Daily Sama

7th March, 2015

Page # 6

Punjab Information Technology Board (PITB)

ADDENDUM

(Change in Bid Submission Date)

Provisioning of Services for Enterprise Data Warehousing, Big Data Analytics and Business Intelligence

1. Punjab Information Technology Board (PITB) invited the bids for "Provisioning of Services for Enterprise Data Warehousing, Big Data Analytics and Business Intelligence" vide advertisements in daily "The Express Tribune" dated 13th February, 2015 and daily "Nawa-i-Waqt" dated 15th February, 2015 vide IPL No. 1597.
2. The bids submission date has been changed from 7th March, 2015 to 24th March, 2015. It is mentioned that no change has been made in contents of tender document. For details download said Tender Document from following websites **www.pitb.gov.pk**, and **www.ppra.punjab.gov.pk**
3. Other terms and conditions given under above mentioned original tender advertisement shall remain the same.

JOINT DIRECTOR (Development & Procurement)
Punjab Information Technology Board
Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.
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Web: www.pitb.gov.pk

IPL-2614

Tender Document

Tender No. 121022015-1

Provisioning of Services for Enterprise Data Warehousing, Big Data Analytics and Business Intelligence

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Punjab Information Technology Board (PITB)

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

346-B, Ferozepur Road, Lahore, Pakistan

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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.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, 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, 2014 will be strictly followed. These may be obtained from PPRA's website.

http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20ammended%20upto%2011.03.2014.pdf

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12 (1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), 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 collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of Rs. 2,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid; elsewise the bid will stand rejected.

1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

(iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

(vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(viii) the lowest evaluated bidder shall be awarded the contract.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of **"Punjab Information Technology Board"**. The complete bids as per required under this tender document must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, not later than 1500 hours on last date of submission of bids i.e. **7th March, 2015,** late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on**, 7th March, 2015**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser till **26th February, 2015**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB may host a Pre-bid session 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 shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **"Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender"** for making their bids substantially responsive to the requirements of the Bidding Document.

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

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

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

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

Primary Contact

Faisal Yousaf
Director General (I.T Operations)
Email: faisal@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Secondary Contacts

Yasir Farid Malik
Joint Director (I.T Operations)
Email: yasir@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, contact number (landline, mobile), 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.

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

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

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

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

3.3 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

3.4 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

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

3.6 "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.

3.7 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.

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

3.9 "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 Services in question.

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

3.11 "Day" means calendar day.

3.12 "Defects Liability Period" means the period following the start of services, during which the Contractor is responsible for making good, any flaws in Services provided under the Contract.

3.13 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances 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.

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

3.15 "Prescribed" means prescribed in the Tender Document.

3.16 "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.

3.17 "Services" means the services provided / required under the clause (6).

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

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

3.20 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

4. Headings and Titles

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

5. Notice

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

5.1.1 in writing;

5.1.2 issued within reasonable time;

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

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

6. Tender Scope:

6.1 Project Scope and Location.

Punjab Information Technology Board (PITB) intends to procure Business Intelligence, Predictive Analytics, Data Warehousing services and a comprehensive hardware and software infrastructure for its reporting, ad-hoc analytics, predictive intelligence and big data analytics requirements from leading organizations/vendors providing such solutions globally. The solution would be used to bring efficiency and informed decision making capabilities to various initiatives of PITB including but not limited to health, crime analytics, disease control, citizens sentiments analysis, tax analytics, education etc. PITB requires bidders to propose managed services to manage and cater to all the requirements of the PITB related to the business intelligence and data analytics. As part of this managed services the selected vendor/service-provider will be responsible for providing and managing the entire solution including the Platform, Extraction, Transformation and Loading Scripts, Metadata, Semantic Layer, Data Storage, Discovery Analytics and Business Intelligence Applications. The bidders are required to propose their managed services for the above for at least one year. However, due to the confidentiality of the data and intellectual property of PITB, the ownership of the entire solution would lie with PITB. Bidders should articulate how they will ensure the security and protection of confidential information and at the same time highlight any prior experience which they may have of managing sensitive data with government organizations both globally and in Pakistan.

