Tender Document

PROCUREMENT OF

SERVICES REQUIRED UNDER AUTOMATION OF LAHORE HIGH COURT & DISTRICT COURTS

Punjab Information Technology Board (PITB)

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Table of Contents

1. Invitation to Bid 6
2. Bidding Details (Instruction to Bidders) 8

TERMS AND CONDITIONS OF THE TENDER 10

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

TERMS & CONDITIONS OF THE DRAFT CONTRACT 22

27. Contract 26
28. Contract Documents and Information 26
29. Contract Language 26
30. Standards 26
31. Commercial Availability 26
32. Patent Right 27
33. Execution Schedule 27

34. Packing....27
35. Insurance....27
36. Labeling....27
37. Delivery....27
38. Installation and Implementation....28
39. Site Preparation....28
40. Power....28
41. Safety....28
42. Operation and Maintenance....29
43. Test Equipment and Tools....29
44. Spare Parts and Support....29
45. Inspection and Testing....29
46. Taking-Over Certificate....30
47. Warranty....30
48. Ownership of Goods and Replaced Components....30
49. Defects Liability Expiry Certificate....31
50. Payment....31
51. Price....32
52. Contract Amendment....32
53. Assignment / Subcontract....32
54. Extensions in time for performance of obligations under the Contract....33
55. Liquidated Damages....33
56. Blacklisting....33
57. Forfeiture of Performance Security....33
58. Termination for Default....34
59. Termination for Insolvency....34
60. Termination for Convenience....34
61. Force Majeure....34
62. Dispute Resolution....35
63. Statutes and Regulations....35
64. Taxes and Duties....35
65. Contract Cost....35
66. The Client....35
67. Authorized Representative....36
68. Waiver....36
69. Training....36
70. Documentation....36
71. Special Stipulations....38

Annexure-A: TECHNICAL EVALUATION CRITERIA 40
Annexure-B 42
Annexure-C 43
Annexure-D 44
Annexure-E 45
Annexure-F 46
Annexure-G 48
Annexure-H 49
Annexure-I 50
Annexure-J 51
Annexure-K 52

Important Note:

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

Applicability of Punjab Procurement Rules, 2009

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

1. Invitation to Bid

1.1 PPRA Rules to be followed

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

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

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

1.2 Mode of Advertisement(s)

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

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

1.3 Type of Open Competitive Bidding

As per Rule 36(b), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
v. The Purchaser shall evaluate the technical proposal in a manner prescribed in Section 7, 13, 20 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

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

2. Bidding Details (Instruction to Bidders)

PITB requires services for automation of Lahore High Court & District Courts. All bids must be accompanied by Tender Security (As per provisions on clause "Tender Security" of this document) in favor of **"Punjab Information Technology Board"**. The bids along with tender security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, Lahore on or before 1500 hrs no later than The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, on same date at 1600 hours.

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

The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause regarding **"Determination of Responsiveness of Bid"** and "**Rejection/Acceptance of the Bid",** for making their respective bids substantially responsive to the requirements of the Bidding Document.

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

Primary Contact Person:
Mr. Kashif Farooq
Program Manager
Email: kashif@pitb.gov.pk
11th Floor, Arfa Software Technology Park,
346-B, Ferozepur Road, Lahore, Pakistan.

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

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

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of

the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

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

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

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

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

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

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

3.4 "Client" means Lahore High Court, Lahore or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

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

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

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

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

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

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

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

3.12 "Day" means calendar day.

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

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

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

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

3.17 "Prescribed" means prescribed in the Tender Document.

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

3.19 "Origin" shall be considered to be the place where the Goods are produced or from where the

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

3.20 "Services" means the deliverables mentioned vide clause 6.3 of this document or any such obligations which the Contractor is required to provide to the Purchaser under the Contract.

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

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

3.23 "MRF" means Microsoft Reinvestment Funds.

4. Headings and Titles

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

5. Notice

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

5.1.1 in writing;

5.1.2 issued within reasonable time;

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

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

6. Scope of Work and Deliverables:

- Review of past IT projects and relevant reports (Judiciary and Law), if any
- Review of existing business processes and related rules of business/ law
- Review of user requirement and Functional Specification in perspective of national and international experience
- Preparation of revised Business Process Re-engineering (BPR) and get sign off from authorities
- Framing of new /modified court rules for automated case flow system
- Drafting and vetting of RFPs, IT related agreements, contracts and documents for IT project of LHC

6.1.1 **Review of Past IT Projects and Relevant Reports**

Existing IT team of Lahore High Court initiated many innovative services without any Business Process Re-engineering, therefore all these efforts should be reviewed and improvements may be required. These efforts are including case flow system, auto-marking of cases and availability of cause list on web. Many core components are missing in existing case flow system such as e-filing and archival of old record etc.

