Tender Document

Tender No. 113082013-1

PROCUREMENT OF HARDWARE UNDER THE PROJECT TITLED ESTABLISHMENT OF VIDEO CONFERENCING FACILITY FOR PUNJAB GOVERNMENT

Punjab Information Technology Board (PITB)

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

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123)

URL: www.pitb.gov.pk

Table of Contents

1. Invitation to Bid 5
2. Bidding Details (Instructions to Bidders) 6

TERMS AND CONDITIONS OF THE TENDER 8

3. Definitions 8
4. Headings and Titles 9
5. Notice 9
6. Tender Scope 9
7. Tender Eligibility/Qualification Criteria 10
8. Tender Cost 10
9. Joint Venture 10
10. Examination of the Tender Document 10
11. Clarification of the Tender Document 11
12. Amendment of the Tender Document 11
13. Preparation / Submission of Tender 11
14. Tender Price 13
15. Bid Security (Earnest Money) 14
16. Tender Validity 14
17. Modification / Withdrawal of the Tender 14
18. Opening of the Tender 15
19. Clarification of the Tender 15
20. Determination of Responsiveness of the Bid (Tender) 15
21. Correction of errors / Amendment of Tender 15
22. TECHNICAL EVALUATION CRITERIA 16
23. FINANCIAL PROPOSAL EVALUATION 17
24. Rejection / Acceptance of the Bid 18
25. Award Criteria 18
26. Acceptance Letter (Letter of Intent) 18
27. Performance Security 19
28. Redressal of grievances by the procuring agency 19

TERMS & CONDITIONS OF THE CONTRACT 20

29. Contract 24
30. Contract Duration 24
31. Contract Documents and Information 24
32. Contract Language 24
33. Standards 24
34. Commercial Availability 24
35. Patent Right 24
36. Execution Schedule 24
37. Packing 24
38. Insurance 25
39. Labeling 25
40. Delivery 25
41. Installation and Implementation 25

42. Site Preparation 26
43. Power 26
44. Safety 26
45. Test Equipment and Tools 26
46. Spare Parts and Support 26
47. Inspection and Testing 27
48. Taking-Over Certificate 27
49. Warranty 27
50. Ownership of Goods and Replaced Components 28
51. Defects Liability Expiry Certificate 28
52. Payment 28
53. Price 28
54. Contract Amendment 29
55. Assignment / Subcontract 29
56. Extensions in time for performance of obligations under the Contract 29
57. Liquidated Damages 29
58. Blacklisting 29
59. Forfeiture of Performance Security 29
60. Termination for Default 30
61. Termination for Insolvency 30
62. Termination for Convenience 30
63. Force Majeure 30
64. Dispute Resolution 31
65. Statutes and Regulations 31
66. Taxes and Duties 31
67. Contract Cost 31
68. The Client 32
69. Authorized Representative 32
70. Waiver 32
71. Training 32
72. Documentation 32
73. Special Stipulations 33
ANNEXURE-A 34
ANNEXURE-B 43
ANNEXURE-C 44
ANNEXURE-D 45
ANNEXURE-F 47
ANNEXURE-G 49
ANNEXURE-H 50
ANNEXURE-I 51
ANNEXURE-J 52
ANNEXURE-K 53

Important Note:

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

Applicability of Punjab Procurement Rules, 2009

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

1. Invitation to Bid

1.1 PPRA Rules to be followed

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

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

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

1.2 Mode of Advertisement(s)

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

As per Rule 12(3), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website **http://www.pitb.gov.pk** and from PPRA's website **www.ppra.punjab.gov.pk** for information only. All prospective bidders are required to register themselves with the Procurement Assistant at PITB Office, 11th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore by showing the deposit slip of Rs. 2000/-. This amount shall be deposited in PITB's A/C No. UBL 1534-9, SAM Branch, LCCI, Lahore, the deposit slip must accompany respective bid; 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 clauses 7, 13, 20 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically

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

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

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of the clause "Bid Security" of this document in favor of **"Punjab Information Technology Board"**. The bids along with the Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, Lahore on or before 1500 hours on **28th August, 2013**. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on 28th August, 2013.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the hardware must be received in writing to the Purchaser till 20th August, 2013. Any query received after said date shall not be entertained. All queries shall be responded to within due time. PITB will host a Pre-bid meeting on **20th August, 2013** at 4:00 PM at PITB premises (11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

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

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

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

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

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

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

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

Primary Contact

Sajid Latif.
Director General (E-Governance)
Email: latif.sajid@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Secondary Contact

Sajjad Ghani

Joint Director (IT Infrastructure)

Email: sajjad@pitb.gov.pk

11th Floor, Arfa Software Technology Park, 346-B,

Ferozepur Road, Lahore, Pakistan.

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

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

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

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

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

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

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

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

3.4 "Client" means the Project lead of technical wing of the Purchaser for whose’ particular project the 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.

3.5 “Bidder/Tenderer” means the Firm/Company/Supplier/Distributers that may provide or provides the I.T related hardware/equipment etc. and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.

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

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

3.8 "Contractor / Vendor" means the Tenderer whose Tender has been accepted and awarded letter of Intent for a specific item followed by the Contract signed by the Purchaser.

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

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

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

3.12 "Day" means calendar day.

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

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

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

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

3.17 "Prescribed" means prescribed in the Tender Document.

3.18 "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.

3.19 "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.

3.20 "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.

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

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

4. Headings and Titles

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

5. Notice

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

5.1.1 in writing;

5.1.2 issued within reasonable time;

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

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

6. Tender Scope

6.1 Punjab Information Technology Board (PITB), (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for supply of I.T equipment (hereinafter referred to as “the Goods”) and for installation, configuration, deployment, commissioning, training, testing, after-sale support, of said Goods (hereinafter referred to as “the Services”).

The objective of this project is to provide a fast, secure, efficient and effective way of communication to the high Govt. officials in provincial capital, divisional headquarters, district headquarters or any other department in the Punjab for the timely exchange of information in order to make timely decisions and to increase the productivity. Following particular objectives are aimed for this project:

- Provision, installation and commissioning of the state of the art video conferencing facility anywhere in Punjab province.
- Facilitation for instant multi point communication

6.2 The equipment shall be delivered and deployed at various Government Offices in Punjab, as specified by the Purchaser at the time of delivery.

7. Tender Eligibility/Qualification Criteria

7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last three (3) years as on;

7.1.2 must be authorized partner of the principal / manufacturer;

7.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);

7.1.4 has valid Security and Exchange Commission of Pakistan (SECP) Registration;

7.1.5 has been established for at least three (3) years with proven experience in conducting/carrying out the similar business / services mentioned in this tender document under Clause 6;

7.1.6 has submitted bid for complete items and bid security for complete items. Non-compliance of the same shall cause rejection of the bid.

7.1.7 must be involved in computer hardware manufacturing or sales or supply business such as Video Conferencing equipment, IT & Communication Equipment business for last three (3) years as on the date of submission of the tender.

7.1.8 has authorization / distribution of the quoted brand in Pakistan for all items required in the tender.

7.1.9 Must provide the equipment including but not limited to MCU, Room Presence, Desktop Video Terminals as a single source solution of the same brand and manufacturer. The vendor must ensure the availability of parts and services for next five years of the quoted Brand / Model / Solution.

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

7.1.11 Audited Financial Statements of last three (3) years;

7.1.12 Must be registered with Tax Authorities of Pakistan as per prevailing latest taxation rules.

7.1.13 Must conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.14 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.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

8. 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.

9. 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 and can provide all the required equipment solely by adhering to the above mentioned clauses, can participate.

10. Examination of the Tender Document

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

11. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 08 working days of issuance of tender in writing. The Clarification and its replies will be shared with all prospective bidders.

12. Amendment of the Tender Document

12.1 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 all the Bidder(s).

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

12.3 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.

13. Preparation / Submission of Tender

13.1 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.

13.2 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.

13.3 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.