6.2 Proposed System.

High level solution components required by the PITB are given below:

1. Enterprise Data Warehouse Platform
2. Enterprise Big Data Storage, Exploration, Analytics and Discovery Platform
3. Customized Logical Data Model for integrated data that's fits for Government Industry
4. Data Visualization and Exploration tool
5. Managed Services for implementation and management of the solution
6. Data Scientist and Experts Consulting

7. Extraction, Transformation and Loading utilities and tools
8. Centralized Data Management

6.3 **Solution Scoping Parameters.**

Bidders would be requiring some estimates around existing data source systems, sizing parameters and expected growth in data, users and applications.

Based on the scoping parameters and sizing requirements defined in this section of this RFP, Bidders will be required to size their solution.

Below table provides the estimations that will help bidders to propose the right sized solution to PITB.

Data Source	Estimated Data Size
Telecommunication and other Data Sources	200 TB
Unstructured Data Source	12 TB
Existing Data Warehouse Data: 1) Motor Vehicle Registration System 2) Driving License Data 3) Transport Department Data 4) Land Records 5) Others	1 TB
Other Structured Data	6 TB

6.4 **Location of the Project.**

Solution and all Services are required to be deployed and delivered onsite in Lahore but the deployed solution will have to be accessible through secure channels to the relevant users of the solution which might be located anywhere in Pakistan.

6.5 **Data Sources Specifications**:

The data sources to be provided by PITB for this ongoing project would include the following:

- Loadable flat files
- Relational Database Management Systems
- Excel Sheets
- Other unstructured data formats
- Text Data
- Documents (Word, Emails etc.)

Bidders should articulate their experience of working with and managing all the potential data sources listed above.

6.6 **Retention of Existing Analytical Reports, Data Model, ETL and other Data Warehouse Assets of PITB:**

PITB already has a data warehouse which consists of following data source systems already sourced and integrated. BI reports and analyses are already developed in these source systems. Therefore, all the bidders are required to ensure that the proposed solution including hardware,

software and services should be able to cater for/run/integrate with the existing sourced data and analytics. Following source systems and analytics need to be made available:

- Motor Vehicle Registration System (MVRS)
- Driving License System (DL)
- Transport System
- Land Records Management Information System (LRMIS)
- Excise and Taxation System

6.7 Vendor's Capabilities, Responsibilities and Requirements:

Selected vendor will be responsible for:

- Only Principal Vendors/Solution Providers are invited to respond to this RFP. Any Business Partners and/or solution resellers are not allowed to submit the responses on behalf of the principal solution provider.
- Local presence of the bidders is required in Pakistan.
- Providing a comprehensive data architecture that is engineered, configured and delivered ready to run so that PITB can quickly run iterative analytics against a broad, deep set of data using SQL and non-SQL languages to turn previously invisible opportunities into actionable insights, making smarter business decisions based on deep and relevant insights. The architecture should cater to the "ALL DATA" needs of the PITB which includes structured, unstructured and multi structured data.
- Providing the solution that is not focused on only one type of requirement. Instead the solution should be flexible and capable enough to integrate cross functional and cross departmental, unstructured, semi structured and structured data.
- Enabling data discovery through iterative analytics against both multi-structured data as well as structured data. Pre-packaged analytics should be made available that can allow PITB to quickly start their data-driven discovery. The proposed solution should not only be able to address PITB's existing business objectives but also be flexible enough to cater for any future business requirements.
- Providing a cost effective architecture with adequate performance meeting the use cases requirements of PITB. The architecture should have specialized components pertaining to the different storage and analytical needs of the structured and unstructured data.
- Providing managed services for at least One (1) year whereby the vendor will be responsible to provide skilled and specialized resources to PITB for providing services in different roles including:
    - DBA/Solution Architect/Service Manager/Data Scientist/Big Data Specialist
    - ETL Team Lead/BI Team Lead/Data Modeler
    - ETL Developer
    - BI Developer

  These services would be in addition to any services that may be required for integration with PITB's existing data warehouse solution as mentioned in section 6.6 above. All vendors are required to quote for any services/implementation costs for integration of existing data warehouse solution separately.

