PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

CORRIGENDUM

1. The tender advertisements against following tender has been published in Daily Nawa-i-Waqt dated 08-04-2019 and The Nation dated 07-04-2019 bearing IPL No. 3188.
2. The Corrigendum is published to notify the following:
   i. Clause#07 Tender Eligibility/Qualification Criteria and Clause#22 Technical Evaluation Criteria of tender document "Procurement of Services of Caseflow Management System for CPC under Project titled "Automation of Directorate of Consumer Protection Council & Its Field Offices". Tender No: 208042019-2" has been amended/updated.
3. The tender submission date is 25th April, 2019. The amended/updated tender document is available at www.pitb.gov.pk and www.ppra.punjab.gov.pk.
4. Bids should be dropped in the prescribed tender box as per the procedure mentioned in the tender document not later than 1500 hours on last date of submission of bids i.e. **25th April, 2019** and the bids shall be opened at 1530 hours on the same date, as per PPRA Rules, 2014.
5. Other terms and conditions given in above mentioned original tender advertisement shall remain the same.

DIRECTOR (DEVELOPMENT & PROCUREMENT)
Punjab Information Technology Board (PITB)
13th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.
Ph: (042) 35880062 | Fax (042) 99232123
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(IPL-3488-C)

Tender Document

Tender No. 208042019-2C

PROCUREMENT OF SERVICES OF CASEFLOW MANAGEMENT SYSTEM FOR CPC UNDER THE PROJECT TITLED "AUTOMATION OF DIRECTORATE OF CONSUMER PROTECTION COUNCIL & ITS FIELD OFFICES"

Punjab Information Technology Board (PITB)

13th Floor, Arfa Software Technology Park (ASTP),

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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%20(ammended%20upto%2006.01.2016).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 tender document is available in the office of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at **www.pitb.gov.pk** and **www.ppra.punjab.gov.pk** and may be downloaded free of cost.

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. 1,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid.

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.2, placed at reception of Punjab Information Technology Board, Lahore, not later than **1500 hours** on last date of submission of bids i.e. **25th April, 2019,** late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at **1530 hours** on **25th April, 2019.** 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 software /services must be received in writing to the Purchaser till **13th April, 2019.** Any query received after said date may not be entertained. All queries shall be responded to within due time.

The bidder shall submit bids which comply with the Bidding Document. **Alternative bids and options 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 Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Muhammad Saad Malik
Assistant Program Manager
Email: saad.malik@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.
Ph: +92 42 35880062 Ext. 1765

Secondary Contact

M. Kashif Farooq
Director (IT)
Email: kashif@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.
Ph: +92 42 35880062

Muhammad Shaukat Qureshi
Joint Director (Procurement)
Email: muhammad.qureshi@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.
Ph: +92 42 35880062

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” means the interested Firm/Company/Supplier/Distributors that may provide or provides the software application and related 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 Bidder 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 Goods or 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 warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in and 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 "Goods" means software which the Contractor is required to supply to the Purchaser under the Contract.

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

3.16 "Prescribed" means prescribed in the Tender Document.

3.17 "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.

3.18 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing

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

3.19 "Services" means installation, configuration, deployment of software, commissioning, testing, training, support, after sale service, etc. of other such obligations which the Contractor is required to provide to the Purchaser under the Contract and as defined in Clause 6 and Annexure – A.

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

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

3.22 "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

The detailed scope of the project pertaining to automation of district consumer courts and councils is given in **Annexure-A**, compliance to which is absolutely essential.

7. Tender Eligibility/Qualification Criteria

7.1 Eligible Bidder is a Bidder who:

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last one (01) year;

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

7.1.3 Has valid Registration of Sales Tax (ST) & National Tax Number (NTN);

7.1.5 Has submitted bid for complete requirement and relevant bid security. Non-compliance of the same shall cause rejection of the bid;

7.1.6 Must have ICT/ software development experience of last one (01) year;

7.1.7 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 is mandatory), failing which will cause rejection of the bid;

7.1.8 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

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

7.1.10 Goods and 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 where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

8. Tender Cost

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

11. Clarification of the Tender Document

The Bidder 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 Bidders 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 Bidder must bid for complete scope of this tender.