A project titled "Access to Justice[1] " executed during 2001-9 funded by the technical assistance loan of Asian Development Bank. Executing agency was Federal Ministry of Law, Justice and Human Rights. One component of this project was "Automation of Justice Sector Institutions". A consulting firm M/s Bearing Point Management and Technology Consultants submitted a report titled "Detailed Functional Requirements" on May, 2008 under the Access to Justice Program.
Review of system developed for Sindh High Court.

6.1.2 **Review of Existing Business Processes and related Rules of Business/ Law**
Review of business / court rules regarding the following key components

- Case Flow Management
- Monitoring of Lower Courts
- Inspection of Lower Courts
- Public Inquiry System and Website of Model Districts
- Complaints Monitoring System
- Preparation of Detailed Network Plan Documents, Establishment, Testing and
- Operationalization of IT Infrastructure

New business / court rules are required for electronic or online case filing. Many documents[2] are available on web media.

6.1.3 **Preparation of Revised Business Process Re-engineering (BPR)**
In Bearingpoint report, there is limited BPR available but still revision is required as per international standard. There are many implemented standards available for review and suitable functions related to case flow system and e-filing may be adopted after the careful review.

6.1.4 Framing of new /modified court rules for automated case flow system
Service provider will conduct a comparative study for the implemented court rules of few successful automated judiciaries of other countries. Then localize these common court rules and get sign off from concerned authorities. These new or modified court rules aim to regulate the smooth operations of case flow system and electronic filing.

6.1.5 Review of user requirement and Functional Specification in perspective of national and international experience
Bearingpoint report has some working on user requirement and specifications. Service provider has to review the document and modify these as per International experience. There are many standardized documents available for reference.

6.1.6 Drafting and vetting of IT related agreements and contracts
Outsourcing varies from simple procurement to public private partnership (BOO[3], BOOT[4], ASP[5], EFSP[6] etc). Service provider will select the optimum approach of outsourcing. For the

[1] http://pid.adb.org/pid/LoanView.htm?projNo=32023&seqNo=02&typeCd=3
[2] http://www.ncsc.org/Services-and-Experts/Technology-tools/Court-specific-standards.aspx
[3] BOO: Build Own and Operate
[4] BOOT: Build Own, Operate and Transfer
[5] ASP: Application Service Provider
[6] EFSP: Electronic Filing Service Provider

outsourcing of different components of judiciary automation, detailed RFPs[7] will be required. Service provider need supervise the whole outsourcing including the evaluation of the proposed solutions to finalize the selection of potential solution.

6.2 Roles and Responsibilities:

- LHC will provide the requirements, previous reports and domain knowledge.
- Timely payments to services provider linked with satisfactory completion of deliverables.
- PITB and LHC will review all deliverables submitted by the services provider in a timely fashion.
- The services provider shall be fully responsible for completion of his/her assignment in a timely manner with high quality of output to the satisfaction and sign off from LHC.

6.3 Deliverables & Schedule

Component Sr. No.	Component Description (Deliverables)	Component Deliverable Timelines (From start of Assignment)
1	Review of past projects and relevant reports (Judiciary and Law)	6 working days
2	• Required Business Process Re-engineering • Review of user requirement and Functional Specification in perspective of national and international experience • Feasibility of e-filing	60 working days
3	Mapping and evaluation of available software with respect to requirements	12 working days
4	Drafting and vetting of IT related agreements, contracts and documents and Evaluation of bids	20 working days
	TOTAL PROJECT DURATION	**(98) Workings Days**

6.4 Time Duration

Total time duration for these services is four man months[8].

7. Tender Eligibility

Non-compliance to any of below point will disqualify the bidder from quoting

7.1 Eligible Tenderer is a Tenderer who:

must have expert (s) having qualification

7.1.1 Master/PhD in IT, Management or Law related degrees from recognized university (If multiple

[7] RFP: Request for Proposal

[8] Man-month: A **man-month** is the amount of work performed by an average worker in one month

experts then at-least one individual from IT and one from law or judiciary background)

7.1.2 At least three years' experience required in automation of judiciary systems (Preferred)

7.1.3 Overall five years' experience required in ICT (Mandatory for at-least one individual)

7.1.4 Expertise in consultancy related to Software Engineering at enterprise level (Mandatory for at least one individual)

7.1.5 Expertise in technical documents for software development (Mandatory for at least one individual)

7.1.6 Preferably foreign experience in judiciary automation including case flow management system (Preferred)

7.2 How many above mentioned experts available in the service provider organization?

7.3 has been established for at least 3 years with proven experience in conducting/carrying out the similar services mentioned in this tender document.

