PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for the Procurement of:

i. Hardware / IT Equipment for Chief Minister's Secretariat.
ii. Mobile Handsets / Smart Phones for the Project Titled "Monitoring System for Polio Campaign".
iii. Hardware / IT Equipment and Online Biometric Attendance System & ID, Medical Card Solution.
iv. Software Solution for Maintenance Management System for Electrical & Mechanical Equipment under WASA Lahore.

The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.

2. The tender documents are available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Documents are also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.

3. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, not later than **1200** Hours on last date of submission of bids i.e. **11th June, 2019**, and bids shall be opened at **1230** hours on the same date, as per PPRA Rules, 2014.

4. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender document, as per Rule-27 of PPRA Rules, 2014. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.

5. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids.

Note: PITB management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

Director (Development & Procurement)
Punjab Information Technology Board
13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore.
Ph: (042) 35880062, Fax (042) 99232123 Web: www.pitb.gov.pk

IPL-4461

Tender Document

Tender No. 305202019-1

PROCUREMENT OF SOFTWARE SOLUTION FOR MAINTENANCE MANAGEMENT SYSTEM FOR ELECTRICAL & MECHANICAL EQUIPMENT UNDER WASA LAHORE

Punjab Information Technology Board (PITB)

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

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123) URL:

www.pitb.gov.pk

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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 1200 hours on last date of submission of bids i.e. **11th June, 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 1230 hours on **11th June, 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 **25th May, 2019.** Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a pre-bid meeting on **28th May, 2019 at 11:00-AM**, at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

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 Ali Asif
Project Coordinator
Punjab Information Technology Board, Government of Punjab
7th floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Email: aliasif@pitb.gov.pk
Office Phone: 042-35880062 Ext: (1196)

Secondary Contact

Shahid Akram Khan
Joint Director (EGA)
Punjab Information Technology Board, Government of Punjab
13th floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Email: shahid.khan@pitb.gov.pk
Office Phone: 042-35880062 Ext: (1355)

Muhammad Shaukat Qureshi
Joint Director (Procurement), PITB
Punjab Information Technology Board, Government of Punjab
13th floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Email: muhammad.qureshi@pitb.gov.pk
Office Phone: 042-35880062

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 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 items/software solution 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

6.1 Punjab Information Technology Board (PITB), (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) Software Solution for Maintenance Management System for electrical and mechanical equipment under WASA Lahore (hereinafter referred to as “the Goods”) and installation, configuration, deployment, commissioning, training, testing, after-sale support, of said Goods (hereinafter referred to as “the Services”). The purpose of the software is to track various type of maintenances being done on electrical and mechanical equipment under WASA Lahore.

6.2 Detailed items pertaining to scope are mentioned 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 sales tax and income tax departments and having sound financial strengths can participate);

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

7.1.5 Has submitted bid for complete items and relevant bid security.

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, 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. **305202019-1**

[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. **305202019-1**

[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. **305202019-1**

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. **305202019-1**

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, 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 1200 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, 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 80,000/- (Rupees eighty 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 1230 hours on the last date of submission of bids i.e. **11th June, 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 last one (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	
Experience	Projects of similar nature that include software solution and maintenance management system etc. during last two (02) years (Max points 100) (Verifiable through relevant POs/ Contracts)	1-3 million	50 Points
		3.1-5 million	75 Points
		5.1 million & above	100 Points
Demo	Demo of Solution of Maintenance Management System (1mark= 3.125 points)	32 Marks	100 points