13.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder 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 Bidder 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-B**)

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

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

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

13.6.4 Evidence of eligibility of the Bidder and the Goods / Services.

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

13.6.6 Technical Brochures / Literature

13.6.7 List of firm's major international and national clientele

13.6.8 Submission of undertaking 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.

13.6.9 Valid Registration Certificate for Income Tax & Sales Tax

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

13.7 The Financial Proposal shall comprise the following:

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

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

13.7.3 Bid Security (**Earnest money), as per provisions of the clause Bid Security of this document**

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

Original Technical Tender for

Tender Name: [Name of Tender]

Tender No. **208042019-2C**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

Duplicate Technical Proposal for

Tender Name. [Name of Tender]

Tender No. **208042019-2C**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.10 The Bidder shall follow the same process for the Financial Tender.

13.11 The Bidder 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. **208042019-2C**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.12 The Bidder 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. **208042019-2C**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.13 The Bidder shall enclose soft copies of the Technical Proposal, 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 Bidder.

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 bid security amount has been calculated as per provisions of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for a sum of PKR 350,000/- (Rupees Three hundred fifty thousand only);

15.1.2 denominated in Pak Rupees;

15.1.3 As part of financial bid envelope;

15.1.4 In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.5 have a minimum validity period of one hundred twenty (120) 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 Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or

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

15.2.3 If the Bidder, 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 Bidder 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 Bidder 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 Bidder'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 Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

17.1 The Bidder 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 **1500 hours** on the last date of submission of bids i.e. **25th April, 2019,** in the presence of the Bidder(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 Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

18.3 No Bidder 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 Bidder(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 Goods / the Services;

20.1.2 meets the Technical Specifications for the Goods / the Services

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

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

20.1.5 offers fixed price quotations for the Goods / the Services , whereby no optional offer / bid or price is allowed;

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 / Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder 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 Bidder.

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

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

22. TECHNICAL EVALUATION CRITERIA

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

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

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

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria 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 technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Category	Description	Points	
Legal (Mandatory)	Valid Income Tax Registration (Registered for at least 01 year)	Required	
	Valid Sales Tax Registration (Status = Active with Relevant Authority)	Required	
	Submission of undertaking 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.	Required	
	Compliance to the technical specifications of software to be procured mentioned vide Annexure-A.	Required	
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required	
Financial Strength/ Experience	Annual turnover of last one (01) year (Max points 100) (Verifiable through audited financial statements/reports)	05-08 million	50 Points
		8.1-10 million	75 Points
		10.1 million & above	100 Points
	Projects of similar nature that include software development solution services etc. during last three (03) years (Max points 100) (Verifiable through relevant POs/ Contracts)	05-08 million	50 Points
		8.1-10 million	75 Points
		10.1 million & above	100 Points

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

23. FINANCIAL PROPOSAL EVALUATION

23.1 Technically qualified/successful bidder(s) 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) 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 taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Govt. at any time during execution/evaluation period will be dealt with mutual consent.

24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions 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 bid security is not submitted;

24.2.6 The Bidder refuses to accept the corrected Total Tender Price; or

24.2.7 The Bidder has conflict of interest with the Purchaser; or

24.2.8 The Bidder tries to influence the Tender evaluation / Contract award; or

24.2.9 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;

24.2.10 The Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.11 The Bidder fails to meet the evaluation criteria requirements (clause-22);

24.2.12 The Bidder has been blacklisted by any public or private sector organization;

24.2.13 The Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

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

24.2.15 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.

24.2.16 The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

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

24.2.18 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

25.1. At first step, eligible bidder(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) 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 Bidder, 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 Bidder/The Contractor shall furnish Performance Security as under:

27.1.1 within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser;

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

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

27.1.4 denominated in Pak Rupees;

27.1.5 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not 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 Bidder within thirty working days after the expiry of its validity on written request from 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:

PROCUREMENT OF SERVICES OF CASEFLOW MANAGEMENT SYSTEM FOR CPC UNDER THE PROJECT TITLED "AUTOMATION OF DIRECTORATE OF CONSUMER PROTECTION COUNCIL & ITS FIELD OFFICES"

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

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

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

   a. The Tender Document
   b. Bidder's Proposal
   c. Terms and Conditions of the Contract
   d. Special Stipulations
   e. The Technical Specifications
   f. Tender Form
   g. Price Schedule
   h. Affidavit(s)
   i. Authorized Dealership / Agency Certificate

j. Performance Security

k. Non-Disclosure Agreement

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

29. Contract

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

30. Contract Duration

Initially contract duration is till **30th June, 2019** from the date of LOA, which is further extendable for next two years on yearly basis. Extension of contract shall be based on provisioning of satisfactory services by the service provider, needs, and requirements and approved budgetary provisions of the Purchaser.

