Tender Document

Hosting Services for Disaster Recovery of Online Admissions System

Punjab Information Technology Board

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June 02, 2011

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Invitation to Bid

1. Introduction

Punjab Information Technology Board (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of hosting services for disaster recovery of Online Admissions System to be deployed in high availability environment catering huge volumes of concurrent user load**.**

1.1 PPRA Rules to be Followed

Punjab Procurement Rules 2009 will be strictly followed. These may be obtained from:

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 website **http://www.pitb.gov.pk** or received from Accounts Officer, 15-1-C Model Town, Lahore. At the time of submission of bids, the bidders are required to submit the deposit slip of PKR.500/- per tender in PITB A/C No. UBL 1534-9, SAM Branch, LCCI, Lahore.

1.3 Type of 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 procuring agency shall evaluate the technical proposal in a manner prescribed in Section 6 of this document, without reference to the price and reject any proposal which does not conform to the specified requirements.
vi. During the technical evaluation no amendments in the technical proposal shall be permitted;

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

ix. The bid found to be the lowest evaluated bid shall be accepted.

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

1.4 Bidding Details

All bids must be accompanied by a call deposit **(CDR) of 02% of quoted price in favor of "Punjab Information Technology Board"**. The bids along with the CDR, Tender Forms, Affidavits, etc., must be delivered to the office of the Accounts Officer, Punjab Information Technology Board, Lahore on or before 1500 hours on **June 28, 2011**. The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, Lahore, 15-1-C Model Town, Lahore, at 1530 hours on **June 28, 2011.**

PITB will host a Q&A session from **2pm to 4pm** for all those interested in bidding, at PITB premises (15-C Model Town, Lahore), on **June 20, 2011**. The session is for the purpose of clarifying any concerns that potential bidders may have regarding the specifications of the project.

Bidders must submit bids on the basis of complete services. Failure to meet this condition will cause disqualification of the bidder.

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.

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 accept or reject one or all bids without assigning any reason thereof.

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

2. Hosting Servers Requirements

PITB invites bids from interested Hosting Contractors to host software applications in high availability environment, with the ability to handle peak loads of up to 75,000 concurrent users for a period of up to 4 weeks during a year.

A total of 12 servers may be required with following possible roles:

1. Database Servers (To host SQL Server Enterprise Database – clustered dedicated) – 2 servers
2. Reporting Servers (For SSRS Reporting) – 2 servers
3. Application Servers (To host MS Dynamics CRM) – 2 servers
4. Web Servers (To host user application forms) – 2 servers
5. Active Directory Servers – 2 servers
6. Back up servers – 2 servers

Role assignment may vary based on need and resource utilization.

The detailed server specifications are given below

2.1 Database Servers

Number of Servers	**2 (For High Available Active/Passive SQL Cluster Server and Active/Active Windows Cluster Server)**
Processor:	2 x Intel Xeon Quad Core 2.6 GHz – OR-- 4 x Intel Xeon Dual Core 2.6 GHz (More Supported)
RAM:	32 GB (More Supported)
Hard Drive:	SAS Storage with Hardware RAID 5 (146 x 16 drives for RAID 50). SAN/NAS Storage for Data RAID 1 (146 x 2 Drives for RAID 1) RAID 1 for OS/App/database log and RAID 5 for Data files – OR -- RAID 1 SSD (Solid State Drives) – 64GB (for OS) - preferred SAN/NAS Storage 8TB (RAID 5 or better)
Other	DVD drive (required for installation from DVD)
NIC Card	2 x Gigabit or 100/1000(Gigabit) Network Card (More available)

The hardware must support the following software:

- Microsoft Windows 2008 Enterprise with SP2 or Later
- Microsoft SQL Server 2008 with SP2 or R2

