Tender Document

SUPPLY OF EQUIPMENT AND SOFTWARE FOR THE PROJECT IT INITIATIVES AT LAHORE HIGH COURT & DISTRICT COURTS

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INVITATION TO BID

1. Punjab Information Technology Board (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of Server, Computer, Computer Accessories, Networking Equipment, Office Equipment, UPS etc. (hereinafter referred to as "the Goods") and for installation, configuration, deployment, commissioning, testing, training, after-sale support, etc. of said Goods (hereinafter referred to as "the Services") on "Lot" basis of this document. Proponents applying for bids should submit two separate **bids/envelopes for Financial Proposal and Technical Proposal.**

2. The Technical Proposal should contain all the bid items without quoting the price and must list firm's clientele, details of past project, resumes/CVs of the engineering team, after-sales service and authorization letters from manufactures, etc. Financial bids of Firms not pre-qualified on Technical basis will not be opened. The selected firms would be responsible for complete execution, installation, configuration, deployment, commissioning, testing of the equipment and would hand over it in satisfactory running state within stipulated time.

3. Tender document available on www.pitb.gov.pk for info only. All prospective bidders must purchase the tender document by showing the deposit slip of Rs. 500/-.This amount will deposit at PITB A/C No. UBL 1534-9, SAM Branch, LCCI, Lahore, must accompany the bids

4. All bids must be accompanied by a call deposit (CDR) of two percent (02%) of total bid amount. The bids along with the CDR must be delivered to the office of the Accounts Officer, Punjab Information Technology Board, Lahore on or before 1500 hours on **7th April 2011**. The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, Lahore, 15-1-C Model Town, Lahore, at 1600 hours on **7th April 2011**.

5. Bidders must submit bids on **Lot basis**. Failure to meet this condition will cause disqualification of the bidder. Clearly mention the lot # on technical and financial proposal.

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

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

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

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

6 Failure to supply items within the stipulated time period will invoke penalty as specified in this document. In addition to that, 02% Call Deposit (CDR) amount will be forfeited and the company will not be allowed to participate in future tenders as well.

7 Execution/installation of the said tendered equipment will be carried out at Lahore, Punjab within four weeks from the commencement date of Contract between the Purchaser and the tenderer.

8 The contractor will provide replacement within 24 hrs. in case of failure of any equipment.

9 The Bidding Firm must have efficient complaint management system i.e., (Help Desk, etc) to response the service calls.

10 The Purchaser will undertake detailed scrutiny of the bids in two stages

(i) Firstly, the. Technical Proposals will be considered. Only those bidders who’s Technical Proposals are found to be substantially responsive to the Technical Specifications, will be considered in the second stage;

(ii) Secondly, the Financial Proposals of those bidders who’s Technical Proposals have been found to be substantially responsive will be considered. It is clarified, for the avoidance of any doubts, that **Financial Proposals of any bidder who’s Technical Proposal is not substantially responsive, will not be considered**

TERMS AND CONDITIONS OF THE TENDER

1. Definitions

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

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

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

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

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

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

1.2.4 "Contractor" means the person whose Tender has been accepted by the Purchaser.

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

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

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

1.2.8 "Day" means calendar day.

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

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

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

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

1.2.13 "Prescribed" means prescribed in the Tender Document.

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

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

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

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

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

2. Headings and Titles

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

3. Notice

3.1 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:

3.1.1 in writing;

3.1.2 issued within reasonable time;

3.1.3 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

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

4. Tender Scope

4.1 Punjab Information Technology Board (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for supply of Server, Computer, Hardware, Computer Peripherals, Computer Accessories, Networking Equipment, Office Equipment, UPS, etc. (hereinafter referred to as “the Goods”) and for installation, configuration, deployment, commissioning, testing, training, after-sale support, etc. of said Goods (hereinafter referred to as “the Services”).

5. Tender Eligibility

5.1 Eligible Tenderer is a Tenderer who:

5.1.1 has a registered office in Pakistan;

5.1.2 is must manufacture of Goods / provider of Services or authorized dealer / agent of original manufacturer of Goods / provider of Services.

5.2 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’s is restricted to do business in Pakistan by any law of Government of Pakistan or an UN agency

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.