31. Contract Documents and Information

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

32. Contract Language

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

33. Standards

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

34. Commercial Availability

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

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

35. Patent Right

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

36. Execution Schedule

Scope as mentioned in this tender in clause-6 and **Annexure A** is to be delivered as mentioned below starts from issuance of LOA.

Phase	Duration
Project Governance and Implementation Plan Finalization	2 Weeks
Business Requirement Document (BRD)	4 Weeks
Functional Design Document	4 Weeks
Developed Solution	8 weeks
User Acceptance Test (UAT)	4 Weeks
Go - Live (Lahore District)	2 Weeks
Lahore District Feedback Incorporation - 1	3 Weeks
Lahore District Feedback Incorporation - 2	3 Weeks
Roll out at 16 Districts	12 Weeks (Extendable subject to the readiness of relevant districts)
One (01) year Support: a. 01 year maintenance support for licenses, if any. b. 01 year maintenance support for developed solution.	12 months

The implementation duration(s) mentioned above are estimates. At the end of the post production/support period of one year, it is expected that the PITB in-house team will take on the support role. Hence, all software documentation, source code and required training need to be transferred to PITB. The Executive Committee has reserved the rights to extend any timeline on the basis of logical reasoning and the readiness/responsiveness of the client.

37. Delivery

37.1 The Contractor shall ensure that the application shall be delivered complete to enable the testing and training to proceed without interruption.

37.2 The Contractor shall include in the Tender a detailed deployment and training plan which shall include support details for mobilization and personnel scheduling during project implementation. The Contractor shall provide maintenance, supply and support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the any transport charges to the place of destination as specified in the Contract.

38. Operations and Maintenance

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

39. Installation and Implementation

39.1 The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.

39.2 The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.

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

39.4 The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.

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

39.6 The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.

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 Goods/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 pay the amount verified within thirty (30) days. The Purchaser shall make payment for the Goods/Services provided to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

40.4 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

40.5 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.

40.6 Payment to the vendor will be made in accordance with the following schedule:

Payment Schedule:

#	Phase	Duration	Payment %
1	Cost of Licenses	-	Payment on delivery of licenses
2	**Breakup of Development and Data migration of existing data, testing, trainings etc. (As mentioned in the price table at Annex D)**		
	Project Governance and Implementation Plan Finalization	2 Weeks	25%
	Business Requirement Document (BRD)	4 Weeks	
	Functional Design Document	4 Weeks	
	Developed Solution	8 weeks	25%
	User Acceptance Test (UAT)	4 Weeks	25%
	Go - Live (Lahore District)	2 Weeks	25%
	Lahore District Feedback Incorporation - 1	3 Weeks	
	Lahore District Feedback Incorporation - 2	3 Weeks	
3	Roll out at 16 Districts	12 Weeks (Extendable subject to the readiness of relevant districts)	On completion of Rollout plan.
4	**One (01) year Support:** a. One year maintenance support for licenses, if any. b. One year maintenance support for developed solution.	12 months	(After completion of the support period)

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 Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

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.

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 Client 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, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

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 with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

50. Termination for Convenience

50.1 Any of the parties may, at any time, by written notice served on the other party with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party.

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

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

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

53 Force Majeure

53.1 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.

53.2 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.

53.3 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.

53.4 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.

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

54 Dispute Resolution

54.1 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.

54.2 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.

55 Statutes and Regulations

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

55.2 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.

55.3 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.

56 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.

57 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.

58 The Client

58.1 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.

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

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

59 Authorized Representative

59.1 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.

59.2 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.

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

59.4 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.

59.5 Notwithstanding Clause 69.2, 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.

59.6 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.

60 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.

61 Training

61.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the goods to be supplied under the Contract.

61.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

62 Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

63 Future Changes / System Upgrades

From time to time, changes in work process, legislations, policies, etc. may be incorporated in the CFMS and such changes shall be made as per contract.