- Deploying managed services resources on site in above mentioned roles that are full time employees of the principal solution provider and have at least one year of experience with the selected vendor in the specific role for which he/she is nominated.
- Having a strong pool of relevant resources to ensure that uninterrupted services are provided by the selected vendor to PITB. All bidders should clearly articulate how they will ensure uninterrupted services for PITB and at the same time share sample profiles of their team. PITB would have the right to interview nominated candidates and accept or reject nominations as they deem appropriate.
- Having pool of resources available in Pakistan/Lahore, where the PITB head office is located.
- Providing the architecture with industry-leading performance and scalability via optimized hardware and software configuration. Providing truly enterprise-ready software and hardware management for the entire system.
- Providing Data Discovery Portfolio capabilities that allow the entire discovery process (data acquisition, data preparation, data analysis, and data visualization)
- Advanced native visualization capabilities that complement BI visual integrations to provide novel ways of looking at key use case insights.
- Enabling easy and timely access of critical data via ad-hoc querying, reporting and analytic capabilities.
- Delivering a foundation for proactive information gathering and intelligence building process
- Consolidating criminal identities to truly understand them
- Enabling the integration of existing incident and persons data
- Analyzing unstructured data to identify names and other critical information
- Returning high quality search results using a variety of linguistic analysis, text/grammar annotation and search-ranking techniques.
- Addressing growing need to deliver holistic and reliable intelligence to counter terrorism and ensure a safe city environment.
- Ensuring that the design proposed should keep the enterprise architecture in mind to minimize data duplication costs and ensure data integrity. The same copy of the data should be maintained on “load once use many times” basis and should allow to be integrated with the overall enterprise architecture of the organization on the basis of real time.
- Using the existing implementation assets of PITB’s data warehouse.
- Both Hardware and Software will be provided and maintained by the vendor as part of the managed services.
- Provide support and maintenance services onsite with high service levels. Bidders should describe their support mechanism and process and how they will ensure minimum down time due to any hardware / software related issues.
- Implementing and managing initial load as well as incremental load of the data.
- Doing the detailed “requirements analysis” of PITB’s analytical requirements on ongoing basis
- Doing the GAP analysis of the data and requirements.
- Act as consultants and be able to propose effective use cases based on available and other data sets that can help PITB in their initiatives.

- Designing and implementing the Enterprise Logical Data Model that suits the government industry and is entirely customized based on the needs of PITB.
- Doing the data mapping of the source systems to the target data model of the PITB's Enterprise data Warehouse.
- Designing, Implementing and Managing the Extraction, Transformation and Loading Assets
- Designing, Implementing and Managing the Physical and Logical Schemas of the entire solution
- Designing, Implementing and Managing the entire BI applications including semantic layer, aggregates, supporting views, BI tool's schema, Metadata and front end reports, dashboards, alerts etc.
- Maintaining the database structures, space, users, purge jobs and alerts associated with the solution environment. Maintaining means to add, delete, or modify database structures as required. The operations will involve the monitoring of alerts, queries, locking logger, access locks and database performance
- Monitoring the status of production Data Integration processes for successful completion.
- Administering security roles and role entitlements to manage user access control (role membership assignment) to the data to be stored and processed on the platform.

6.8 Required Solution Architecture

PITB requires centralized data and information architecture for the implementation of this solution. Bidders are requested to provide detailed solution architecture in their response to this RFP. Below are the architectural requirements that PITB requires from the bidders.

- **Architectural Requirements:**
  - Solution should be able to provide analyses on all types of data (Big Data, Structured, Unstructured, Multi Structured etc.) coming in from various and complex data systems. The insights provided should be based on cross functional data integration and NOT just focused on one set of data.
  - The solution should be easily used by the SQL-savvy analysts and data scientist of PITB for fastest time to value, easy iterations and speed of analysis.
  - The solution provided by the vendor should have a comprehensive Big Data and Information Discovery platform that is strongly integrated with the enterprise data warehouse. A truly hybrid architecture for a complete big analytics solution is required by PITB.
  - Since the data sources would be hybrid, complex and will carry lot of variety, the bidders should provide a solution that caters to all these needs and enables the integration of the big data platform, data warehousing platform and data discovery platform. In case the bidder is proposing Hadoop based solution for Big Data, there should be robust tools for system management, data access, and one-stop support for all the products.
  - The solution should have prepackaged analytics for data driven discovery, synergistic multi genre analytics including path/pattern, statistical, text, segmentation and graph analysis. These prepackaged analytics should cover all phases of data discovery from data acquisition, data preparation, analytics to visualization.
  - The exploratory or discovery analytics solution should have relational data storage capabilities to ensure proper data modeling is done and better performance and flexibility is made available.