2.2 All Other Servers

Number of Servers	**10 (For high available with same windows Network Load balance server)**
Processor:	1 x Intel Xeon Quad Core 2.6 GHz – OR-- 2 x Intel Xeon Dual Core 2.6 GHz (More Supported)
RAM:	32 GB (More Supported)
Hard Drive:	SAS Storage with Hardware

	RAID 1 (146 x 2 Drives for RAID 1) RAID 1 for OS/Application installation and users profiles
Other	DVD drive (required for installation from DVD)
NIC Card	2 x Gigabit or 100/1000(Gigabit) Network Card (More available)

The hardware must support the following software:

- Microsoft Windows 2008 Enterprise with SP2 or Later
- Microsoft SQL Server 2008 Reporting Services with indexing Services Enabled
- Microsoft CRM Connector for Reporting Services (Enterprise)
- Microsoft Dynamics CRM Web Application Server (Enterprise)
- Microsoft Dynamics CRM Help Content Server (Enterprise)
- Microsoft Dynamics CRM Asynchronous Service (Enterprise)
- Microsoft Dynamics CRM Discovery Service (Enterprise)
- Microsoft Dynamics CRM Deployment Service (Enterprise)
- Microsoft IIS Server with ASP or Silverlight Online Admission system website
- Hosting name for website forwarding

The Purchaser will be responsible Application software installation and management

For Web servers; bandwidth of up to 30 MB (CIR) will be required for during peak months and up to 8 MB (CIR) during the rest of the year.

Contractor must quote one single price for all the components listed above. The final award will be made solely on the combined cost in Box X and not on any breakup values.

Table 1: BID SUMMARY

PHASE 1	
ITEM	**TOTAL COST**
1. Hosting of MS-SQL Database Servers on dedicated servers with specifications stated in this document (Section 2.1) (Qty:2) **Maintenance, Security, Audit, Logging**	
2. Hosting of other software/web applications on dedicated servers with specifications stated in this document (Section 2.2) (Qty:10) **Maintenance, Security, Audit, Logging**	
3. Additional server with similar specifications as in Section 2.2 (Qty:2) **Maintenance, Security, Audit, Logging**	
4. Bandwidth (CIR) 30 MB (for 6 weeks)	
5. Bandwidth (CIR) 8 MB (for 46 weeks)	
TOTAL	**Box X: AMOUNT HERE WILL DETERMINE THE LOWEST**

	BID

Note: Bandwidth requirements may vary based on concurrent user traffic during the year. Purchaser retains the right to adjust/specify required bandwidth each month, but not exceeding the limit specified in item 4 and 5 above for stipulated timeframes. Payments will be made based upon actual bandwidth procured.

3. Mandatory requirements

3.1 Hosting Requirements

Contractor must fulfill the following mandatory list of requirements:

1. Provision of DNS.
2. Provision of SMS gateway.
3. Provision to support HTTPS.
4. OS (Windows) Installation, configuration and administration, OS Service Packs, Patches and Security updates.
5. Domain Controllers (assigning of static/local IPs), DNS Servers configuration and management.
6. RAID Configuration on Database and Other application Servers.
7. SQL Server Clustering (Active/Passive).
8. Storage Area Network (SAN) Installation and Configuration (if any) for database storage.
9. NLB Servers configurations as per Dynamics CRM installation and configuration.
10. Manage connectivity and accessibility to users through domain controller.
11. Installation and Management of Terminal Server users connectivity from remote locations (if any).
12. Live IPs for all (12) servers.
13. Management of domain users.
14. Ensure 99.999% network and hardware servers uptime.
15. Provision of online trouble ticketing system.
16. Provision of hardware network load balancing. Two (Web) servers act as a front end to take the user load scaling up to 100,000 concurrent users during admissions cycle.