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

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

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

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

13.5.3 Authorized Certificate / document from the principle / manufacturer.

13.5.4 Evidence of eligibility of the Tenderer and the Goods

13.5.5 Evidence of conformity of the Goods / the Services to the Tender Document

13.5.6 Undertaking and Evidence that the quoted Goods are genuine, brand new, non- refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials

13.5.7 Technical Brochures / Literature

13.5.8 Details of Warranty and After-Sale Service

13.5.9 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.

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

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

13.5.12 Valid Registration Certificate for Income Tax & Sales Tax

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

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

13.6 The Financial Proposal shall comprise the following:

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

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

13.6.3 Bid Security **(Earnest Money), as per provisions of the clause Bid Security of this document** (**Annexure- I**)

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

Original Technical Tender for
Tender Name. [Name of Tender]
Tender No. 113082013-1
Strictly Confidential

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

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

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

Duplicate Technical Proposal for
Tender Name. [Name of Tender]
Tender No. 113082013-1
Strictly Confidential

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

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

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

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

Original Tender for

Tender Name. [Name of Tender]

Tender No. 113082013-1

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

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

Duplicate Tender for

Tender Name. [Name of Tender]

Tender No. 113082013-1

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.12 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.

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

13.14 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.

14. Tender Price

14.1 The quoted price shall be:

14.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

14.1.2 in each item in Pak Rupees;

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

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

14.3 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).

14.4 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.

14.5 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.

15. Bid Security (Earnest Money)

15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:

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

15.1.2 denominated in Pak Rupees;

15.1.3 against complete items of this tender document

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

15.1.5 if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.6 if the Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;

15.1.7 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.

15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

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

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

15.2.3 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.

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

16. Tender Validity

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

17. Modification / Withdrawal of the Tender

17.1 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.

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

18. Opening of the Tender

18.1 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.

18.2 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.

18.3 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.

19. 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

20. Determination of Responsiveness of the Bid (Tender)

20.1 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:

20.1.1 meets the eligibility criteria given herein this tender document/ the Goods / the Services;

20.1.2 meets the Technical Specifications for the Goods / the Services against each item;

20.1.3 meets the delivery period / point for the Goods / the Services against each item;

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations for the Goods / the Services against each item;

20.1.6 is accompanied by the required Bid Security as part of financial bid envelope;

20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;

20.1.8 is otherwise complete and generally in order;

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

20.2 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.

20.3 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.

21. Correction of errors / Amendment of Tender

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

21.1.1 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.

21.1.2 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.

21.1.3 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.

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

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

21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL EVALUATION CRITERIA

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

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

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

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

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

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

The technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria against each item:

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.	Mandatory
	Compliance to the technical specifications of hardware (all items) to be procured mentioned vide Annex-A of this document	Mandatory
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must)	Mandatory
	Must be authorized partner of the principal	Mandatory

Technical Demo (Mandatory)	The bidder must provide Demo of the solution which is to be deployed. Demo must include and confirm the features / specification as required in the tender.	Mandatory	
Financial Strength/ Experience	Audited Financial Reports (Max Points 15)	3 years	5 Points for each year
	Number of Projects of Similar Nature with worth more than 10 Million in last three years (5 Points for each, Max Points 20)	4 projects	20 Points
	Average Annual Sales of last three (3) years (Max Points 25)	100 - 200 million	10 Points
		201-300 million	15 Points
		301-400 million	20 Points
		401 million & above	25 Points
	Working Capital/Net Worth of last three (3) years (Max Points 25)	100 - 200 million	10 Points
		201-300 million	15 Points
		301-400 million	20 Points
		401 million & above	25 Points
	Net Income of last three (3) years (Max Points 25)	10 - 20 million	10 Points
		20-30 million	15 Points
		30-40 million	20 Points
		41 million & above	25 Points
Human Resource, Professional	Number of Employees (Max Points 20)	10	5 Points
		26-50	10 Points
		51-75	15 Points
		76 - 100	20 Points

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

23. FINANCIAL PROPOSAL EVALUATION

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

23.2 The Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2009. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.3 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.4 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.5 In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.6 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) 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 not submitted against complete items and bid security is not submitted against complete items.
- 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; 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 step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of RFP fulfilling qualification and technical evaluation criteria against each item will stand technically qualified.