- PITB understands that the core technologies by themselves are not enough; they have to work together to provide business value. Vendors should bring their relevant portfolio of robust products and services to help PITB get the highest value from analytics, making data access transparent for users and simplifying data movement and systems management for administrators.
- Since the architecture would consist of multiple platforms working together, PITB wants a sophisticated common management system/console for enabling the data architecture administration team to perform the user management, data management, components management and hardware components management.
- The proposed architecture should create an integrated, simple data environment for large and growing volumes of data – both the mission critical data to run ongoing Government Operations, as well as, the new big data to discover new insights.
- PITB requires world's leading analytic platforms with workload management capabilities and multi-system management software backed by the most data-experienced industry, technical, and support services consultants who are continually creating the standards for best practices.
- Solution should have GUI and web-based management tools targeted toward IT professionals & based upon automatic self-management.
- Cross – Platform queries should be possible across the systems provided
- Using the unified SQL interface, analysts and data scientists should be able to invoke and combine various types of analytics (graph, path/pattern, text, SQL and statistical predictive analysis) in a single SQL statement
- The solution should have OOTB functionality for Text Mining and SNA
- The solution should be able to support all leading BI and ETL tools
- The solution should have robust compression capabilities
- The solution components (HW and SW) should be supported by a single vendor
- The proposed solution should provide investment protection to PITB for future expansion needs. Vendors are required to articulate how their proposed solution provides PITB with future investment protection.
- The ability of both structured and unstructured data reporting and analysis through a dedicated hardware platform.
- Consolidation of multiple BI environments in a single hardware/software home for ease of maintenance and deployment
- Allow administrators to proactively track any hardware alerts through the always-on integrated tool.
- Provide tracking of all usage parameters, queries, dashboard usage etc to derive hot data segments.
- Provides BI modelers; the capability to validate data models against best practices.
- The ability to deploy reports in different channels (Web, Mobile, MS-Office, Third party applications) without compromising performance. BI Mobile is pre-tuned for delivering optimal performance for content on all the mobile/ handheld devices platform.

6.9 **Deliverables:**

PITB expects the best practices to be followed by the vendors in providing such services ensuring that all the recommended deliverables are delivered professionally and timely in every phase of the project. Following is the list of deliverables that would be required before and during the implementation and after the completion of these services:

- Application Requirements Document
- Information Sourcing Document
- Extract Specification
- Solution Architecture Document
- ETL Architecture Document
- Logical Data Model (LDM)
- Physical Data Model (PDM)
- Source Matrix (SMX)
- Report Matrix (RMX)
- BI Reports, Analysis, Dashboards and Alerts
- Quality Assurance Plan and Test Plans
- UAT Document
- Big Data Discovery Services Document

6.10 Bidder's Implementation Methodology

All the bidders are requested to provide the detailed overview of their data analytics solution implementation methodology.

The approach to data analytics relies on integrated processes, customized tools, and quantifiable metrics that demonstrate quality and value during each phase of the data analytics lifecycle. All the bidders should share these details to give confidence to PITB that this data analytics project will come in on time and on budget, and confidence that it will support our uninterrupted operations. This methodology should be used to synchronize all the components of this data analytics project. Strategy definition, database design, analytical applications, end-user training, and other key processes should be managed as part of your implementation methodology.

6.11 Bidder's Expertise and Skill Set

Bidders are requested to share the curriculum vitae and profiles of their resources who would be potentially involved in the implementation of these services for the PITB. All the below mentioned resources must have relevant experience of working with the implementation of the similar solutions. Since business analytics is a very specialized field so PITB requests the expertise to be shared for all the specialized areas mentioned below.