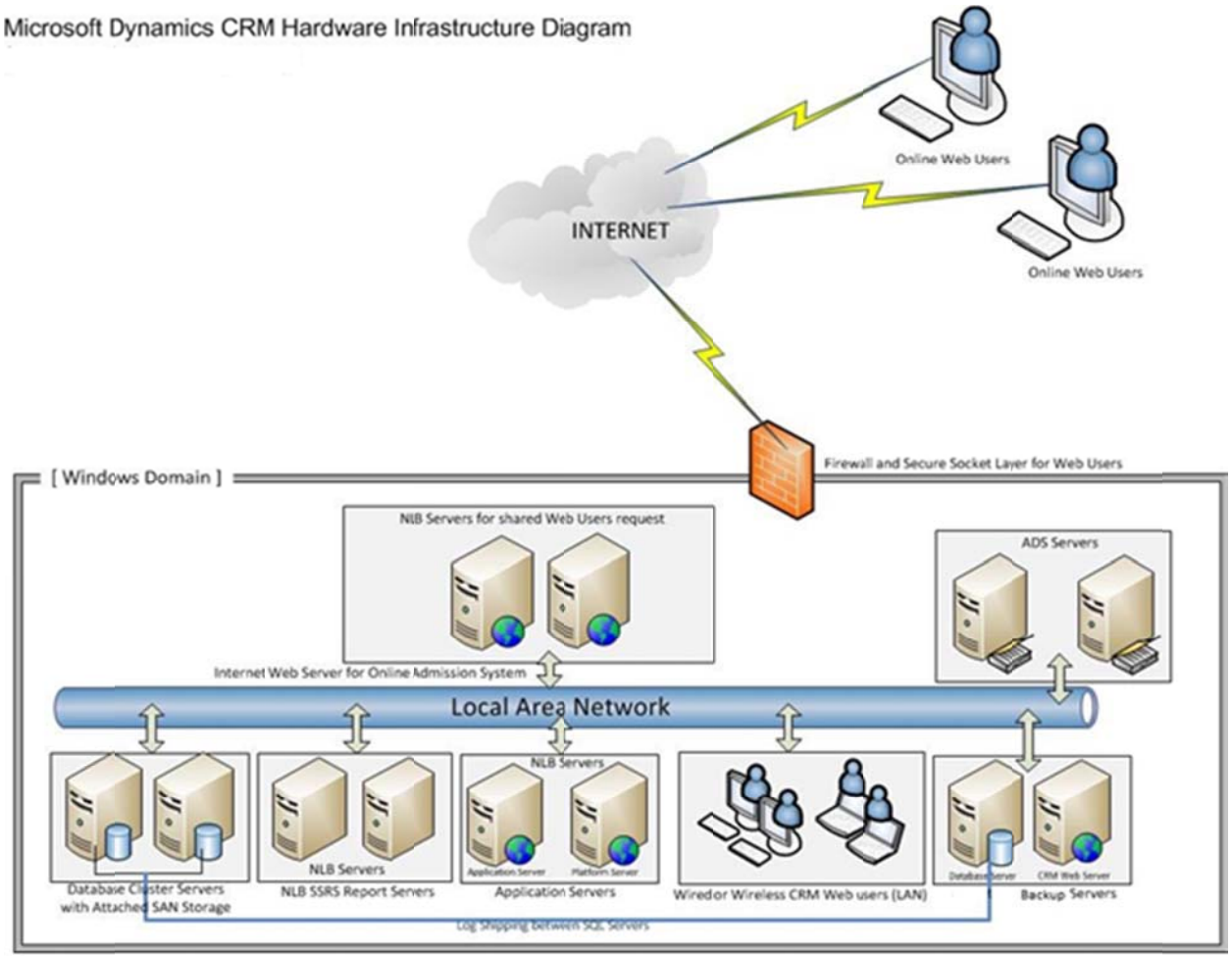
Separate SLA will be signed with successful bidder to ensure 99.999% network and hardware servers uptime.