25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated against each item and selected on lowest cost quoted as per rules and fulfilling all codal formalities against each item, irrespective of their score in the previous step.

26. Acceptance Letter (Letter of Intent)

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

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

27. Performance Security

27.1 The successful Tenderer/The Contractor against each Lot shall furnish Performance Security as under:

- 27.1.1 within fourteen (14) 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;
- 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 until the date of expiry of warranty period, support period or termination of services, whichever is later. No other shape or form of Performance Security shall be acceptable with any validity less than the prescribed time period.

27.2 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.

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

28. Redressal of grievances by the procuring agency

28.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

28.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.

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

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

28.5 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

Contract Title:

Contract for

PROCUREMENT OF HARDWARE UNDER THE PROJECT TITLED ESTABLISHMENT OF VIDEO CONFERENCING FACILITY

between

Punjab Information Technology Board (PITB)

and

[Name of Contractor]

Dated:

TABLE OF CONTENTS

I. Agreement
II. General Conditions of Contract
24. Contract
25. Contract Documents and Information
26. Contract Language
27. Standards
28. Commercial Availability
29. Patent Right
30. Execution Schedule
31. Packing
32. Insurance
33. Labeling
34. Delivery
35. Installation and Implementation
36. Site Preparation
37. Power
38. Safety
39. Operation and Maintenance
40. Test Equipment and Tools
41. Spare Parts and Support
42. Inspection and Testing
43. Taking-Over Certificate
44. Warranty
45. Ownership of Goods and Replaced Components
46. Defects Liability Expiry Certificate
47. Payment
48. Price
49. Contract Amendment
50. Assignment / Subcontract
51. Extensions in time for performance of obligations under the Contract
52. Liquidated Damages
53. Blacklisting
54. Forfeiture of Performance Security
55. Termination for Default
56. Termination for Insolvency
57. Termination for Convenience
58. Force Majeure
59. Dispute Resolution
60. Statutes and Regulations
61. Taxes and Duties
62. The Client
63. Authorized Representative
64. Waiver
65. Training
66. Documentation
III. Technical Specifications

I. Draft Agreement

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

and

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

RECITALS

WHEREAS,

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

(b) The Purchaser has requested the Contractor to provide certain supply of 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 Duration

The Contract duration shall be for the period of three (3) years starting from the date of delivery, installation, deployment & commissioning of all Goods/Equipment/Items till end of warranty period.

31. 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.

32. 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.

33. Standards

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

34. 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.

35. 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.

36. Execution Schedule

The Contractor shall deliver Goods/ordered equipment within four (4) weeks from the issuance of Acceptance Letter i.e. Letter of Intent.

37. 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.

38. 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.

39. 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.

40. Delivery

39.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware with any associated/relevant software and its 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 Government Offices in Punjab, as specified by the Purchaser at the time of delivery.

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

39.3 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.

39.4 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.

41. Installation and Implementation

40.1 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.

40.2 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.

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

40.4 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.

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

40.6 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.

42. Site Preparation

41.1 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.

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

43. 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, over-heating and out-of-tolerance current surges.

44. Safety

43.1 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.

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

43.3 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.

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 this document 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 this document 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 provide all necessary supporting documents along with invoice e.g. import documents, bill of entry, warranty certificates and all other relevant documents.

51.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, 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 Payment, if any.

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

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

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

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

53. Price

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

54. Contract Amendment

53.1 The Purchaser may, at any time, by written notice served on the Contractor, alter or amend the contract in whole or in part, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the 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 total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

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

58.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of

the following conditions:

58.1.1. If the Contractor commits a default under the Contract;

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

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

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

58.3 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.

58.4 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 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the

circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

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

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

62.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

62.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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

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

64.2 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.