Sr. #	Domain
1	ETL Developers
2	ETL Designers
3	Logical and Physical Data Modelers
4	Semantic Layer Modelers
5	Data Miners
6	BI Semantic Layer Developers
7	BI Designers
8	BI Developers
9	Solution Architects

10	Quality Assurance Engineers
11	Project Managers
12	Program Managers
13	Big Data Consultants
14	Data Scientist

6.12 Contract Duration

The Contract duration is initially for one (1) year starting from the date of issuance of Letter of Acceptance (LOA) and extendable up to next one (1) year, based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser.

6.13 PITB's Responsibilities

- The data center facility to host the entire solution provided by the vendor will be provided and managed by PITB
- The data sources will be provided by PITB
- The quality of the data sources will be the responsibility of PITB however the bidders would be responsible for clearly identifying data quality related issues through a standard process.
- The requirements analysis sessions with the business users will be arranged and managed by PITB
- Required working space and necessary facilities for the implementations consultants will be provided by PITB
- All the required documents detailing the source data applications and data bases including the metadata and data dictionaries will be provided by PITB
- The networking facilities to ensure successful ETL from different platforms and servers would be ensured and provided by PITB
- All the provided source data should be in loadable format
- All the user acceptance testing (UAT) sessions will be arranged by PITB
- All applicable business rules on data sources and reporting/analytical requirements

7 Tender Eligibility / Qualification Criteria

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

7.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last five (5) years as on;

7.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

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

7.4 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory);

7.5 has been established for at least five (5) years with proven experience in conducting/carrying out the similar business / services mentioned in this tender document under Clause 6;

7.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;

7.7 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.8 Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.

a. Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
b. Origin" shall be considered to be the place from which the Services are provided.

NOTE: Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process.

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 / consortium are not eligible for this tender.

10 Examination of the Tender Document

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

11 Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e.g. e-mail & letter) 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.

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 as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13 Preparation / Submission of Tender

13.1 The tenderer must bid for the complete tender.

13.2 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.

13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

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

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

13.6 Technical Proposal Form (**Annexure-A**)

13.6.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-F&G**)

13.6.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-D**)

13.6.3 Evidence of eligibility of the Tenderer and the Services.

13.6.4 Evidence of conformity of the Services to the Tender Document

13.6.5 List of firm's major international and national clientele

13.6.6 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan

13.6.7 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

13.6.8 The Contractor's financial capacity to mobilize and sustain the Supply of Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (03) years, supported by audit letters, 2) certified financial statements for the last three (03) years, supported by tax returns duly signed and stamped by authorized representative.

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

13.6.10 Financial Capacity as per (**Annexure-J)**.

13.6.11 Valid Registration Certificate for Income Tax & Sales Tax

13.6.12 Income Tax & Sales Tax Returns for the last three (3) tax years

13.6.13 Power of Attorney, if an authorized representative is appointed (**Annexure-E**)

13.7 The Financial Proposal shall comprise the following:

13.7.1 Financial Proposal Form (**Annexure-B**)

13.7.2 Price Schedule (**Annexure-C**)

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

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

Original Technical Tender for

Tender Name: [Name of Tender]

Tender No. **121022015-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

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

Duplicate Technical Proposal for
Tender Name: [Name of Tender]
Tender No. **121022015-1**

[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 follow the same process for the Financial Tender.

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

Original Tender for
Tender Name: [Name of Tender]
Tender No. **121022015-1**
Strictly Confidential

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

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

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

Duplicate Tender for
Tender Name: [Name of Tender]
Tender No. **121022015-1**
Strictly Confidential

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

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

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

13.14 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 1500 hours on last date of submission of bids. No late bid shall be accepted.

13.15 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.

14 Tender Price

14.1 The quoted price shall be:

14.1.1 in Pak Rupees;

14.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;

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

14.1.4 including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).

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 be free of charge, and no separate payment shall be made for that item(s).

14.4 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

15 Bid Security (Earnest Money)

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

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

15.1.2 denominated in Pak Rupees;

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

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

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

15.1.6 have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

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

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

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

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

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

16 Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17 Modification / Withdrawal of the Tender

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

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

18 Opening of the Tender

18.1 Tenders (Technical Bids) shall be opened at 1600 hours on the last date of submission of bids i.e. **7th March, 2015**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

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.