DEMO OF SOLUTION OF MAINTENANCE MANAGEMENT SYSTEM	Marks or Mandatory
1. Following maintenance types should be available	Mandatory
1.1 Breakdown maintenance	Mandatory
1.2 Preventive maintenance	Mandatory
1.3 Corrective maintenance	Mandatory
1.4 Modification of equipment/assets	Mandatory
1.5 Planned maintenance	Mandatory
2. Reporting Mechanism	10
2.1 Daily report	1
2.2 Emergency	1
2.3 Planned	1
2.4 Custom report feature	1
2.5 Store wise Repair and maintenance report	1
2.6 Month wise total expenditure report	1
2.7 How many equipment fixed, not fixed, attended, reported	1
2.8 Who reported, who fixed, who assigned	1
2.9 Location wise report of problem reported	1
2.10 How are parts changed, maintenance done, general cleanup done, overhauling	1
3. Application	5
3.1 The application should provide functionality to capture the equipment number or the functional location code based on scanning the tagged barcode on the equipment or the functional location.	1
3.2 Application should have proper escalation mechanism for notifications where the user can create Maintenance notification to notify the responsible person about any failure discovered on the facilities / equipment.	1
3.3 After creating the notification the application will send email, Push notification & SMS (discretion of purchaser on what services to include) to the responsible person to handle the work order process.	1
3.4 Application should have a planner utility with which all activities should be planned or scheduled for	1
3.5 The application should work in online and offline mode, all the data have to be synchronized with core system	1
4. Dashboard	Mandatory
Dashboard should be able to show data in list form	Mandatory
Dashboard should be able to represent data in graphical form	Mandatory
5. Other General and technical requirement	17
The software should support high availability and Disaster recovery mechanism.	1
Software should have the following access control mechanisms:	
• Authentication	1
• Authorization	1
• Confidentiality	1
• Integrity	1
• Availability	1

• Data Access	1
• Administrative Interface	1
Monitoring:	
• Audit trails	1
• Activity & access logging	1
Privacy:	
• Information classification	1
• Encryption	1
Technical:	
• Administrative Review, Monitoring and Control	1
• Mobile Interface for Android, IOS, Windows Platform of Above Functionalities	1
• Disaster Recovery and Business Continuity supported	1
• Database Administration with Access & Rights Management	1
• 100% System Availability	1
Grand Total	**32**

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, 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.

Contract Title:

PROCUREMENT OF SOFTWARE SOLUTION FOR MAINTENANCE MANAGEMENT SYSTEM FOR ELECTRICAL & MECHANICAL EQUIPMENT UNDER WASA LAHORE

[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

The Contract duration shall be for the period of two (2) years, starting from the date of issuance of LOA, delivery, installation, deployment of Software, which is further extendable on yearly basis upto two (02) years. 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, 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 Week
Approval of Required Documents by the Purchaser	2 Week
Approval of Design Specifications by Purchaser and Configured Solution in UAT Environment	2 Week
UAT and Go –Live	2 Week
TOTAL IMPLEMENTATION TIME	**8 Weeks**
Post Production Support Period from the date of Go-live	Two (02) years

At the end of the post production period, it is expected that the PITB in-house team will take on the support role.

37. Delivery

37.1 The Contractor shall ensure that the application shall be delivered within eight (08) weeks and complete in all respect including implementation 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/Software, 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. Warranty/Support

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

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

40.3 The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.

40.4 The Contractor shall repair the application or services, without any cost to the Purchaser.

40.5 The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the software supplied, the Services provided and the works done, under the Contract.

41. Payment

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

41.2 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.

41.3 The Purchaser shall pay the amount verified from the concerned Technical Team of PITB, 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.

41.4 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.

41.5 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.

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

Payment Schedule:

Phase	Payment
Project Governance and Implementation Plan Finalization	Maintenance Management system cost
Approval of Requirements Document by Purchaser	
Approval of Design Specifications by Purchaser and Configured Solution in UAT Environment	
UAT and Go –Live	
Post Production Support Period from the date of Go-live	Support and maintenance payment on monthly basis

42. 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.

43. Contract Amendment

43.1 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.

43.2 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.

43.3 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.

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

44. Assignment / Subcontract

44.1 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.

44.2 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.

45. 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.

46. 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, 10% of the Contract Price.

47. 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.

48. Forfeiture of Performance Security

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

48.1.1 If the Contractor commits a default under the Contract;

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

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

48.2 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.

48.3 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.

48.4 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.

49. Termination for Default

49.1 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.

49.2 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.

50. 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.

51. Termination for Convenience

51.1 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.