64 Special Stipulations

<table>
<tr><td colspan="2">SCHEDULE-A, SPECIAL STIPULATIONS</td></tr>
<tr><td colspan="2">For ease of Reference, certain special stipulations are as under:</td></tr>
<tr><td>Bid Security (Earnest Money)</td><td>The Contractor shall furnish the Bid Security (earnest Money) as under:
In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum of PKR 350,000/- (Rupees Three hundred fifty thousand only); denominated in Pak Rupees;
Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</td></tr>
<tr><td>Performance Security</td><td>The successful Contractor shall furnish Performance Security as under: within twenty eight (28) 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 warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.</td></tr>
<tr><td>Delivery of Services</td><td>
<table>
<tr><th>Phase</th><th>Duration</th></tr>
<tr><td>Project Governance and Implementation Plan Finalization</td><td>2 Weeks</td></tr>
<tr><td>Business Requirement Document (BRD)</td><td>4 Weeks</td></tr>
<tr><td>Functional Design Document</td><td>4 Weeks</td></tr>
<tr><td>Developed Solution</td><td>8 weeks</td></tr>
<tr><td>User Acceptance Test (UAT)</td><td>4 Weeks</td></tr>
<tr><td>Go - Live (Lahore District)</td><td>2 Weeks</td></tr>
<tr><td>Lahore District Feedback Incorporation - 1</td><td>3 Weeks</td></tr>
<tr><td>Lahore District Feedback Incorporation - 2</td><td>3 Weeks</td></tr>
<tr><td>Roll out at 16 Districts</td><td>12 Weeks (Extendable subject to the readiness of relevant districts)</td></tr>
<tr><td>One (01) year Support:
a. One year maintenance support for licenses, if any.
b. One year maintenance support for developed solution.</td><td>12 months</td></tr>
</table>
</td></tr>
<tr><td>Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor</td><td>If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.</td></tr>
</table>

ANNEXURE-A:

Scope of the Project:

The scope of the project consists of automation of processes for district consumer courts and consumer protection councils. PITB needs proposal from the vendor for the development of a case-flow system having the following features:

High Priority Features:

- Automated procedure for the execution of the case life-cycle. This will include:
    a. Ability to file initial complaint electronically (via a web portal and Mobile App) in the District Consumer Courts (DCC) and District Consumer Protection Councils (DCPC) by any complainant.
    b. Ability to serve process electronically (via email, SMS and Mobile App) where the information is available)
    c. Automation of the processes of cause list generation.
    d. Online availability of published judgment.

Low Priority Features:

- Dashboards and reports are required to monitor workload of DCC and DCPC.
- An interface that can be used by call agent to provide information.

Project Execution:

The Executive Committee shall oversee project deliverables. TORs of Executive Committee is attached at **Annexure I**.

The following section defines the statistics that are to be addressed in the Pilot Implementation Phase of the project:

District Consumer Courts Cases
(According to data received from Registrars DCCs from March, 2007 to 31st March, 2017)

Name of DCC	Total Cases filed	Disposed off	% of Disposed off	Pending
Gujranwala	2887	2621	91.00	266
Lahore	7160	6374	89.00	786
Sahiwal	1832	1681	92.00	151
D.G Khan	7795	7732	99.00	63
Sargodha	1228	1159	94.00	69
Gujrat	1423	1327	93.00	96
Sialkot	1355	1315	97.00	40
Multan	2593	2428	94.00	165
Bahawalpur	4106	4023	98.00	83
Faisalabad	4426	4242	96.00	184
Rawalpindi	1459	1275	87.00	184
Total	**36264**	**34177**	**94.00**	**2087**

District Consumer Protection Councils Cases
(According to data received from AD (Legal) DCPCs from March, 2007 to 31st March, 2017)

Name of DCC	Total Cases filed	Disposed off	% of Disposed off	Pending
Gujranwala	3891	3721	96.00	170
Lahore	4058	1042	26.00	3016

Sahiwal	5715	4098	72.00	1617
D.G Khan	1766	851	48.00	915
Sargodha	2326	758	33.00	1568
Gujrat	4490	3346	75.00	1144
Sialkot	1854	681	37.00	1173
Multan	2078	1158	56.00	920
Bahawalpur	3143	2949	94.00	194
Faisalabad	3153	2584	82.00	569
Rawalpindi	1658	1578	95.00	80
Total	**34132**	**22766**	**67.00**	**11366**

This phase also includes following newly established districts offices:

- Bahawalnagr
- Mainwali
- Rahim Yaar Khan
- Bhakkar
- Mandi Baha ud Din
- Layyah

Primary/production environment will be hosted at PITB Datacentre, while all offices of DCPC and DCC will be connected with central site through internet.