64.3 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. The successful bidder shall provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

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 65.2, 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:	
Bid Security (Earnest Money)	Refer to Clause (15)
Performance Security	Refer to Clause (27)
Delivery Period (including installation, configuration, deployment, commissioning, testing, and training of the delivered items.)	Four (4) weeks from the issuance of Acceptance Letter i.e. Letter of Intent
Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor	Refer to Clause (57)

ANNEXURE-A

TECHNICAL SPECIFICATIONS OF HARDWARE

HARDWARE SPECIFICATIONS:

ITEM # 1

Single Screen 55 inch Room Presence (QTY-4)		
S#	**ITEM**	**Description**
1	Technical Requirement	Must have an embedded system. The product's major components (the telepresence codec, digital microphone array, and assembly components) must be of one brand. must be H.323-, H.320-, and SIP-compliant, and must support the IP data connections 4 Mbps or more. Must be highly integrated and movable, to provide a meeting experiences. Must have an embedded system installed and use a non-PC architecture. It must be stable enough to operate 24/7. Must support 1080p30 and 720p60 video encoding and decoding. The display equipment must be able to display 1080p full HD video.
2	Communication Protocols	The bidding product must support most of the protocols from H.323, H.320, SIP, H.221, H.225, H.230, H.231, H.233, H.234, H.235, H.241, H.242, H.243, H.245, H.281, H.283, H.350, H.460, and T.140, TCP, FTP, DHCP, SNMP, Telnet, HTTP, PPPoE, RTP, and RTCP.
3	Requirement For Video	The product must support H.264, H.263, and H.261 for interoperation with traditional HD and SD videoconferencing systems. Must support 1080p@30fps or higher
4	Requirement for Audio	The product must support G.711, G.722, G.728, AAC-LD stereo, or other protocols for 20 kHz or higher wideband audio).must provide three channel audio to provide sound localization. Must provide automatic Echo Cancellation,automatic Gain Control and Automatic Noise Supression.must be resisttant to electromagnetic interference.should have 3.5 mm audio jack for PC input.must allow 2 or higher microphone inputs.
5	Camera	Must have resolution of 2.0 megapixel or higher and a sensor size not lower than 1/3 inch. Must support the resolution of 1080p@ 30fps or higher. Must provide 18x optical zoom or higher. Must support DVI-I /HDMI connectors for digital HD video output.
6	Digital Microphone	Must be of the same brand. Support 360 degree voice pickup and an optimal pick-up range of six meters.
7	Display	55 inch or more LCD/LED screen. Must support the physical screen resolution of 1920 x 1080 pixels and the aspect ratio of 16:9. Must provide at least two HDMIs, one YPbPr/YCbCr interface, and one VGA interface.
8	Assembly Component	Must be of the same brand as telepresence codec. Must be made of metals (for the integral support) and transparent PMMA materials. Must support various installation options: the stand-alone option with optional casters

		and the wall-mounted option. Must provide access for simplified installation and maintenance.
9	Touch Pannel	The bidding product must provide a 8-inch or larger wireless touch panel to control its components. The touch panel must be a capacitive touchscreen, LED backlights,. The touch panel must use a dual-core or multi-core processor with the operating frequency of at least 1 GHz and an internal memory of at least 1 GB.

Note
1- 3 Years Parts and Labor warranty for all components on site
2- Maximum of 48 hours down time for all components including replacement of the whole unit anywhere in the province with local replacement of parts
3- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period
4- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
5- Please mention the country of origin / manufacturing / assembly of the quoted brand / model

ITEM # 2

Desktop Video Terminal (QTY-10)		
SR. No.	**ITEM**	**Description**
1	Technical Requirement	Must have and embedded system. Must be H.323-, H.320-, and SIP-compliant, and must support the IP data connections. Must be highly integrated with a built-in LCD screen, camera, omni directional microphone and stereo speakers.. It must be stable enough to operate 24/7. Must support 1080p30 and 720p60 video encoding and decoding. The display equipment must be able to display 1080p full HD video.
2	Conference Rate	Support IP access rates ranging from 128kbits/s to 4 Mbit/s
3	Ports	Provide a standard 3.5 mm audio input and output jack.
4	Display	Provide an LCD screen with the resolution of 1920 x 1080 pixels. Provide a 21-inch or larger LCD screen that supports the aspect ratio of 16:9.
5	Camera	Provide an integrated camera that collect video at 30fps. Deliver 1080p30 or higher.
6	Video Index	Support H.261, H.263 or higher for video compression and encoding, and 1080p30 for video format.