3.2 Security Requirements

Contractor is required to:

1. Ensure network securities including protection from DDoS attacks numbering up to 100,000 PPS.
2. Ensure network level security and resolve any issues related to Operating System, Database Servers, Active Directory Servers, DNS etc.
3. Provide firewall network protection through specialized switches.
4. Maintain all kinds of audit logs and event trails of the network traffic.
5. Ensure intrusion detection via specialized systems for the purpose.

3.3 Production and Disaster Recovery Environment



4. General Terms

Following General Terms should be followed.

4.1 Contract duration

Initial contract duration will be one year based on quarterly payments. The duration of contract may be extended subject to the availability of budget and satisfactory completion of initial term of service.

4.2 Termination

The Purchaser may, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, by giving a notice of 2 months, without any compensation to the Contractor.

4.3 Special Stipulations

SCHEDULE- A: SPECIAL STIPULATIONS	
For ease of reference, certain Special Stipulations are as under:	
Tender Security	The Contractor 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 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 Contractor 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.
Start operation of Services after installation, configuration, deployment, commissioning,	Within 2-3 weeks from the commencement of date of contract

testing, and training	
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.

5. Documents Required

Following documents are required for the Technical and Financial Proposals.

5.1 Technical Proposal

The Technical Proposal should contain all the bid items without quoting the price (i.e., Table I should NOT be there) and must provide:

i. List of firm's major international and national clientele
ii. List of key products/installations in hosting environment with client references
iii. Complete details of all the projects being carried out by the bidder in Pakistan
iv. Details of similar type of projects executed by the Bidder
v. Details/Profile of Staff (Management / Technical) team
vi. Resumes of DBA, SA, and NA proposed
vii. GST and NTN company registration Certificate
viii. SECP Registration Certificate
ix. Certificates on standards compliance e.g, ISO, TIA etc.
x. Information Security Management practices
xi. Details of proposed offering with logical diagrams, functionality and features and the proposed deployment plan with timelines
xii. Availability confirmation of all resources which will be used in the proposed solution.
xiii. Any other document listed elsewhere in the document

5.2 Financial Proposal

This should contain Table 1 and the following:

I. Tender Form
II. Price Schedule
III. Tender Security

IV. Performance Security

V. Deposit receipt amounting to PKR 500/- in PITB's account (details of account listed above)

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.

Financial bids of Firms not pre-qualified on Technical basis will not be opened. The selected firms would be responsible for complete services for **hosting services for disaster recovery of Online Admissions System,** and satisfactory operations for contract period.

6. Technical Evaluation Criteria

Qualification Criteria (Qualification: 65%)		
Technical Section		**Points**
Section 1 – Tier 3 Compliance		
1	Multiple independent distribution paths serving the IT equipment	15
2	All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture	15
3	Concurrently maintainable site infrastructure guaranteeing 99.982% availability	20
	Section 1 Total	**50**
Section 2 – Company Profile		
1	Management and technical profile. CxO resumes, Total number of employees etc.	5
2	List of public sector clients being served for at least 2 years.	5
3	Number of years of continued hosting of government software and applications.	10
4	Number of years in similar business.	5
Section 2 Total		**25**
Section 3 - Corporate Profile		
1	Details of 3 largest clients in terms of their financial strength.	15
2	Terms & Quality of SLA proposed	10
Section 3 Total		**25**
TOTAL Marks		**100**

7. Detailed Bidding Rules

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 or any Hardware.

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.

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.

Notice

3.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Contractor & the Purchaser, 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.

Tender Scope

Punjab Information Technology Board (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for “**HOSTING SERVICES FOR DISASTER RECOVERY OF ONLINE ADMISSIONS SYSTEM**”, through the purchaser (refer to as the Services)

Tender Eligibility

5.1 Eligible Contractor is a Contractor who:

5.1.1 has a registered office in Pakistan;

5.1.2 has required relevant experience;

5.1.3 has required relevant financial capacity;

5.1.4 has the required relevant personnel.