6. Tender Cost

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

7. Joint Venture

7.1 Joint venture or partnership is not eligible to this tender. Only registered companies with sales tax and income tax authorities can participate

8. Examination of the Tender Document

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

9. Clarification of the Tender Document

9.1 The Tenderer may require further information or clarification of the Tender Document, within 07 days of issuance of tenders in writing.

10. Amendment of the Tender Document

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

10.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers who have purchased the tender document from PITB office.

10.3 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.

11. Preparation / Submission of Tender

11.1 The Tenderer is allowed to bid for one or more lots in the same tender.

11.2 The Tenderer is not allowed to bid for partial LOT.

11.3 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.

11.4 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.

11.5 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.

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

11.6.1 Affidavit (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vet)

11.6.2 Authorized Certificate / document from the principle / manufacturer.

11.6.3 Evidence of eligibility of the Tenderer and the Goods

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

11.6.5 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

11.6.6 Technical Brochures / Literature

11.6.7 Details of Warranty and After-Sale Service

11.6.8 Financial accounts for the last three years

11.6.9 Registration Certificate for Income Tax & Sales Tax

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

11.6.11 Power of Attorney, if an authorized representative is appointed

11.7 The Financial Proposal shall comprise the following:

11.7.1 Tender Form

11.7.2 Price Schedule

11.7.3 Tender Security

11.7.4 Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.13 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.

11.14 The Tender shall be mailed to reach and dropped in the Tender Box placed at the

Reception of the Purchaser's office, during office hours, up to due date and time.

12. Tender Price

12.1 The quoted price shall be:

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

12.1.2 on FOR basis including all charges up to the delivery point at various Punjab Government Offices in Punjab;

12.1.3 in Pak Rupees;

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

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

12.3 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).

12.4 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.

12.5 In case of locally produced 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 Service 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.

13. Tender Security

13.1 The Tenderer shall furnish the Tender Security as under:

13.1.1 For the whole Tender (All the LOTS quoted for);

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

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

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

13.1.5 denominated in a currency of the Tender;

13.1.6 have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

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

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

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

13.2.3 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.

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

14. Tender Validity

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

15. Modification / Withdrawal of the Tender

15.1 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.

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

16. Opening of the Tender

16.1 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.

16.2 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.

17. Clarification of the Tender

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

18. Determination of Responsiveness of the Tender

18.1 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:

18.1.1 meets the eligibility criteria for the Tenderer / the Goods / the Services;

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

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

18.1.4 meets the rate and limit of liquidated damages;

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

18.1.6 is accompanied by the required Tender Security;

18.1.7 is otherwise complete and generally in order;

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

18.2 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.

18.3 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.

19. Evaluation of the Tenders

19.1 The Tender Evaluation Committee shall evaluate the Tenders, previously determined to be substantially responsive, in steps. In the first step, Technical Proposal shall be evaluated on the basis of technical proposal / solution/ specifications. In the second step, Financial Proposal of only such Tenders in which Technical Proposal meets / exceeds the benchmark of technical evaluation shall be evaluated as per the financial bid.

19.2 Tender would be awarded to least cost, technical compliant vendor.

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

19.3.1 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.

19.3.2 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.

19.3.3 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.

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

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

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

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

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

20. Rejection / Acceptance of the Tender

20.1 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.

20.2 The Tender shall be rejected if it is:

20.2.1 substantially non-responsive; or

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

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

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

20.2.5 the Tenderer submits more than one Tenders; or

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

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

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

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

21. Acceptance Letter

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

22. Performance Security

22.1 The successful Tenderer shall furnish Performance Security as under:

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

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

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

22.1.4 denominated in a currency of the Contract;

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

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

22.2.1 If the Contractor commits a default under the Contract;

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

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

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

TERMS & CONDITIONS OF THE CONTRACT

23. Contract

23.1 The Purchaser shall, after receipt of the Performance Security from the successful

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

24. Contract Documents and Information

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

25. Contract Language

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

26. Standards

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

27. Commercial Availability

27.1 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.

28. Patent Right

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

29. Execution Schedule

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

30. Packing

30.1 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.

31. Insurance

31.1 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.

32. Labeling

32.1 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.

33. Delivery

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

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

33.3 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.

33.4 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.

34. Installation and Implementation

34.1 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.

34.2 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.

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

34.4 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.

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

34.6 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.