Key Features

The consolidated functional requirements standards are presented as a set of major business functions common to all district consumer courts and district consumer protection councils. The CFMS functionality must reflect the general flow of complaints through the court/council plus the ancillary, supporting activities and utilities needed to accomplish complaint processing and management. This will include:

1. **Complaint Filing:**
   Complaints can be filed by any citizen by filling up a form and providing supporting documents. This can be done on the online portal by the citizen himself; or be entered in the system by the office after receiving a paper application. This process will also include the scrutiny of the documents filed and the validity of the complaint to go through to the DCC or DCPC.
2. **Case Proceedings:**
   This includes the following elements:
   a. Calendaring (i.e., date fixation and cause list generation, based on the scheduling of the judge sittings)
   b. Court Hearings (i.e., the record of the hearing, its result and online judgement availability)
3. **Management Reporting and Dashboards:**
   Reports and visualizations that highlight the working and the efficiency of the working of the courts and councils.
4. **Record Management**
   Fresh and on-going case data will be shifted in the system
5. **Complaint Cycle (District Consumer Protection Council):**
   a. Complaints can be filed by any citizen on a blank paper and providing supporting documents.
   b. A notice will be sent to respondent against registered complaint.
   c. The authority will take the statement of respondent and collect relevant evidences.
   d. The authority can impose fine.
   e. The respondent can appeal against the decision to Secretary IC&I.

f. Such cases will be referred to the staff of Directorate of Consumer Protection Council for further correspondence.

Draft Structure of the Online Portal

The online portal shall provide the following functionalities:

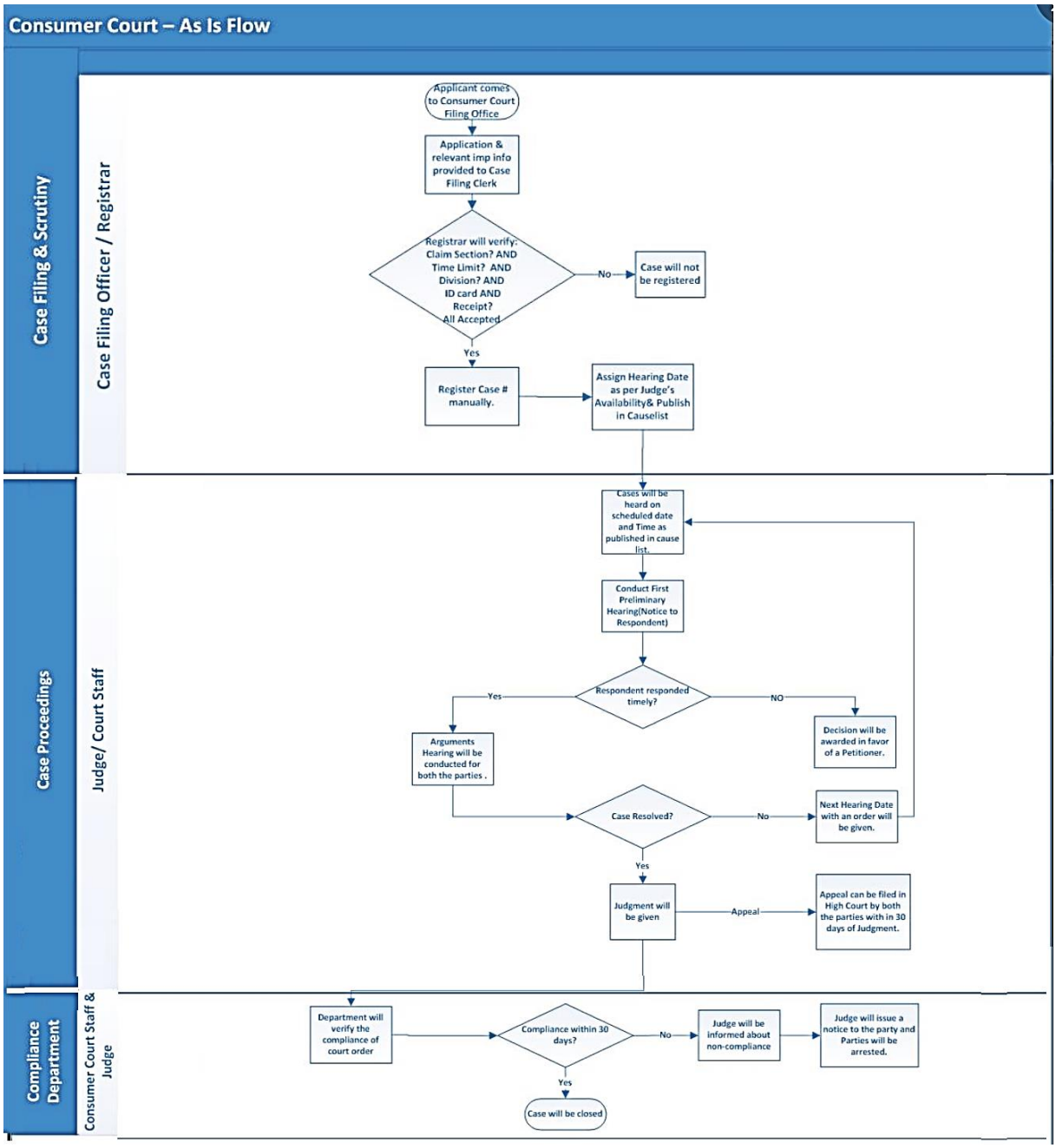
1. **For the average citizen**
   a. User registration and verification (using CNIC and mobile number)
   b. Complaint filing
   c. Complaint tracking and updates
   d. Viewing court schedule
   e. Viewing past hearing results and judgements
2. **For the office,**
   a. Accept/Reject complaint applications after the appropriate scrutiny.
   b. Create/Modify the schedule of the presiding judge.
   c. Create/Modify cause lists to schedule/calendar cases.
   d. Enter the results of hearing to adjourn/dispose/reschedule cases.