51.2 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 maintenance management system 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 80,000/- (Rupees eighty 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 Week</td></tr>
<tr><td>Approval of Requirements Document by Purchaser</td><td>2 Week</td></tr>
<tr><td>Approval of Design Specifications by Purchaser and Configured Solution in UAT Environment</td><td>2 Week</td></tr>
<tr><td>UAT and Go –Live</td><td>2 Week</td></tr>
<tr><td>TOTAL IMPLEMENTATION TIME</td><td>8 Weeks</td></tr>
<tr><td>Post Production Support Period from the date of Go-live</td><td>Two (02) years</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, 10% of the Contract Price.</td></tr>
</table>

ANNEXURE-A:

Technical Specifications of Maintenance Management System

WASA, LDA Manages various Mechanical (tube wells, disposal stations, dewater sets, gen sets etc.) and electrical equipment (Transformers etc.) A full fledge custom base Maintenance Management system is required for the said equipment. Android application and a web portal is required for this task. The requirements for the system is as under:

Functional Requirements

- The following Maintenance type should be available
    - Breakdown maintenance
    - Preventive maintenance
    - Corrective maintenance
    - Modification of equipment/assets
    - Annual shutdown maintenance
    - Planned maintenance
- Maintenance request for monitoring on system
- Maintenance request for tracking and replying
- Procurement & Store demand generation based on maintenance requirement
- Demand cancellation
- Reporting mechanism :
    - Daily
    - Emergency
    - Planned
    - Custom reports (these will be demanded by the purchaser from time to time as per need). This will not be charged as change request by the supplier.
    - Store wise repair & maintenance reports
    - Month wise total expenditure report
    - Accident report
    - Depreciation report
    - How many
        - How many fixed
        - How many not fixed
        - How many attended
        - How many reported
    - Who
        - Who reported
        - Who fixed
        - Who assigned
    - Where (location)
    - How
        - Part changed
        - Maintenance done
        - General clean up
        - Overhauling
    - Which equipment used
    - Cost
- Vehicle movement system
    - initiator should have the rights to view the total allocation, already used & remaining balance of allocated petrol

    - How many demands were initiated the specific time for particular vehicle?
    - Review the details of any particular visit i.e
        - Date
        - Time
        - Driver
        - Vehicle used
        - Destination etc.
- Maintenance task list for the users.
- Store activities to be performed, in the form of maintenance task lists
- Define the extent of preventive maintenance and inspection work and when it should be performed at pieces of equipment and functional locations
- Define the frequency of recurring maintenance and service tasks, either:
    - Time-based or counter-based preventive maintenance
- Define the cost-based assignment of preventive maintenance and inspection activities from the start
- Make a cost preview of preventive maintenance and inspection work to be performed in the future
- Split-Level Maintenance
- user should be able to create a maintenance plan, and consequently also the maintenance call objects, for example, at the following levels:
    - pieces of equipment
    - functional locations
    - materials
    - materials & serials numbers
    - assemblies
    - execution of maintenance tasks
    - completion of maintenance tasks
- When user enter a notification for a maintenance object, the system automatically copies all the relevant object data (for example, installation location cost center).
- User can use maintenance notifications as the basis for creating maintenance orders, in order to:
    - Plan tasks in detail
        - Location of the task
        - time of issue logged
        - TAT
        - type of the task
        - what actions to be performed
        - details of equipment involved
        - travel
        - environmental conditions
        - social political conditions
        - resolution time
        - total time
        - other parties' involvement details
        - task assignment details
        - user details
    - Track work progress
- When planning concrete tasks in maintenance order, user can make reference to several notification orders.
- Follow-up tasks can result from maintenance notifications, such as printing a certain paper or initiating a workflow.
- When a maintenance notification is technically completed, its data is entered in the maintenance history.

Application Requirement

Note: WO = maintenance order or work order

- The application should provide functionality to capture the equipment number or the functional location code based on scanning the tagged barcode on the equipment or the functional location.
- Application should have proper escalation mechanism for notifications where the user can create Maintenance notification to notify the responsible person about any failure discovered on the facilities / equipment.
- After creating the notification the application will send email, Push notification & SMS (discretion of purchaser on what services to include) to the responsible person to handle the work order process.
- Change and display maintenance notifications.
- Display the N latest created notifications for the same location /equipment with reference to the maintenance function type (codes and catalogues).
- Updating the notification status.
- Upon raising the Work Order, the assigned responsible person should receive a notification on the mobile device, which includes the facility and equipment details.
- Application should have a planner utility with which all activities should be planned or scheduled for
    - Timetable for future unplanned activities
    - Planner for scheduled activities
- Configuration panel
    - User management
    - Duty roster management
    - Privilege management
    - Activity management
    - Audit log management
    - Notification management
    - Escalation management
    - Work order creation management