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 sole discretion of the purchaser

20 Determination of Responsiveness of the Bid (Tender)

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

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

20.1.2 meets the Technical Specifications for the Services;

20.1.3 meets the delivery period / point for the Services;

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

20.1.5 offers fixed price quotations for the Services;

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

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

20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

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

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services 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.

21 Correction of errors / Amendment of Tender

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

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

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

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

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

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

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

22 TECHNICAL EVALUATION CRITERIA

The bids will be evaluated in two steps. The first step would ensure that mandatory requirements are met as listed below. In the second step financial proposals of only those firms which meet the requirements will be evaluated.

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

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

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

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.
The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

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

The technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria

Sr. No.	Mandatory Requirements	
1.	Firm must be a principal vendor and solution provider. Business Partners are not allowed to bid for this solution.	
2.	Firm must be registered and working in Pakistan	
3.	Firm must be having valid NTN certificate with registered office in Pakistan	
4.	Firm should not have been blacklisted or involved in litigation in past or account of delivering tempered / low quality equipment or failure to deliver to any of its customer in public or private sector.	
5.	Financial turn over in last 12-months should not be less than PKR 10-Million or PKR 15- Million cumulative in last 3 years for similar assignments (data analytics). Provide documented verifiable proof.	
6.	Should have undertaken a project of similar nature in last 3 years in public / private sector. Provide documented verifiable proof.	
7.	Firm must have five (5) customers (at-least one (01) in telecommunication sector) using its Enterprise Data Warehousing and Analytics Solution locally or globally.	
8.	All the solution and architecture requirements listed in the RFP must be fully compliant in the solution being proposed by the vendor	
Sr. No.	**Scoring Criterion**	**Marks**
1.	Firm's relevant Government Customer References in Pakistan for a data warehouse/data analytics solution, ten (10) marks for each experience.	20
2.	Firm has Predictive Analytics customer implementation experience both locally and globally, five (5) marks for each experience separately in each category.	20
3.	Firm has relevant solution implementation experience in banking sector in Pakistan or globally. Ten (10) marks for each project.	20
4.	Firm's technical resources specialized in relevant domain. One (01) mark for each resource	10

5.	The Logical Data Model deployed in any organization in Pakistan or globally. Five (10) marks for project.	20
6.	The solution would have the capability to allow a single query to access multiple/all platforms in the ecosystem	10
Total Marks		100
Qualification Marks		70

Note: Documentary proof for all above mandatory requirement is must. The bids will be evaluated technically on the basis of above mentioned criteria. Non-conformity with any or all mandatory requirements would result in technical disqualification of the bid.

23 FINANCIAL PROPOSAL EVALUATION

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

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

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

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

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

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

24 Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to decrease the quantity of any or all item(s)/Services without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement

Rules, 2014).

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or

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

24.2.3 incomplete, partial, conditional, alternative, late; or

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

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

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

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

24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);

24.2.11 the tenderer has been blacklisted by any public or private sector organization;

24.2.12 the Tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

24.2.13 the Tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

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

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

24.2.16 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

25 Award Criteria

25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

26 Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

27 Performance Security

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

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

27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;

27.1.3 for a sum equivalent to 10% of the contract value;
27.1.4 denominated in Pak Rupees;
27.1.5 have a minimum validity period until the date of expiry of support period or termination of services, or fulfilment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
27.2.1 If the Contractor commits a default under the Contract;
27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
27.2.3 If the Contractor violates any of the terms and conditions of the Contract.

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

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

28 Redressal of grievances by the procuring agency

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

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

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

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

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

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

Dated:

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III. Technical Specifications

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 "the 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 Services 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 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 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)

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

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

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

WITNESSES

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

II. General Conditions of Draft Contract

31. Contract

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

32. Contract Duration

The Contract duration is initially for one (1) year starting from the date of issuance of Letter of Acceptance (LOA) and extendable up to next one (1) year, based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser.

33. 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.

34. 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.

35. Standards

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

36. Commercial Availability

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that similar Services shall have been rendered / delivered under two separate contracts by the service provider locally.

37. 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 Service or any part thereof.