Technical Specifications of Case-flow Management System for the Automation of CPC:

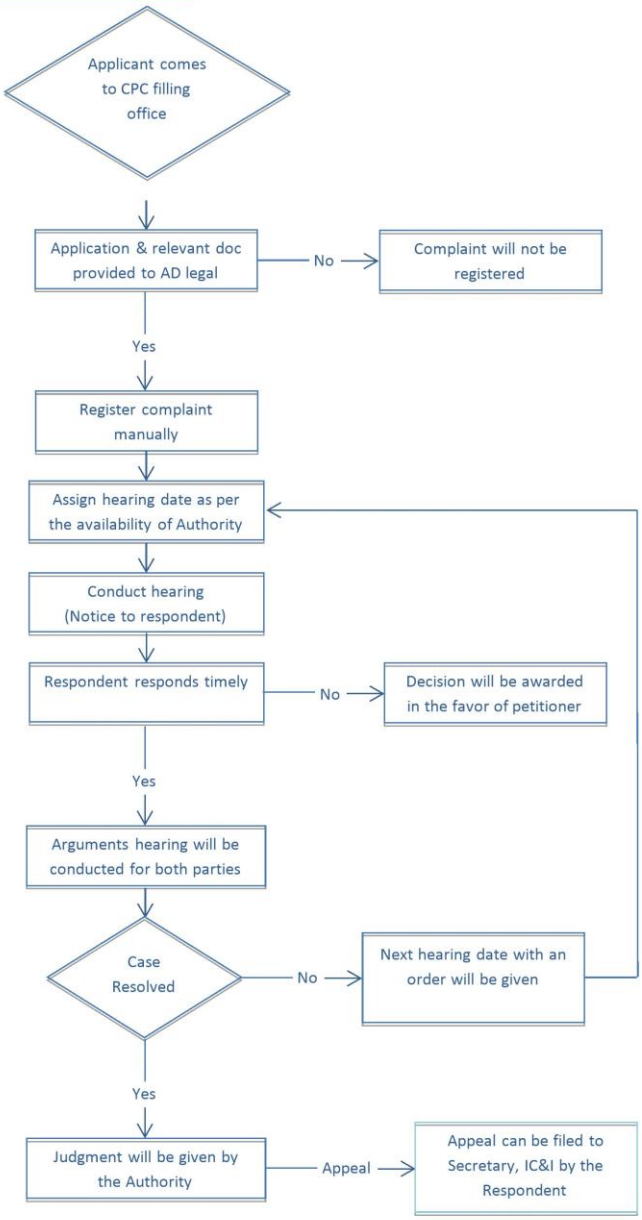
DIRECTORATE OF CONSUMER PROTECTION COUNCIL
Government of The Punjab

1. Business Requirements Understanding

Overview of Consumer Court's flow is described below.



Consumer Protection Council- As Is Flow



Users:

The following different types of users will be interacting with the system:

Unregistered Citizen:
An average user of the application, who has not registered.

Registered Citizen:
An average user of the application, who has registered.

Judge:
The judge of the consumer protection court.

Court Associate:
The user who facilitates the judge during the proceedings of the court.

Court Staff:
The user who facilitates the working of the court in office.

CPC Monitor:
The user who examines the working of the consumer protection courts (via reports).

CPC Admin:
The user who manages the users and overall configuration and health of the system.

