender;

17.1.2 Bid security will be 5% of the bid price, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

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

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

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

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

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

**18. Tender Validity**

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

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

**19. Delivery and Implementation Schedule**

19.1 For Hardware and Network movement, provisioning, installation, configuration, deployment, commissioning and testing duration is two (02) – three (03) weeks from the signing date of Contract. Maximum acceptable time frame for deliver and implementation is three (03) weeks or less however the tenderers may propose earlier time lines.

**20. Project Documentation and Training**

20.1 The vendor shall provide all necessary Technical and project documentation for each phase for the proposed solution.

**21. Opening of the Tender**

21.1 Technical proposals will be opened first, qualifying firms will be invited for the opening of their financial bids

21.2 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.

**22. Clarification of the Tender**

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

**23. Determination of Responsiveness of the Tender**

23.1 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:

23.1.1 meets the eligibility criteria for the Tenderer;

23.1.2 meets the Technical Specifications required for the Services;

23.1.3 offers fixed price quotations for the Services;

23.1.4 is accompanied by the required Tender Security;

23.1.5 is otherwise complete and generally in order;

23.1.6 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

23.2 Technical Proposals of only those bidders who's Technical Proposals are found to be substantially responsive to the Technical Specifications, will be considered.

23.3 Financial Proposals of those bidders who's Technical Proposals have been found to be substantially responsive will be considered. It is clarified, for the avoidance of any doubts, that Financial Proposals of any bidder who's Technical Proposal is not substantially responsive, will not be considered.

23.4 A material deviation or reservation is one which affects the scope, quality or

performance of the services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

23.5 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

23.6 Bidders must study its contents carefully and are expected to submit proposal for related managed services. Failure to meet this condition will cause disqualification of the bidder.

23.7 Bids/Proposals received after the due date(s) may (at the sole discretion of PITB) be rejected. PITB reserves the right, without giving a reason, to extend the due date(s).

23.8 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the scope of work 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.

23.9 The Tender shall be rejected if it is:

23.9.1 not for all Items; or

23.9.2 substantially non-responsive; or

23.9.3 not pre-qualified on technical proposal; or

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

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

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

23.9.7 the Tenderer submits more than one Tenders; or

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

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

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

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

**24. Evaluation of the Tenders**

24.1 The Tender Evaluation Committee shall evaluate the Tenders, previously determined to be substantially responsive, in steps. In the first step, Technical Proposal shall be evaluated as per the technical evaluation criteria.

24.2 In second step vendors with 85% or more marks will qualify.

24.3 In step three successful vendor will be selected from qualified vendors on least cost quoted, irrespective of their score in previous two phases, and no marks obtained in first & second phase will carried over to the third phase.

24.4 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

24.4.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

24.4.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the

quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

24.4.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

24.5 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

24.6 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

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

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

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

**25. Acceptance Letter**

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

**26. Performance Security**

26.1 The successful Tenderer shall furnish Performance Security as under:

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

26.1.2 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;

26.1.3 for a sum equivalent to ten (10%) of the annual contract value; This security is based on annual recurring charges less the logistics amount.

26.1.4 denominated in a currency of the Contract;

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

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

26.2.1 If the Contractor commits a default under the Contract;

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

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

26.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days

after the expiry of its validity.

## TERMS & CONDITIONS OF THE CONTRACT

**27. Contract**

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

**28. Contract Documents and Information**

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

**29. Contract Language**

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

**30. Patent Right**

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

**31. Payment**

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

31.2 The Client shall issue a Certificate of Payment to the Purchaser, with a copy to the Contractor, verifying the amount due, within fourteen days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of non-satisfactory performance of the Services. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.

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

**32. Contract Amendment**

32.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, alter, amend, omit, increase, decrease or otherwise change the scope, of Services, in whole or in part.

32.2 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.

32.3 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.

32.4 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.

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

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

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

**34. Liquidated Damages**

34.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ 1% of the Annual Contract Price which is attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled completion date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Annual Contract Price.

**35. Blacklisting**

35.1 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.