7.4 Audited Financial Statements of last 3 years.

7.5 Verifiable proof for all the above shall be mandatory.

8. Tender Cost

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

9. Joint Venture/Consortium

Joint venture or partnership firms are not eligible for this tender. Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate.

10. Examination of the Tender Document

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

11. Clarification of the Tender Document

The prospective bidders may solicit clarification of the Tender Document, within 05 working days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

12. Amendment of the Tender Document

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

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

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

13. Preparation / Submission of Tender

13.1 The Tenderer is only allowed to bid complete tender.

13.2 The Tenderer is not allowed to bid for partial scope.

13.3 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.

13.4 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.

13.5 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.

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

13.7 Technical Proposal Form (Annexure-B)

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

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

13.7.3 Evidence of eligibility of the Tenderer and the experts

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

13.7.5 Technical Brochures / Literature

13.7.6 The Contractor's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status.

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

13.7.8 Financial Capacity as per Annexure-K

13.7.9 Valid Registration Certificate for Income Tax & Sales Tax

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

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

13.8 The Financial Proposal shall comprise the following:

13.8.1 Financial Proposal Form (Annexure-C)

13.8.2 Price Schedule (Annexure-D)

13.8.3 Tender Security **(As per provisions of the clause Tender Security of this document)** (Annexure- I)

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

Original Technical Tender for

Tender Name. [Number of Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

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

Duplicate Technical Proposal for
Tender Name. [Name of Tender]

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

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

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

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

Original Tender for
Tender Name. [Name of Tender]

Strictly Confidential
Open on [Last Date of submission of the Tender]

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

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

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

Duplicate Tender for
Tender Name. [Name of Tender]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

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

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

13.16 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer. Noncompliance with the same will cause the rejection of bid at the time of opening.

14. Tender Price

14.1 The quoted price shall be:

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

14.1.2 in Pak Rupees;

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

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

14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

15. Tender Security (Earnest Money)

15.1 The Tenderer shall submit the Tender Security (Earnest Money) as under:

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

15.2.1 if Total Tender Price is less than or equal to PKR 100.00 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.2.2 if the Total Tender Price is more than PKR 100.00 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;

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

15.2.4 denominated in Pak Rupees;

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

15.3 The Tender Security (Earnest Money) shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

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

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

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

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

16. Tender Validity

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

17. Modification / Withdrawal of the Tender

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

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

18. Opening of the Tender

18.1 Tenders shall be opened, at PITB head office at given time and date, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation.

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

18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

19. Clarification of the Tender

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

20. Determination of Responsiveness of the Bid (Tender)

20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

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

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

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

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

20.1.5 is accompanied by the required Tender Security as part of financial bid envelope;

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

20.1.7 is otherwise complete and generally in order;

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

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

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

21. Correction of errors / Amendment of Tender

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

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

21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

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

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

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

21.4 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.

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

22. Rejection / Acceptance of the Tender

22.1 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.

22.2 The Tender shall be rejected if it is:

22.2.1 substantially non-responsive; or

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

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

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

22.2.5 the Tenderer submits more than one Tenders; or

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

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

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

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

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

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

23. Award Criteria

23.1. At first step eligible tenderer fulfilling mandatory requirements and qualification criteria will stand qualified technically.

23.2. At second step technically qualified & eligible successful tenderer will be evaluated & selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in previous step.

24. Acceptance Letter (Letter of Intent)

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the validity period of the Tender, which shall be a formal purchase order and constitute a contract, until execution of the formal Contract. However, the Purchaser reserves exclusive rights to cancel the letter of Intent at any time, without giving any reason thereof.

25. Performance Security

25.1 The successful Tenderer shall furnish Performance Security as under:

25.2 within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;

25.2.1 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan or allowed to carry out financial transaction in Pakistan, as per the format provided in the Tender Document;

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

25.2.3 denominated in Pak Rupees;

25.2.4 have a minimum validity period until the date of termination of services, or fulfillment of all obligations under the contract, whichever is later.

25.2.5 The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

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

26. Redressal of grievances by the procuring agency

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

26.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report under rule 35 of PPRA rules 2009.