Functional Requirements

The following requirements should be catered for the different types of users of the system:

Unregistered Citizen:

- Can view help information regarding how to file a case in the Consumer Protection Court or Council.
- Can view the cause list of any court in any district.
- Can search for any active case (by title) to see if it is active, and to see its next fixation date in any cause list.
- Can register in the system. CNIC and a mobile number/email is necessary for registration.

Registered Citizen:

- Can file (i.e., institute) a case electronically in the system. This will include not only providing all the necessary information, but all of the supporting documents as well. Multiple cases can be filed by the same citizen.
- Is able to view the acceptance status of the electronically filed case. In case of rejection of the filing by the Court Staff, the citizen can view the reason; rectify the issue and then file again.
- Can receive notification regarding his/her the case fixations (via email, SMS or via a smartphone application).
- Can view the past fixation history and future fixations for his/her own case.
- Can view the past orders given in her/her own cases.

Judge:

- Can view the cause list of any future date for his/her court to check the schedule for any particular date.

- Can view the history of any case that is fixed before him/her.
- Can view the orders given in any of the cases that are fixed before him/her.
- Can mark himself unavailable for a certain day in the system, which will factor into future case fixations, and will shift existing case fixations for that day.

Court Associate:

- Can enter the details of the case proceedings (by entering the result of the hearing, order, attendance of the petitioner, respondent and advocates, and the next hearing date). The cause list is generated automatically based on the next hearing date.
- Can view the future cause lists of the judge, and assigned dates based on the availability of the judge.
- Can modify the cause list of the future (by modifying the next hearing date of any case) by entering a reason for the modification.

Court Staff:

- Can enter new cases in the system, based on physical documents received in the office.
- Can accept or reject electronic case submissions done by citizens. Each staff will receive the electronic submissions only relevant to him (as defined by the district of jurisdiction).
- Can modify the advocates assigned to a case.
- Can view and print the cause list of any date.
- Can view reports with reference to the cases under hearing, under implementation and disposed.

CPC Monitor:

- Can view reports of the working of the consumer courts, with reference to the institution, implementation and disposal of cases by district, judge or category, in any given time frame.

CPC Admin:

- Can create new consumer courts for the districts.
- For each consumer court, can change the assignment of the judge or the district for the court.
- Can add new users (Court Associates, Judges Court Staff or CPC Monitors) in the system. Can assign these users to particular courts.

General:

- All users can access the system via a mobile app or via a web interface.
- Except for the unregistered users, all users should have the basic account management functionality which includes building a profile (with name, contact info, etc.), password changing and forgot password.

Non-Functional Requirements

The system must comply with the following criteria:

- The system backend must be capable of serving a mobile platform as well as a web front end.
- The system must be capable of handling the workload of at least 36 consumer courts (one per district) with the relevant staff.
- The system should be secured so that the private data of the citizens and the organization is not accessible via open APIs for the mobile / web end.

- The user interface of the mobile application and the web should be simple, involving minimal screen transitions and inputs from the user.

Development Process

In order to ensure that the code base of the software can later on be extended and maintained by a separate entity (if needed), the following process must be followed:

- During the development stage, all software artefacts must be checked in periodically to a common code repository. The code will be examined for quality, readability and compliance with standard practices / design patterns.
- The code must include automated unit tests as well, with at least 80% code coverage.

2. To Be Solution Recommendation

On the basis of above requirements, the following is suggested for automated Case Management System for the Consumer Courts.

The Primary goal for this system is to automate with minimum human interference and to make sure that the access to the bigger audience which will be citizens is made easy and information and filing of the case is accessible for everyone.

Requirement	System Required	Solution Value
Case Registration	Online Case Portal Integrated with Case Management System	An online portal will be accessible from all over the province of Punjab via any Mobile Phone or Laptop. The case filed by the citizen will be scrutinized by the staff of the court and if it is found to be inadequate in any way for filing, will be rejected (with the proper reason given) by the citizen to review. If the case is deemed correct, the citizen will still be required to follow the given platform
Case Filing	Case E-filing Module	System should have Category based Case Filing Module which should assist the user to submit the required information to File a Case in the Court. Each case should be tracked from its Status & Sub-Status. System should automatically update the status of the case as per the execution of the relevant workflow. System should have the capability to file cases online that should be pushed into the Case management system. System should be Rule based and a case should move through the defined hierarchy before it gets approved.
Case scheduling	Automated Scheduler & Roster Management	The system should have the ability to assign cases to the Benches on the basis of Division and Category selected automatically. This should help eliminate human interference in the case scheduling process. The Scheduler should insure