35.2 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.

**36. Forfeiture of Performance Security**

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

**37. Termination for Default**

37.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract, SLA and NDA / violates any of the provisions of the Contract, SLA and NDA / commits breach of any of the terms and conditions of the Contract, SLA and NDA the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

37.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

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

**38. Termination for Insolvency**

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

**39. Termination for Convenience**

39.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract for its convenience, without any compensation to the Contractor.

39.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser.

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

39.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially provided Services by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

**40. Force Majeure**

40.1 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.

40.2 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.

**41. Dispute Resolution**

41.1 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.

41.2 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.

**42. Statues and Regulations**

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

42.2 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.

42.3 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.

**43. Taxes and Duties**

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

**44. The Client**

44.1 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.

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

**45. Waiver**

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

## SPECIAL STIPULATIONS

| **SCHEDULE- A: SPECIAL STIPULATIONS** | |
|---|---|
| For ease of reference, certain Special Stipulations are as under: | |
| Tender Security | The Tenderer shall furnish the Tender Security as under:<br>For the whole Tender Bid security will be 5% of the bid price, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser. The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:<br>If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or<br>If the Tenderer does not accept the corrections of his Total Tender Price; or<br>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.<br>The Tender security shall be returned to the unsuccessful Tenderer upon award of the Contract. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security. |
| Performance Security | The successful Tenderer shall furnish Performance Security as under:<br>Within three working days of the receipt of the Acceptance Letter from the Purchaser in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser for a sum equivalent to ten (10%) of the annual contract value denominated in a currency of the Contract<br>Have a minimum validity period of three years from the date of Award Notification. This security is based on annual recurring charges less the logistics amount. |
| Delivery Point of Goods & Services | The Contractor shall deliver the Services at their Data Center in Punjab. |
| Start operation of Services after installation, configuration, deployment, commissioning, testing, and training. | For Hardware and Network movement, provisioning, installation, configuration, deployment, commissioning and testing duration is two (02) – three (03) weeks from the signing date of Contract. |
| Liquidated damages for failure / delay in supply / Installation / configuration of Goods / Services / Works by the Contractor | As per SLA agreed. |

## TECHNICAL EVALUATION CRITERIA

| Qualification Criteria | | | |
|---|---|---|---|
| **Technical Section** | | | **Points** |
| **Section 1 - Facility Requirements** | | | |
| 1 | Required facility should be Tier-3 compliant. | | 30 |
| 2 | Provision of Self-Healing Network (Redundant Fiber) | | 5 |
| 3 | Number of support resources currently deployed catering to SLA and Managed Support on similar projects | | 5 |
| 4 | Value addition offer other than RFP requirements (PCI Data Security etc.) | | 10 |
| | **Section 1 Total** | | **50** |
| **Section 2 - Services** | | | |
| 1 | Support Orchestration (Call Center, Major Sites, Minor Sites) | Not compliant (0), Partial compliant (5), Fully Compliant (10) | 10 |
| 2 | Existing Experience of Deployment of Solutions | Not compliant (0), Partial compliant (5), Fully Compliant (5) | 5 |
| 3 | Project Timeline | Not compliant (0), Partial compliant (5), Fully Compliant (5) | 5 |
| **Section 2 Total** | | | **20** |
| **Section 3 - Corporate Profile** | | | |
| 1 | Registration Certificate for Income Tax & Sales Tax, Audited Balance Sheet Copy / Income Tax & Sales Tax Returns for the last three years | | 5 |
| 2 | Terms & Quality of SLA proposed | | 25 |
| **Section 3 Total** | | | **30** |
| **TOTAL Marks** | | | **100** |

## TENDER FORM

To:

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

Gentlemen:

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

Date this _____day of 2011.

**TENDERER**

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

**WITNESSES**

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

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

## AFFIDAVIT

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

Date this _____day of 2011.

**TENDERER**

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

**WITNESSES**

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

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

## TENDER SECURITY FORM

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

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

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

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

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

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

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

Date this _____day of 2011.