38. Execution Schedule

The Contractor shall start delivery of services within six (06) weeks from the issuance of Letter of Acceptance (LOA).

39. 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 contract period.

40. Payment

40.1 The Contractor shall provide all necessary supporting documents along with invoice.

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

40.3 The Purchaser shall get verified the details of Services delivered against the invoice and Payment shall be made on complete delivery of services on actual basis, as per details given in relevant Letter of Acceptance.

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

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

40.6 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Acceptance (LOA) till termination of the signed contract in this regard.

41. 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.

42. Contract Amendment

42.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

42.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

42.3 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.

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

43. Assignment / Subcontract

43.1 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.

43.2 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.

44. 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.

45. Liquidated Damages

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

46. Blacklisting

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 or 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 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, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

47. Forfeiture of Performance Security

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

47.1.1 If the Contractor commits a default under the Contract;

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

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

47.2 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.

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

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

48. Termination for Default

48.1 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 Purchaser may allow in writing), after receipt of such notice.

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

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

50. Termination for Convenience

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

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

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

50.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

51. Force Majeure

51.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

51.2 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.

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

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

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

52. Dispute Resolution

52.1 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.

52.2 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.

53. Statutes and Regulations

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

53.2 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.

53.3 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.

54. 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.

55. Contract Cost

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

56. The Client

56.1 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.

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

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

57. Authorized Representative

57.1 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.

57.2 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.

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

57.4 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.

57.5 Notwithstanding Clause 57.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

57.6 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.

58. 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.

59. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: 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 (90) 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 total contract value; denominated in Pak Rupees; Have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, **whichever is later.**
Delivery of Services (Start of Operations)	The Contractor shall start delivery of services within six (06) weeks from the issuance of Letter of Acceptance (LOA).
Liquidated damages for failure / delay in supply / installation / configuration of Services / Works by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

ANNEXURE-A

Technical Proposal Submission Form

[Location, Date]

To --(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No._____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

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

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-B

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us 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-C

Price Schedule/ Financial Cost Sheet

The table is to be read in conjunction with the notes written below and Clause-6 mentioning the "Scope of Service".

Sr. No.	Item Description	No. of units	Price per unit (Excluding Tax) PKR	Tax Amount per unit (PKR)	Price per unit (Incl. Tax) PKR	Total Cost (No. of units * Per unit price incl. taxes)
1	Data Warehouse Platform (Hardware, Software and Storage including one year support and subscription)					
2	Big Data Hadoop Platform (Hardware, Software and Storage including one year support and subscription)					
3	Data Discovery and Predictive Analytics Platform (Hardware, Software and Storage including one year support and subscription)					
4	Data Visualization and Exploration Tool (including one year support and subscription)					
5	Extraction, Transformation and Load Tools/Utilities (including one year support and subscription)					
6	Logical Data Model customized and specialized for Government Industry					
7	Centralized Data Administration and Management Platform					

8	Professional Services/Managed Services for minimum 1 Year (Please refer to the required roles in the RFP)					
9	Application Servers (ETL Landing Server and BI Tool Server)					
Total Bid Price						**X**

Note: "X" will determine the total bid cost for all items

(i) Prices must be quoted for all requirements.

(ii) The Contract duration is initially for one (1) year starting from the date of issuance of Letter of Acceptance (LOA) and extendable up to next one (1) year, based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser.

Date _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of

Duly authority by

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

ANNEXURE-D

Format for Covering Letter (On letterhead)

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 / Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

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

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

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

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

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

_____

Authorized Signatures with Official Seal

ANNEXURE-E

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-F

On Legal Stamp Paper

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-G

(To be submitted on Legal Stamp Paper)

AFFIDAVIT

Integrity Pact

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

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

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

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

_____

Signature & Stamp

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

_____ Notary Public

ANNEXURE-H

BID SECURITY FORM

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

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

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

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

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

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

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

Date this _____day of 2015.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-I

PERFORMANCE SECURITY

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

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

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

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

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

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

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

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

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

Date this _____day of 2015.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-J

Financial Capacity of the Bidder

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

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

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

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

Litigation and Arbitration During Last three (3) Years

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

_____

Authorized Signatures with Official Seal