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

35. Power

35.1 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. The Contractor shall configure the software and cabling for the UPS to work flawlessly with OS, and shall demonstrate that appropriate messages are generated if such a condition does occur.

36. Safety

36.1 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.

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

36.3 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.

37. Operation and Maintenance

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

38. Test Equipment and Tools

38.1 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.

39. Spare Parts and Support

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

39.2 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.

39.3 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.

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

39.5 The Contractor shall give six months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives.

39.6 The Contractor shall also identify and provide the following:

39.6.1 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;

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

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

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

40. Inspection and Testing

40.1 The Purchaser 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.

40.2 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.

40.3 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.

40.4 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.

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

41. Taking-Over Certificate

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

41.2 The Client shall, within twenty one 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.

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

42. Warranty

42.1 The Contractor shall warrant to the Purchaser that the Goods 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.

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

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

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

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

42.4 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.

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

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

42.7 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.

42.8 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.

42.9 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.

43. Ownership of Goods and Replaced Components

43.1 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.

44. Defects Liability Expiry Certificate

44.1 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.

44.2 The Client shall, within twenty one 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.

45. Payment

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

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

45.3 The Purchaser shall pay the amount verified in the Certificate of Payment within fourteen days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done, to the Contractor, as per Government policy, in the currency of the Tender, through treasury cheque.

46. Price

46.1 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.

47. Contract Amendment

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

47.2 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.

47.3 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.

47.4 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.

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

48. Assignment / Subcontract

48.1 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.

48.2 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.

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

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

50. Liquidated Damages

50.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

51. Blacklisting

51.1 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.

51.2 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.

52. Forfeiture of Performance Security

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

53. Termination for Default

53.1 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.

53.2 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.

54. Termination for Insolvency

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

55. Termination for Convenience

55.1 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.

55.2 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:

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

55.2.2 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.

56. Force Majeure

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

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

57. Dispute Resolution

57.1 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.

57.2 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.

58. Statues and Regulations

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

58.2 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.

58.3 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.

59. Taxes and Duties

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

60. The Client

60.1 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.

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

61. Authorized Representative

61.1 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.

61.2 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.

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

61.4 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.

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

61.6 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.

62. Waiver

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

63. Training

63.1 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.

63.2 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.

64. Documentation

64.1 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.

TECHNICAL SPECIFICATIONS

LOT # 1 (ITEM # 1)		
DESKTOP COMPUTER QTY (130)		
S.#	ITEM	DESCRIPTION
1	Processor	Intel Core i3 550 3.2 GHz processor or higher with Built-in 4 MB L2 Cache, FSB 2.5 GT/s DMI
2	Mother Board	Intel Chipset H57 or higher
3	Memory	4 GB DDR-3, SDRAM 1333 MHz or higher
4	Hard Disk Drive	Min 320 GB SATA-II with 7200 RPM or higher
5	Super Drive Internal	CD+/-RW and 8X DVD RW 16X DVD R or higher, compatible with Microsoft Windows 2000/Xp/2003/Vista/7 and Red Hat Linux.
6	Display Card/Sound Card	Built-in Video Graphics Display and Sound Card
7	Network Adapter	Built-in 10/100/1000 base-T Gigabit Ethernet card (Microsoft Windows 2000/XP/2003/Vista/7, Red Hat Linux Supportive) Wake on LAN (WOL) support
8	Monitor	17" TFT Monitor, Low Radiation, 1024 x 768 Resolution supportive.
9	Mouse & Key	Standard Keyboard and 2.0 USB 2-Button Optical Mouse with Scroll.
10	Casing	Manufacturer Standard casing with standard Power Supply
11	I/O Interfaces and Expansion Slots	Min six USB 2.0 ports, Min Two PCI slots, etc.
OPTIONAL		
1	Wireless Card	Wireless Card
NOTE:		
1- 3 Years Parts and Labor warranty for all components on site		
2- Maximum of 24 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		
6- Vendor / Assembler to provide verification of Serial numbers / AA numbers of Intel products.		