7	Audio Index	Support at least one of G.711, G.722, G.728, AAC-LD (22 kHz), and dual-channel audio.
9	Dual Stream	Support the standard H.239 dual-stream protocol without the need for an external dual-stream box. Support presentations at a frame rate up to 30 fps.
10	Network Adaptability	Support packet loss concealment so that over an IP network: Obvious pixelation on the video or discontinuous audio does not occur even when the packet loss rate reaches 3% Audio communication can continue even when the packet loss rate reaches 10%. Support automatic down speeding for IP networks so that conference rates can be automatically decreased or increased based on the IP network bandwidth available for ensured audio and video quality.
11	Control	Support touch control on the LCD screen or touch panel. Allow participants to perform conference control and other operations on the terminal using its web interface or remote control.
	Video Terminal Function	Be able to function as a computer display and allow users to quickly switch the display content between computer desktop and conference video. Provide built-in microphones that support sound pickup within a radius of 6 m. Support automatic switch between 16:9 and 4:3 aspect ratio display modes. Allow the local computer desktop, local video, local presentation, remote video, and remote presentation to be displayed on one display device. Allow users to adjust video parameters, such as the background light intensity, contrast, saturation, and brightness.

Note
1- 3 Years Parts and Labor warranty for all components on site
2- Maximum of 48 hours down time for all components including replacement of the whole unit anywhere in the province with local replacement of parts.
3- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period
4- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
5- Please mention the country of origin / manufacturing / assembly of the quoted brand / model

ITEM # 3

MCU with 35 720p@30Fps licenses (QTY-1)	
No.	**Description**
1	The bidding product must be highly integrated and chassis-based and use an embedded operating system and a non-PC architecture must support HD/SD video terminal and telepresence Endpoint .
2	The bidding product must comply with H.323, H.320, SIP, and Telepresence Interoperability Protocol (TIP) to offer high compatibility.
3	The bidding product must support TCP/IP, FTP/FTPS, RTP, RTCP, HTTP/HTTPS, SNMP, Telnet, SSH, and DNS/DDNS.
4	The bidding product must support H.221, H.225, H.235, H.242, H.243, H.245, H.281, H.283, H.460, FECC, RFC 2833, DTMF, SRTP, and TLS.
5	The bidding product must support H.264, H.263++, H.263+, H.263, and H.261.
6	The bidding product must be able to encode and decode 1080p50/60, 1080p25/30, 720p50/60, 720p30, 4CIF, CIF, and QCIF videos.
7	The bidding product must provide great video processing capability to save network bandwidth.
8	The bidding product must support up to 24 panes for continuous presence and provide universal transcoding to: Allow various endpoints using different bandwidths and video resolutions to join the same conference. Enable each participant to have an individual continuous presence layout.
9	The bidding product must support symmetric continuous presence in 1080p60, 1080p30, or 720p so that the videos sent and received by a participant endpoint are at the same resolution.
10	The bidding product must support presentation transcoding to enable: Sites with different codec capabilities and using different transmission rates to view a presentation at different resolutions and frame rates. Sites that do not support presentation sharing to use the video channel to view a presentation. A presentation to be added to continuous presence.
11	The bidding product must: Provide 35 720p@30fps Allow a user to increase the number of supported ports by adding a service board or