		Effective and Efficient case distribution amongst Benches to manage and properly distribute the workload. System should allow Roster management and let the court administration define schedule of the Benches so that case allocation can be done on the basis of their availability and work load.
Case Assignment	Automated Workflow based case distribution	The system should automatically assign cases to staff members on the basis of the state of the case. Only relevant user should be able to perform any action on the case.
Cause List	Auto Cause list Generation	The system should allow the court to automatic generate cause list of all the cases that are scheduled to a particular date and time. The Cause list should be printed and generated as per the Court's format.
Court Hearings	Court Proceeding	The system should organize all scheduled hearings for the Judge and Court Staff. The Court staff can sort & sequence the hearings as per the Court Requirement and priority. The System should log proceeding time, Short Order given in the Case, Attendance of the Parties that attended the hearing. System should also Assist the Court Staff to Mark Next hearing date as per the availability of the Bench.
Judgment & Order Sheet	E-Judgment & Order sheet	System should allow the Judges to Review cases, Orders, Judgments. System should allow the court staff to write the judgment or Order. System should associate each order sheet and Judgement with a case and should track the history of the Judgment and order sheer as well.
Case Compliance	Post Proceedings/Disposition compliance and execution	System should allow the users to track order sheet progress and compliance of the Order/Judgment given by the Judge and should be able to report the progress of the compliance.
Reporting	Analytics, BI & Reporting	System should provide attractive and precise dashboards for Judges to organize and plan work on the basis of actionable Reports. The Directorate of CPC should also be included. System should generate word documents as per courts' designed Template
Scalability	Expandable System	System should allow for filing of up to 100 cases per day in all of the possible 17 consumer courts/councils (one for each district) in Punjab.

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

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

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,
Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

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

Dear Sir,

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

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

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

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

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

ANNEXURE-D

The table is to be read in conjunction with the notes written below and Section 6 mentioning the Scope.

Financial Cost Sheet / Price Table

Sr. #	Description	No of Units/Quantity (1)	Unit Rate (Incl. all Taxes) If applicable. (2)	Total Cost Taxes (Incl. all Taxes) Rs (3=1+2)
1	Licenses involved in overall solution, application, database or OS etc. Either Web based or CAL based for 17 district courts, consumer protection councils and Directorate of Consumer Protection Council.	Lump sum		
2	Development and Data migration of existing data, testing, trainings etc.	1		
3	Roll-out in 16 districts across Punjab	Lump sum		
4	**1 year Support:** a. One year maintenance support for licenses, if any.	1		
	b. One year maintenance support for developed solution.	1		
5	Cost of development for 100 man days i.e. (8 hrs per day) as a change request that means any additional requirement that was not covered in under original scope of work, after Go-Live at Lahore District.	100		
Total Bid Cost				**X**

Box X: AMOUNT HERE WILL DETERMINE THE LOWEST BID

Notes to the Price Table:

1) *Box X is the total Bid Price*
2) *The bids shall be prepared on the units given in Table above.*
3) *Payment against all above mentioned services will only be made as per payment clause.*
4) *The Purchaser may not utilize volume in Box X regardless of which payments to be made.*

_____

In the capacity of

Duly authorized by

Signature of authorized person

Name & Official Seal:

Date _____ Place _____

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

ANNEXURE-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items / 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-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

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

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

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

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

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

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

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

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-G

UNDERTAKING

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

Dated this _____ day of _____ 20__

Signature

(Company Seal)

_____

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) 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 before the expiry of the Guarantee.

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

Date this _____ 2019.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-I

TORS OF EXECUTIVE COMMITTEE:

1.1 The Executive Committee will meet on regular basis to review progress on the Project and to resolve any ongoing issues so that the Project can be smoothly executed. Quorum of the Executive Committee shall consist of four members with at least two members each from the Execution body and the Client Department.

1.2 The Executive Committee will play a key role in identifying causes for delays and will work collaboratively and proactively to reduce their impact.

1.3 The Executive Committee will regularly review the performance of the vendor on the project deliverables and will highlight any deficiencies that need to be rectified by the Vendor, so as to meet its Project commitments.

1.4 The representatives from Client Department in Executive Committee shall only be responsible for:

a. Coordination with attached wings of Directorate of Consumer Protection Council.
b. Providing domain knowledge in perspective of departmental procedures.
c. Arranging/selecting venue(s) for training of the Officials of District Consumer Courts & Consumer Protection Council related to project execution across 17 districts of the Punjab province.
d. User adoption & satisfaction of provided services.