LOT # 1 (ITEM # 2) Qty 110
Keyboard USB Port Black Color
LOT # 1 (ITEM # 3) Qty 110
Mouse USB Port Black Color

LOT # 2 (ITEM # 1)			
Uninterruptible Power Supply (UPS)			
B**RANDS**		**APC, MGE, LIEBERT/ EMERSON OR EQUIVILANT**	
S #	**ITEM**	**DESCRIPTION**	**QTY**
1	**650VA**	650 VA with dry batteries, surge protection, processor control, **Line Interactive Technology**, at least 10 minutes backup time or higher on a single PC with 17" CRT Monitor, 2-4 hours recharge time, Serial/USB Port, Plug and Play, UPS Monitoring Software, with other standard features.	130
Note			
1- 3 Years Parts and Labor warranty for all components on site			
2- Maximum of 24 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			

LOT # 3 (ITEM # 1)		
MID RANGE SERVER (2U RACK MOUNTABLE) QTY (2)		
S#	**ITEM**	**DESCRIPTION**
1	Processor	2 X Quad-Core Intel Xeon processor E 5620 (2.4 Ghz) L3 Cache 12 MB, 5.86 GT/s
2	Mother Board	Server Board Chipset 5520 with DUAL Processor Scalability (Upgradeability)
3	ECC Memory	16 GB ECC DDR-3 Memory, 1066 MHz bus expandable to 16GB or higher support
4	Hard Disk Drive	3 x 300 GB or higher, SAS hard drives (hot plug)
5	Drive Controllers	SAS controller
6	RAID Controller	RAID Controller with 256 MB battery backed cache (Supporting RAID 0, 1, 5, etc.)
7	Optical Drive	DVD Writer
8	Display Card	On-board
9	Network Adapter	Dual embedded Gigabit Ethernet NIC with fail-over and load balancing (NT & Win2000, 2003, 2008 Red Hat Linux Supportive) with TCP Offload Engine (TOE) support
10	I/O Ports & Expansion Slots	Minimum 4 PCI slots with at least one PCI express, 2.0 USB etc. External Storage support.
11	Mouse & Key Board	Standard Keyboard, Compatible USB Optical Mouse with 2-Buttons & Scroll, mouse pad
12	Chassis	2U Rack mountable chassis
13	Power Supply	Hot-Swap Redundant (2) Power Supplies as per Manufacturer's standards
14	System Software	Management capabilities should include Capacity Management, Remote Management, Web Management, Configuration Management, Event Scheduling, Alert Management, RAID Management
15	Monitor / LCD	17" Flat Screen TFT Monitor, Low Radiation, 1024 x 768 Resolution supportive
16	**Anti Virus**	Corporate Solution
OPTIONAL ITEM		
1	HBA CARD	HBA Card to connect with storage device
NOTE:		
1- 3 Years Parts and Labor warranty for all components on site by Manufacturer		
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- The vendor is responsible for the installation of Configuration Management software, Server Operating System, and provides training for the efficient configuration and management of the system.
6- Please mention the country of origin / manufacturing / assembly of the quoted brand / model

LOT # 3 ITEM # (2)		
DIRECT ATTACHED STORAGE 6 TB QTY (1)		
Sr #	**ITEM**	**DESCRIPTION**
1	Device Type	Direct Attached Storage
2	Supported Devices / Modules Qty	As per manufacturing standard
3	Installed Hard drive	600 GB 6G SAS 15K or higher(for 10TB use 2TB 6G SAS 7.2K X 6)
4	total Capacity required	6 TB expandable up to 12 terabyte
5	Host Interface	6G SAS
6	RAID Level	0, 1, 5, 6, 10
8	OS Support required	Red Hat Linux 5.0, SuSE Linux 10.0, Microsoft Windows Server 2003 x64 Edition, Microsoft Windows 2003, Microsoft Windows 2003 & latest
9	Power Device	Power supply - hot-plug - plug-in module
10	Power Redundancy	Yes
Optional		
	SAS Controller Card	PCIe SAS Controller Card
NOTE:		
1- 3 Years Parts and Labor warranty for all components on site by Manufacturer		
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- The vendor is responsible for the installation of Configuration Management software, Server Operating System, and provide training for the efficient configuration and management of the system.
6- Please mention the country of origin / manufacturing / assembly of the quoted brand / model