	updating the license file.
12	The bidding product must provide at least 36 1080p60 ports, 72 1080p30, 144 720p30 ports, or 288 SD ports, with the transmission rate for each port not lower than 6Mbit/s.
13	The bidding product must be able to host at least 20 concurrent conferences, each of which contains a maximum of 72 1080p participant endpoints.
14	The bidding product must support presentations using H.239 and SIP, the highest resolution of presentations being 1080p30.
15	The bidding product must support the following audio protocols: G.711, G.722, G.722.1, G.722.1.C, G.728, G.729A, G.729AB, G.719, iLBC, AAC-LD mono, and AAC-LD stereo.
16	The bidding product must provide a 100/1000 Mbit/s autonegotiation network port and support IPv4/IPv6 dual stack.
17	The bidding product must deliver bandwidths ranging from 64 kbit/s to 6Mbit/s.
18	The bidding product must provide a web interface where a user can manage and maintain the MCU and schedule conferences.
19	The bidding product must provide an embedded GK that allows at least 128 concurrent registrations.
20	The bidding product must support SNMPv3, which enables a user to perform the following from a conference management system: Configure the MCU. Manage MCU alarms. Monitor the MCU's running status. Update the MCU.
21	The bidding product must support multi-channel cascading, which allows a lower-level MCU to transmit the videos of multiple participants through independent channels to an upper-level MCU.
22	The bidding product must provide great fault tolerance. The bidding product must be able to dynamically adjust the resolutions for conference video streams to provide the best possible video experience.
23	The bidding product must provide H.235 encryption over an H.323 network and TLS/SRTP encryption over a SIP network.
24	The bidding product must support firewall traversal technology, including static NAT, H.460, and video firewall.
25	The bidding product must allow a participant endpoint to create or join a multipoint conference on the video IVR UI.
26	The bidding product must support calls using URIs.

27	The bidding product must allow a user to move participants between conferences.
28	The bidding product must provide multiple conference control functions, including: Add, delete, broadcast, and view a participant Set continuous presence View participant status View network statistics in real time
29	The bidding product must support DTMF conference control, which allows participants to use arrow keys or number keys to switch between continuous presence layouts and participant videos.
30	The bidding product must allow endpoint users to dial the unified access number to access the video IVR UI and join a conference.
32	The bidding product must provide multiple redundancy and backup mechanisms and allow backup between power modules, network ports, and media processing boards.

Note
1- 3 Years Parts and Labor warranty for all components on site
2- Maximum of 48 hours down time for all components including replacement of the whole unit anywhere in the province with local replacement of parts.
3- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period
4- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
5- Please mention the country of origin / manufacturing / assembly of the quoted brand / model

ITEM # 4

Management Suite for MCU and Video End Points (QTY-1)	
SR #	**Description**
1	The product must offer an independent service management platform for conference management, device management, registration, authentication, conference control, and statistics collection. Must support HD VC terminal, SD VC terminal and Telepresence/room presence end points
2	The product must use the browser/server architecture and provide a physical server instead of being integrated on the built-in web server of an MCU.
3	The product must provide a standalone or embedded GK server for registration and

	authentication of devices.
4	The provided GK server must allow at least 50 and up to 1000 concurrent registrations.
5	The product must support IPv4/IPv6 dual stack.
6	The product must provide organization-based management of devices, system permissions, and resources.
7	The product must support hierarchical and role-based management of users and allow at least 50 concurrent logins.
8	The product must support management for a minimum of 100 endpoints including MCU maximum of 128 MCUs and 10000 endpoints.
9	The product must allow a user to: Query and modify settings of added devices. Manage device configuration templates. Apply the settings of a device configuration template to multiple devices.
10	The product must provide automatic detection of devices to facilitate device configuration.
11	The product must provide the following information on its home page to facilitate management: Device monitoring information (number of alarms, online devices, and online users) Utilization ratio of system resources (CPU and memory) Conference information (number of ongoing and scheduled conferences) Resource monitoring information (utilization ratio of MCUs and participants)
12	The product must support logging of system operations and query of logs. The logs record alarm operations, settings modification, and startup of MCUs and registration, startup, and settings modification of endpoints.
13	The product must provide alarm functions and allow a user to view the content, level, and status of alarms.
14	The product must allow a user to remotely update MCUs and videoconferencing endpoints in batches.
15	The product must provide conference template functions and enable a user to use a conference template to schedule a conference.
16	The product must be able to push conference notifications to participants and allow participants to join conferences by clicking links in the notifications.
17	The product must provide multiple conference control functions, including: Add, delete, broadcast, and view a participant Set the continuous presence layout