**GUARANTOR**

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

## PERFORMANCE SECURITY

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

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

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

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

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

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

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

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

Date this _____day of 2011.

**GUARANTOR**

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

## CONTRACT

This Contract is made on _____2011 at Lahore

Between

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

And

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

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

For

supply of Computer Software, Hardware, Computer Peripherals, Computer Accessories, Networking Equipment, Office Equipment, Office Furniture, UPS, Power Generator, etc. (hereinafter referred to as “the Goods”) and for installation, configuration, deployment, commissioning, testing, training, after-sale support, etc. of said Goods (hereinafter referred to as “the Services”).

1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
3. The following shall be deemed to form and be read and construct as part of this Contract:
    - **a.** The Tender Document
    - **b.** Vendor proposal and presentations etc.
    - **c.** Terms and Conditions of the Contract
    - **d.** Special Stipulations
    - **e.** Price Schedule
    - **f.** The Technical Specifications
    - **g.** Tender Form
    - **h.** Affidavit
    - **i.** Authorized Dealership / Agency Certificate
    - **j.** Financial Summary
    - **k.** Tender Security
    - **l.** Performance Security
4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

5. IN WITNESS whereof the parties hereto have caused this Contract to be executed, in the presence of the witnesses and in accordance with their respective laws, the day and the year first above written.

| **PURCHASER** | | **CONTRACTOR** | |
|---|---|---|---|
| Signature | _____ | Signature | _____ |
| CNIC # | _____ | CNIC # | _____ |
| Name | _____ | Name | _____ |
| Designation | _____ | Designation | _____ |
| Address | _____ | Address | _____ |

**WITNESSES**

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

## ANNEXURE-A (Current Data Center Equipment Details)

| Current Data Center Equipment Details | | |
|---|---|---|
| **Hardware & Network** | | |
| **Sr. No.** | **Equipment Description** | **Points** |
| **1** | 42 U Branded racks | 05 |
| **2** | Gig Ethernet patch panels 24 Ports | 06 |
| **3** | Servers | 31 |
| **4** | Cisco Active (Switch, routers etc) | 3 |
| **5** | Power Source Transfer Switch | 3 |
| **6** | Ampere Power (Redundant Total) | 225 |
| **7** | IP Pool | Approx. 300 |
| **8** | WAN Connectivity (L1 to L7 Punjab Clusters) | L1- L7 |
| **9** | Internet Connectivity | Approx. 40 MB |

## ANNEXURE-B (NDA)

# NON-DISCLOSURE AGREEMENT (NDA)

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

**Between**

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

**And**

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

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

**BACKGROUND**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows.

## 1. DEFINITIONS

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

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

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

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

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

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

**“Disclosing Party”** means the Party disclosing Confidential Information to the other Party under this Agreement.

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

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

**“Receiving Party”** means the Party receiving Confidential Information from the other Party under this Agreement.

## NON DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 This TENDER and PITB’s process of evaluating sourcing opportunities, as well as the timing and content of any meetings, discussions and negotiations between PITB and the Contractor, will be deemed ‘Confidential Information’ for the purposes of the Non-Disclosure Agreement (NDA).

2.2 Contractor must recognize and acknowledge that PITB operates in a sensitive environment in sync with Provincial Government and, for that reason, expects that Tenderer will treat all materials and data provided by PITB as confidential.

2.3 Under consultation with PITB, the Primary Contact (see below) must approve distribution or sharing of this TENDER document and any attachments with any other parties. Contractor may disclose relevant parts of this TENDER to their relevant business partners and/or subcontractors, provided that the partners and/or subcontractors have first executed an NDA with PITB.

2.4 Any Contractor that shares this TENDER, any subsequent documentation from PITB, or any information whatsoever relating to this process, either physically or orally, with any other parties, without the prior written agreement of PITB, or without an NDA being proven, in advance, to be in place between PITB and the recipient party, may be automatically disqualified from the supplier selection process.