LOT # 3 (ITEM # 3)		
LOCAL RACKS 42U QTY (01)		
S#	**ITEM**	**DESCRIPTION**
1	Rack	42U Rack Cabinet with perforated doors
2	Console	1U 17inch Flat Panel Monitor
3	Keyboard / Mouse	USB Keyboard with integrated pointing device
4	PDU's	2 PDU's
NOTE:		
1- 3 Years Parts and Labor warranty for all components on site by Manufacturer		
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- The vendor is responsible for the installation of Configuration Management software, Server Operating System, and provide training for the efficient configuration and management of the system.		
6- Please mention the country of origin / manufacturing / assembly of the quoted brand / model		

LOT 3 Item 4 Managed Switch with 24 PORTS	
Ports Quantity	24 Ports Ethernet 10/100/1000
Data Transfer Rate	Minimum 1 Gbps
Management Protocol	Should be support SNMP 1, RMON 1, Telnet, SNMP 3, SNMP 2c, HTTP
Communication Mode	Half-Duplex and Full-Duplex
Switching Protocol	Over Ethernet
Minimum Required Features should be :	Layer 2 switching, DHCP support, BOOTP support, VLAN support, Port mirroring, Weighted Round Robin queuing, Broadcast Storm Control, Access Control List, Quality of Service, Stackable Chassis, Required Redundant Power System Connector, Security and Safe Guard Engine
Compliant Standards	IEEE 802.1D, IEEE 802.1Q, IEEE 802.1p, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s
Expansion Slots	4 SFP Fiber Ports with Gb Support, 1 Management Console Minimum
Power Device	Internal Power Supply
Power	AC 120/230 V

LOT # 4			
PRINTERS			
MONOCHROME LASERJET PRINTERS			
Sr. #	**ITEMS**	**DESCRIPTION**	**Qty**
1	Medium Duty Laser Printer	Minimum Print Speed: 25 PPM. Processor: 256 MHz RISC. Memory: 64 MB RAM or higher. Resolution: 1200 by 1200 dpi or higher. Paper Handling Legal, A4 & letter size paper. Paper Tray(s): Two Paper Trays minimum. Network Ready. Low Ink indicator. Print cancel button. Duplex Printing: Automatic Two-sided printing (Duplexer Card). LCD Display of the Print Status, With other Standard Features of the Manufacturer. Drivers: Microsoft windows Xp/Vista/2003/7 and Red Hat Linux supportive. (with USB 2.0 cable)	**48**
2	Heavy Duty Laser Printer	Minimum Print Speed: 40 PPM (letter size on best quality mode) or Higher. Processor: 256 MHz RISC. Memory: 128 MB RAM or higher. Resolution: 1200 x 1200 dpi or higher, Paper Trays: Two Paper Trays minimum. Duplex Printing: Automatic Two-sided printing (Duplexer Card). Paper Handling: Legal, A4, A3 & letter size paper. LCD Display of the Print Status, With other standard features of the Manufacturer like network ready, low ink indicator, print cancel button. Drivers: Microsoft windows Xp/Vista/2003 and Red Hat Linux supportive.	**5**
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- The bidder is required to give details about:			
6- Please mention the country of origin / manufacturing / assembly of the quoted brand / model			

LOT # 5			
SCANNERS			
BRANDS		**HP, CANON OR EQUIVALENT**	
Sr. #	**ITEMS**	**DESCRIPTION**	**QTY**
1	Heavy duty Scanner (ADF)	Document feeding: Duplex ADF (100 pages minimum of 80gsm). Scanning Resolution: 600 by 600 dpi, Document Size: A4, Legal, Scanning Mode: B/W & color. Scanning Speed: 60ppm (A4, Portrait B/W-Col @ 300 dpi) or higher. Dual Paper Path: (U-turn & Straight Paper path), Scan Technology: CIS, Interface: USBII & SCSI-III, with Other standard features along with USB cable.	05
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.			

LOT # 6 (QTY-03)		
MULTIMEDIA PROJECTORS		
BRANDS		**3M, SONY, TOSHIBA, PANASONIC, SHARP, SANYO OR EQUIVALENT**
S.#	**ITEMS**	**DESCRIPTION**
1	LCD Multimedia Projector	4000 or higher Lumens, True XGA, resolution 700 TV lines or higher, Projection Size: 25" to 300", Contrast ratio: 400:1, min 1024x768 pixels, 16.7M colors, Min 2000 hours or higher Lamp life, Dual RGB, S-Video, Video, PC Audio ports, other standard features.
2	Projector Screen	Multimedia Projector screen 6x8 with tripod stand
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.		