5.1.5 Is manufacturer of Goods / provider of Services or authorized dealer / agent of original manufacturer of Goods / provider of services.

5.2 Goods and Services are Goods and Services which have their origin in eligible member countries, as listed below. However presence or provision to open up facility in Lahore, Pakistan would be preferred.

Afghanistan	Marshall Island

Australia
Austria
Bangladesh
Belgium
Bhutan
Burma
Cambodia
Canada
China, People's Republic of
Cook Islands
Denmark
Fiji
Finland
France
Germany,
Hong Kong
India
Indonesia
Italy
Japan
Kazakhstan
Kiribati
Korea, Republic of
Kyrgyz Republic
Laos People's Democratic Republic
Malaysia
Maldives
Mongolia
Micronesia, Federal States
Myanmar
Nauru
Nepal
Netherlands
New Zealand
Norway
Pakistan
Papua New Guinea
Philippines
Singapore
Solomon Islands
Spain
Sri Lanka
Sweden
Switzerland
Taipei, China
Thailand
Tonga
Turkey
Tuvalu
United Kingdom
United States of America
Vanuatu
Viet Nam
Western Samoa

5.3 For purposes of Clause 5.2 above, "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.

Tender Cost

6.1 The Contractor 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.

Joint Venture

7.1 Contractors may form a joint venture of two or more Contractors. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the Tender.

7.2 One of the partners shall be authorized to, be in charge, incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender.

7.3 All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Contract Deed, to that effect, shall be signed by all the partners.

Examination of the Tender Document

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

Clarification of the Tender Document

9.1 The Contractor may require further information or clarification of the Tender Document, no later than three working days prior to the deadline for the submission of the Tender, in writing or by telephone or by visiting the office.

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 Contractor(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 Contractor(s).

10.2 The Purchaser shall notify the amendment(s) in writing to the prospective Contractors who shall acknowledge receipt of the amendment(s)in writing to the Purchaser.

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 Contractors previously subject to the deadline shall thereafter be subject to the deadline as extended.

Preparation / Submission of Tender

11.1 The Contractor shall submit only one Tender.

11.2 The Tender shall be for all complete Item(s) and not for one or more item(s)

11.3 The Tender and all documents relating to the Tender, exchanged between the Contractor and the Purchaser, shall be in English. Any printed literature furnished by the Contractor 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 Contractor 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 Contractor 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 Contractor]

[Address of the Contractor]

[Phone No. of the Contractor]

11.7 The Contractor 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 Contractor]

[Address of the Contractor]

[Phone No. of the Contractor]

11.8 The Contractor shall follow the same process for the Financial Tender.

11.9 The Contractor 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 Contractor]

[Address of the Contractor]

[Phone No. of the Contractor]

11.10 The Contractor 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 Contractor]

[Address of the Contractor]

[Phone No. of the Contractor]

11.11 The Contractor 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.

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

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 negotiation / 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.

Tender Security

13.1 The Contractor shall furnish the Tender Security as under:

13.1.1 For the whole Tender;

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 denominated in a currency of the Tender;

13.1.5 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 Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or

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

13.2.3 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.

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

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 Contractor'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 Contractor agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Contractor may refuse extension of validity period of the Tender, without forfeiting the Tender security.

Modification / Withdrawal of the Tender

15.1 The Contractor 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.

Opening of the Tender

16.1 Tenders shall be opened, at the given place, time and date, in the presence of the Contractor(s) for which they shall ensure their presence without further invitation.

16.2 The Contractor's name, modifications, withdrawal, security, attendance of the Contractor and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

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 Contractor(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.

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 Contractor / the Goods / the Services;

18.1.2 meets all the requirements of Project Objective & Scope as defined below;

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 Contractor's obligations under the Contract.

18.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Contractor 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.