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

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

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

Contract for

SERVICES REQUIRED UNDER AUTOMATION OF LAHORE HIGH COURT & DISTRICT COURTS

between

Punjab Information Technology Board (PITB)

and

[name of Contractor]

Dated:

TABLE OF CONTENTS

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

67. Waiver
68. Training
69. Documentation
III. Technical Specifications

I. Agreement

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

and

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

RECITALS

WHEREAS,

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

(b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and

(c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

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

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

   a. The Tender Document
   b. Bidder's Proposal
   c. Terms and Conditions of the Contract
   d. Special Stipulations
   e. The Technical Specifications

f. Tender Form
g. Price Schedule
h. Affidavit(s)
i. Authorized Dealership / Agency Certificate
j. Performance Security
k. Service Level Agreement (SLA) (if required)
l. Non-Disclosure Agreement (if required)
m. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

II General Conditions of Contract

27. Contract

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

28. Contract Documents and Information

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

29. Contract Language

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

30. Standards

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

31. Commercial Availability

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

32. Patent Right

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

33. Execution Schedule

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

34. Packing

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

35. Insurance

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

36. Labeling

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

37. Delivery

37.1 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 (if any) at prescribed location in Punjab, as specified by the Purchaser at the time of delivery.

37.2 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.

37.3 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.

37.4 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.

38. Installation and Implementation

38.1 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.

38.2 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.

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

38.4 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.

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

38.6 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.

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

39. Site Preparation

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

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

40. Power

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

41. Safety

41.1 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.

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

41.3 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.

42. Operation and Maintenance

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

43. Test Equipment and Tools

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

44. Spare Parts and Support

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

44.2 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.

44.3 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.

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

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

44.6 The Contractor shall also identify and provide the following:

44.6.1 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;

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

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

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

45. Inspection and Testing

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

45.2 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.

45.3 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.

45.4 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.

45.5 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.

46. Taking-Over Certificate

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

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

46.3 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.

47. Warranty / Support

47.1 The Contractor shall warrant/Support to the Purchaser that the Services supplied by the Contractor, under the Contract are genuine, un-altered in any way, of the most recent and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

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

47.3 The Contractor shall provide support (if applicable) for minimum Six Months (hereinafter referred as Warranty/Support 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:

47.4 The Warranty/Support Period shall start from the date of successful completion of all the project deliverables.

47.5 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/support.

47.6 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.

47.7 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 (if any).

48. Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be

replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

49. Defects Liability Expiry Certificate

49.1 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.

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

50. Payment

50.1 Payments will be made through MRF (Microsoft Reinvestment Funds) as per listed below payment schedule. Advance payment shall not be made. 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.

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

50.3 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) 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 Pak Rupees, through MRF after issuance of satisfactory certificate by the technical team of PITB.

50.4 Payments shall be made on actual basis as per listed below payment schedule, after completion of deliverables as per this tender document upon issuance of satisfactory certificate by the client and the purchaser:

Payment Schedule:

Component Sr. No.	Component Description (Deliverables)x	Component Payment
1	Review of past projects and relevant reports (Judiciary and Law)	100% payment against quoted cost for component (1) after completion of the same & legal codal formalities as per this document or subsequent formal contract.

2	• Required Business Process Re-engineering • Review of user requirement and Functional Specification in perspective of national and international experience • Feasibility of e-filing	100% payment against quoted cost for component (2) after completion of the same & legal codal formalities as per this document or subsequent formal contract.
3	Mapping and evaluation of available software with respect to requirements	100% payment against quoted cost for component (3) after completion of the same & legal codal formalities as per this document or subsequent formal contract.
4	Drafting and vetting of IT related agreements, contracts and documents and Evaluation of bids	100% payment against quoted cost for component (4) after completion of the same & legal codal formalities as per this document or subsequent formal contract.

51. Price

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

52. Contract Amendment

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

52.2 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.

52.3 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.

52.4 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.

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

53. Assignment / Subcontract

53.1 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.

53.2 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.

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

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

55. Liquidated Damages

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

56. Blacklisting

56.1 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.

56.2 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.

57. Forfeiture of Performance Security

57.1. The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

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

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

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

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

57.2. 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.

57.3. Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

58. Termination for Default

58.1 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.

58.2 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.

59. Termination for Insolvency

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

60. Termination for Convenience

60.1 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.

60.2 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:

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

60.2.2 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.

61. Force Majeure

61.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Purchaser.

61.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security,

blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

61.3 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.

62. Dispute Resolution

62.1 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.

62.2 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.

63. Statutes and Regulations

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

63.2 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.

63.3 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.

64. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

65. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder will provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

66. The Client

66.1 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.

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

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

67. Authorized Representative

67.1 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.

67.2 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.

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

67.4 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.

67.5 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.

67.6 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.

68. Waiver

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

69. Training

69.1 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.

69.2 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.

70. Documentation

The Contractor shall furnish the user documentation, the operation manuals/service manuals for each appropriate unit of the supplied Services 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 (if any).