	Mute and unmute microphones Mute and unmute speakers Turn on and off video View participant statistics
18	The product must provide participant snapshots to facilitate participant monitoring.
19	The product must be able to monitor the network status of participants and provide real-time packet loss statistics of each participant, which helps location of network faults. The bidding product must be able to export network statistics of conferences and participants and provide archiving and backup of network statistics for participants.
20	The product must support MCU pool management so that the system can automatically select an appropriate MCU to host a conference.
21	The product must support N+1 backup of MCUs.
22	The product must be able to automatically cascade MCUs using multiple channels to facilitate conference scheduling.
23	The product must support management of recording resources (including recording servers) and provide conference recording control.
24	The product must be able to integrate with Microsoft Active Directory and Exchange Server to allow a user to schedule a conference from an Outlook client.
25	The product must provide APIs for integration with third-party systems.
26	The product must support collection of statistics, including statistics on MCU and participant endpoint utilization, and allow a user to export reports to PDF or Excel files.

Note
1- 3 Years Parts and Labor warranty for all components on site
2- Maximum of 48 hours down time for all components including replacement of the whole unit anywhere in the province with local replacement of parts.
3- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period
4- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
5- Please mention the country of origin / manufacturing / assembly of the quoted brand / model

ITEM # 5

HIGH END SERVER (RACK MOUNTABLE) (QTY-2)		
S#	**ITEM**	**DESCRIPTION**
1	Processor	2 X Intel® Xeon® Processor E7-4820 (18M Cache, 2.00 GHz, 5.86 GT/s
2	Mother Board	Server Board Server Chipset with Quad Processor Scalability (Upgradeability)
3	ECC Memory	48GB RAM DDR3-1333 Mhz or higher
4	Hard Disk Drive	6 x 1TB 6G SAS
5	RAID Controller	Integrated RAID Controller (Supporting RAID 0, 1, 5, 10)
6	I/O Ports & Expansion Slots	As per manufacturer standards
7	Optical Drive	CD+/-RW and 8X DVD RW 8X DVD R or higher
8	Display Card	Min 32MB
9	Network Adapter	4 x Gigabit Ethernet (NT & Win Server 2008, 2012, Linux Supportive) with Load Balancing and Failover support
10	Mouse & Key Board	USB optical mouse and USB Standard key board
11	Chassis	4U Rack mountable with Rack Rails and Cable Management ARM
12	Power Supply	Fully Redundant Hot Plug power supply
Note		
1- 3 Years Parts and Labor warranty for all components on site		
2- Maximum of 48 hours down time for all components including replacement of the whole unit anywhere in the province		
3- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period		
4- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.		
5- Please mention the country of origin / manufacturing / assembly of the quoted brand / model		

FORMS & OTHER REQUIRED DOCUMENTS

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 No._____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

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

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

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

We remain,
Yours sincerely,
Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-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 No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

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

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

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

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

ANNEXURE-D

Price Schedule/ Financial Cost Sheet

Sr .No.	Item Description	No. of units	Price per unit (Excluding Tax) PKR	Tax Amount per unit (PKR)	Total Cost (No. of units * (Unit cost + Tax Amount per unit))
1					
2					
Total Bid Price					X

Notes to Price Table:

i. **X** will determine the total bid cost for all items.

ii. Prices must be quoted for all items.

iii. The Purchaser reserves exclusive rights to cancel/decrease or increase the quantities of equipment/hardware mentioned vide this tender document.

Total Cost (in words) Rs. _____

Date _____

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.

ANNEXURE-E

Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

_____

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

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

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

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

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

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

_____
Signature & Stamp

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

_____ Notary Public

ANNEXURE-I

BID SECURITY FORM

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

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

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

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

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

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

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

Date this _____day of 2013.

GUARANTOR

Signature _____

CNIC #_____

Name _____

Designation _____

Address _____

ANNEXURE-J

PERFORMANCE SECURITY

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

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

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

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

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

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

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

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

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

Date this _____day of 2013.

GUARANTOR

Signature _____

CNIC #_____

Name _____

Designation _____

Address _____

ANNEXURE-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 Contract in PAK Rupees

_____

Authorized Signatures with Official Seal