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 as per the technical evaluation criteria in Section 7. If the 60% pass marks are not met, the bidder will be rejected and its financial proposal shall be returned unopened. In the second step, Financial Proposal of only such Tenders in which Technical Proposal meets / exceeds the benchmark of technical evaluation criteria shall be evaluated as per the financial evaluation criteria.

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

19.2.1 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.

19.2.2 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.

19.2.3 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.

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

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

19.5 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.

19.6 The Contractor 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 Contractor 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 Contractor.

19.7 The Contractors 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.

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 Contractor of the grounds for the Purchaser's action, and without thereby incurring any liability to the Contractor and the decision of the Purchaser shall be final.

20.2 The Tender shall be rejected if it is:

20.2.1 for one / more item(s) and not for all Items; or

20.2.2 substantially non-responsive; or

20.2.3 not pre-qualified on technical proposal; or

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

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

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

20.2.7 the Contractor submits more than one Tenders; or

20.2.8 the Contractor refuses to accept the corrected Total Tender Price; or

20.2.9 the Contractor has conflict of interest with the Purchaser; or

20.2.10 the Contractor tries to influence the Tender evaluation / Contract award; or

20.2.11 the Contractor engages in corrupt or fraudulent practices in competing for the Contract award.

Acceptance Letter

21.1 The Purchaser shall, send the Acceptance Letter to the successful Contractor, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until

execution of the formal Contract.

Performance Security

22.1 The successful Contractor 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 Contractor within thirty working days after the expiry of its validity.

TERMS & CONDITIONS OF THE CONTRACT

Contract

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

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.

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.

Standards

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

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.

Operation and Maintenance

28.1 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 contract period.

Installation and Implementation

29.1 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.

29.2 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.

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

29.4 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.

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

29.6 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.

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

Patent Right

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

Payment

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

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

31.3 The Purchaser shall pay the amount within fourteen days of issuance of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Goods/services supplied, the Services provided and the Works done, to the Contractor, as per Government policy, on monthly or quarterly basis, in the currency of the Tender, through treasury cheque.

Price

32.1 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.

Contract Amendment

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

33.2 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.

33.3 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

33.4 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.

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

Assignment / Subcontract

34.1 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.

34.2 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.

Extensions in time for performance of obligations under the Contract

35.1 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, 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, extend the Contractor's time for performance of its obligations under the Contract.

Liquidated Damages

36.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, 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.

Blacklisting

37.1 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.

37.2 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.

Forfeiture of Performance Security

38.1 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.

Termination for Default

39.1 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, 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.

39.2 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 from Pakistan. However, the Contractor shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency

40.1 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, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

Termination for Convenience

41.1 The Purchaser may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

41.2 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:

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

41.2.2 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.

Force Majeure

42.1 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.

42.2 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.

Dispute Resolution

43.1 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.

43.2 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.

Statues and Regulations

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

44.2 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.

44.3 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.

Taxes and Duties

45.1 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.

The Client

46.1 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.

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

Authorized Representative

47.1 The Purchaser 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.

47.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Contractor.

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

47.4 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.

47.5 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 (as specified in this Tender) to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

47.6 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 who shall confirm, reverse or vary such decision or instruction.

Waiver

48.1 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.

8. Forms

8.1 TENDER FORM

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

Gentlemen:

1. We, [Name and Address of the Contractor], 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 2010.

CONTRACTOR

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 Contractor.

8.2 AFFIDAVIT

1. We, [Name and Address of the Contractor], 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 Contractor(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 Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Contractor of the grounds for the Purchaser's action, and without thereby incurring any liability to the Contractor and the decision of the Purchaser shall be final.

Date this _____day of 2010.

CONTRACTOR

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 Contractor.

8.3 TENDER SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") 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 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 theContractor, 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 2010.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

8.4 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 Contractor 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 2010.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

8.5 CONTRACT

This Contract is made on _____2010 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

Hosting services for disaster recovery of Online Admissions System

(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
    - **l.** Service Level Agreement (SLA)

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	_____