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**	For **[full legal name of the Contractor]:**
Signature	Signature
Name	Name
Witnessed By:	Witnessed By:

WITNESSES

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

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

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

71. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Tender Security (Earnest Money)	The Contractor shall furnish the Tender Security as under: for the whole Tender; if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document; for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees; 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 fourteen (14) 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; for a sum equivalent to 10% of the contract value; denominated in Pak Rupees; 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. In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Intent and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

Start of Operations & Deployment	Immediately from the issuance of acceptance letter (LOI).
Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor	Liquidated damages shall be levied @ 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.

Annexure-A: TECHNICAL EVALUATION CRITERIA

PASS MARKS: Any bidder not meeting the 70% pass mark will be rejected in Technical Valuation, and its Financial Proposal will be returned to it unopened. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

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

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% (including any above 70%) would stand qualified for opening of their Financial Proposals irrespective of marks obtained in Technical Proposal.

Services Required under LHC Automation							
			Evaluation			Marks	
			A = 25	B = 20	C = 15		Answer - Comment/Description
Sr. No.	Requirement	Requirement - Comment/Description	X	X	X		
	Feature List						
	Company Profile		Max 100				
Legal (Mandatory)	Certificate of Registration	Mandatory					
	Income & Sales Tax Registration	Mandatory					
	Undertaking that the firm is not blacklisted and involved in litigation with Government	Mandatory					
2	Number of experts fulfilling academic qualification mentioned vide clauses 7.1.1-7.1.6 of this document	If =3, then 'A' If =2, then 'B' If =1, then 'C'					
Services Required under LHC Automation							
			Evaluation			Marks	

			A = 25	B = 20	C = 15		Answer - Comment/Description
Sr. No.	Requirement	Requirement - Comment/Description	X	X	X		
	Feature List						
	Company Profile		Max 100				
3	Business Process Re-engineering for case flow application	Similar local projects if ≥ 5 then A, ≥3 then B, ≥2 then C Similar International project ≥4 then A, ≥2 then B, ≥1 then C					
4	Court rules framing experience for IT intervention	Similar local projects ≥ 3 then A, ≥2 then B, ≥1 then C Similar International project ≥2 then A, ≥1 then B					
5	Technical Services provided for court & Law organization automation	Similar local projects ≥ 5 then A, ≥3 then B, ≥2 then C Similar International project ≥ 3 then A, ≥2 then B, ≥1 then C					
	TOTAL MARKS OBTAINED						

Annexure-B

Technical Proposal Submission Form

[Location, Date]

To

(Name and address of Client / Purchaser)_

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To (Name and address of Client / Purchaser)_

Dear Sir,

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

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

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

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

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

Annexure-D

Price Table/ Financial Cost Sheet

Component Sr. No.	Component Description (Deliverables)	Component Total Price (excluding taxes)	Total Taxes	Component Total Price (including all taxes)
1	Review of past projects and relevant reports (Judiciary and Law)			
2	• Required Business Process Re-engineering • Review of user requirement and Functional Specification in perspective of national and international experience • Feasibility of e-filing			
3	Mapping and evaluation of available software with respect to requirements			
4	Drafting and vetting of IT related agreements, contracts and documents and Evaluation of bids			
			Grand Total (Total Bid Price)	**X**

It is mandatory to quote for all items mentioned vide above price table/financial cost sheet and non-compliance of the same will cause rejection of bid.

X will determine the total bid price

Total Cost (in words) Rs. _____

Date _____

Place _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of

Dully authority by

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

Annexure-E
Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____.

Dear Sir,

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

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

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

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

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

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

g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

_____

Authorized Signatures with Official Seal

Annexure-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

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

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

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

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

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Annexure-G

UNDERTAKING

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

Dated this _____ day of _____ 20__

Signature

(Company Seal)

_____

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure-H

AFFIDAVIT

Integrity Pact

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

_____
Signature & Stamp

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

_____ Notary Public

Annexure-I

TENDER SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name/. _____ (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

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

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

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

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

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

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

Date this _____day of 2012.

GUARANTOR

Signature _____

CNIC #_____

Name _____

Designation _____

Address _____

Annexure-J

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: One Month after the above mentioned Date of Expiry of 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 Name/ No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

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

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

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

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

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

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

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

Date this _____day of 2012.

GUARANTOR

Signature _____

CNIC #_____

Name _____

Designation _____ Address _____

Annexure-K

Financial Capacity of the Bidder

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

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

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

Litigation and Arbitration During Last three (3) Years

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

_____

Authorized Signatures with Official Seal