2.5 The Receiving Party shall during the term of this Agreement (as specified in Sub-article 9.2 hereof), Service Level Agreement (SLA) and tender document not disclose to any third party Confidential Information received from the Disclosing Party.

2.6 In addition to the responsibility not to disclose Confidential Information to any third party as set out in Sub-article 2.1 hereof, the Receiving Party shall during the term of this Agreement be liable for:

(i) any loss, theft or other inadvertent disclosure of Confidential Information, and

(ii) any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) to whom the Receiving Party under this Agreement has the right to disclose Confidential Information received from the Disclosing Party.

(iii) This TENDER and PITB's process of evaluating sourcing opportunities, as well as the timing and content of any meetings, discussions and negotiations between PITB and the Contractor, will be deemed 'Confidential Information' for the purposes of the Non-Disclosure Agreement (NDA).

2.3 The Receiving Party shall not be liable for such inadvertent or unauthorized disclosure if it has used the same degree of care in safeguarding such Confidential Information as it uses for its own confidential information of like importance. However, the Receiving Party must in any case have used not less than a reasonable degree of care, and, upon becoming aware of such inadvertent or unauthorized disclosure, notified the Disclosing Party thereof and taken reasonable measures to mitigate the effects of such disclosure and to prevent any further disclosure.

## USE OF CONFIDENTIAL INFORMATION

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

## PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

4.1 The Receiving Party may disclose Confidential Information to any of its Affiliates, in which event the Affiliate shall be entitled to use or disclose the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. THE RECEIVING PARTY HEREBY WARRANTS THAT ANY AFFILIATE TO WHICH CONFIDENTIAL INFORMATION IS DISCLOSED WILL BE BOUND AND WILL ABIDE BY THE TERMS OF THIS AGREEMENT.

4.2 The Receiving Party shall limit the dissemination of Confidential Information received from the Disclosing Party to its employees and Affiliates having a need to receive such information to carry out the Purpose.

4.3 The Parties acknowledge that the Receiving Party may only disclose Confidential Information received from the Disclosing Party to its contractors, subcontractors, agents, independent consultants, banks, financial institutions or similar entities, upon prior written consent of the Disclosing Party. In the event the Disclosing Party gives such consent, the Receiving Party warrants that any of its contractors, subcontractors, agents, independent consultants, banks, financial institutions or

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

## COPYING AND RETURN OF FURNISHED INSTRUMENTS

5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property. Such instruments shall be promptly returned by the Receiving Party upon the Disclosing Party's request.

## NO REPRESENTATIONS OR WARRANTIES

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

## NON DISCLOSURE OF NEGOTIATIONS

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

## LIABILITY

8.1 Notwithstanding anything else contained herein neither Party shall be liable for any indirect loss or damage including consequential damage.

8.2 In any case the total liability of either Party for any cause whatsoever, regardless of the form of action, whether in contract, tort (including negligence) or strict liability or otherwise shall be limited to direct proven damages which shall not at any time exceed in aggregate the amount of PKR 500,000/-.

## TERM AND TERMINATION

9.1 This Agreement shall become effective on the day it has been duly signed by both Parties. The provisions of this Agreement shall however apply retroactively to any Confidential Information which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

9.2 This Agreement shall remain in force for three (3) years from the Effective Date, unless and to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

## GOVERNING LAW AND ARBITRATION

10.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Islamic Republic of Pakistan.

10.2 Any and all disputes, differences or questions between the Parties with respect to any matter arising out of or relating to this Agreement shall be finally settled in Lahore in accordance with the Arbitration Act 1940 by two arbitrators, one to be nominated by each Party.

10.3 Any arbitration award shall be final and binding and may, if necessary, be enforced by any court or authority having jurisdiction.

## 11. COPIES OF CONTRACT

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

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

| **PURCHASER** | | **CONTRACTOR** | |
|---|---|---|---|
| Signature | _____ | Signature | _____ |
| CNIC # | _____ | CNIC # | _____ |
| Name | _____ | Name | _____ |
| Designation | _____ | Designation | _____ |
| Address | _____ | Address | _____ |

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