LOT # 7			
FURNITURE & FIXTURES			
1	**Computer Table**	70	Size (cm) 120*45*73 approximately, Made of laminated wood/natural polished wood. PVC semicircular lining to be fixed on the edges, Tabletop, High Pressure Laminated (HPL) tabletop, Color Matching the Chair, Wooden pull out keyboard tray
2	**Computer Chair**	70	Standard Cylinder, Adjustable seat height range that accommodates 95% of the population 5 feet to 6'-4", Self Adjusting Recline, Counter-balance recline mechanism, Support through full range of recline motion. No tension spring to adjust, Pivoting Backrest, Extra motion of the backrest during recline automatically adjusts to the changing needs of the spine, Form-Sensing Mesh, Self-adjusting lumbar support, Low abrasion mesh. Modular for easy replacement, Counter Seat Cushion, Carefully sculpted to match body contours, Modular for easy replacement, Dual-surface casters roll easily on carpeted/floors and quietly, Base caps on five-star base for wear protection and aesthetic appeal, Fixed armrests shaped easy with arms, Gross Weight (kg), 10 – 25 approximately

LOT # 8	
Oracle License	
Standard Edition 11g	One Processor based License with maximum discount

SPECIAL STIPULATIONS

SCHEDULE- A: SPECIAL STIPULATIONS	
For ease of reference, certain Special Stipulations are as under:	
Tender Security	The Tenderer shall furnish the Tender Security as under: for the whole Tender; if Total Tender Price is less than or equal to PKR 5 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if the Total Tender Price is more than PKR 5 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; for a sum equivalent to 2% of the Total Tender Price; denominated in a currency of the Tender; Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
Performance Security	The successful Tenderer shall furnish Performance Security as under: within three working days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; for a sum equivalent to 10% of the contract value; denominated in a currency of the Contract; Have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, whichever is later.
Delivery Point of Goods & Services	The Contractor shall deliver the Goods at various Punjab Government Offices in Punjab, as specified by the Purchaser at the time of delivery.
Start operation of Services after installation, configuration, deployment, commissioning, testing, and training.	Within **04 weeks** from the commencement date of Contract.
Liquidated damages for failure / delay in supply / Installation / configuration of Goods / Services / Works by the Contractor	a sum of money @.25% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

TENDER FORM

To:

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

Gentlemen:

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

Date this _____day of 2011.

TENDERER

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

WITNESSES

Signature	_____	Signature	_____
CNIC #	_____	CNIC #	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____

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

AFFIDAVIT

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

Date this _____day of 2011.

TENDERER

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

WITNESSES

Signature	_____	Signature	_____
CNIC #	_____	CNIC #	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____

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

PRICE SCHEDULE

Sr#	LOT#	ITEM#	ITEM	T-QTY	UNIT PRICE	TOTAL PRICE	Total Price + GST
1	1	1	Computers	130			
2	1	2	Keyboard	110			
3	1	3	Mouse	110			
4	2	1	UPS	130			
5	3	1	Server (Medium Range)	2			
6	3	2	DAS (Direct Attached Storage)	1			
7	3	3	Servers Rack	1			
8	3	4	Managed Switch with 24 Ports	1			
9	3	5	Anti Virus (Corporate Solution)	2			
10	4	1	Medium Duty Laser Printers	48			
11	4	2	Heavy Duty Laser Printer	5			
12	5	1	Heavy Duty Scanners	2			
14	6	1	Multi-media Projectors	3			
15	7	1	Computer Tables & Chairs	70			
16	8	1	Database License (Oracle 11g Standard Edition single processor)	1			

TENDER SECURITY FORM

WHEREAS [Name and Address of the Tenderer] (hereinafter called "the Tenderer") has

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

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

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

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

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

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

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

Date this _____day of 2011

.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

PERFORMANCE SECURITY

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

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

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

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

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

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

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

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

Date this _____day of 2011.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

CONTRACT

This Contract is made on _____2011 at Lahore

Between

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

And

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

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

For

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

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

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

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

WITNESSES

Signature	_____	Signature	_____
CNIC #	_____	CNIC #	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____