- Dashboard, listings, reports and
    - Work order listings
        - Individual work order details
            - Time details
            - Location details (GIS coordinates)
            - Equipment details
            - Equipment cost details
            - Type of work order details
            - Work order owner details
            - Work order initiator details
        - User assigned
        - TAT defined
        - User travel time details
        - User expense details
    - User listings
    - User -> work order mapping
    - User activity log
    - User performance measures
    - User time management

- Escalation matrix

- The application should provide option to display list of the assigned Work Order to specific employee or work center.
- The application should provide option to list the opened maintenance orders's for specific facility (functional location) or for specific equipment.
- The application should be able to capture the travel time based on the user status of the maintenance orders and the GIS coordinate of the facilities / Functional locations.
- The actual working hours (per WO) for each resource need to be stored in system
- To have option on the application's configuration to enforce the user to scan the functional location's / equipment's barcode or to write it manually.
- The application should work in online and offline mode, all the data have to be synchronized with core system
- Option to create Material requests to Store or procurement department
- The security standards and methods have to be considered on all the mobile applications.
- All the applications should be compatible with the defined roles and authorizations with base system.

General and Technical Requirement

Technical and General requirements	
ARCHITECTURE VISION AND GUIDELINES	Event- driven, real time architecture
	Integrated real-time analytics
SMSC	Reconciliation process so that an action can be taken for failed notifications and resending can be invoked
DOWN STREAM SYSTEMS (FTP)	The system should be able to integrate with the downstream system such as external mediation, data warehouse, Revenue Assurance systems through the FTP and SFTP.
ARCHITECTURE VISION AND GUIDELINES	Master data management principles
Secure coding	Centralization of presentation layer
Network Infrastructure security	Cryptography
	Web Application Firewall
	Configurable with IPS/IDS
Access Management	User Access Management with Single Sign-in Option and Integration with Active Directory
	Management of Complete Audit Trail and Log of all System and User Level Changes/Updates
General	Implementation Timelines Must Be within eight Weeks (including installation, configuration, setup, data migration, etc.)
	Complete System/Data Security with Online Encryption
Integration	Integration with SMS, Email, Active Directory and Other Systems (where required)
LOG CREATION AND MAINTENANCE	Audit logs are stored in the DBMS.
	Log data is stored encrypted (optional), signed, compressed, indexed and time stamped (making it tamper proof)
	Standard Solution audit data will be provided for activity tracking.
Disaster recovery & High Availability	The software should support high availability and Disaster recovery mechanism.

	Will provide Purchaser with assistance and guidance related to DR Failover and Fallback procedures
	There should not be additional HA/DR licenses.
TECHNICAL DOCUMENTATION	Complete design document with HLD, LLD, system architecture and middleware application etc.), hardware software specification data sheet (network system etc.), detail PRI, HA and DR component.
	Documentation shall be clearly marked with its purpose, how it fits into the documentation structure, the version of the Software System it applies to and other relevant information to ensure the proper use of the documentation.
	Operations Manual shall give details of maintenance and problem management procedures.
	Commands and input/output formats for service analysis
	Commands and input/output formats for performance measurements
	Lists of all routines necessary for the system
	Instructions for retrieving and using log files and error/warning messages, and how to handle/resolve them.
	Problem management information
	Basic back-up and recovery information
	Instructions for normal control and maintenance procedures
	The Product Information manual shall give details of procedures required for the satisfactory operation of the Solution.
	Production configuration settings
	Solution specific OS, DB and Solution module configuration
	Basic API/Integration point configurations i.e. all extensions, the purposes thereof and the configured options
	System Data, Dimensioning and System Parameters shall be documented
	All functions used during the performance load test to measure and monitor volume shall be documented.
	Where applicable, documentation shall be available for changing of the system configuration caused by extensions of the equipment or introduction of new functions.
	The effect on the volume handling capacity of extensions of the hardware equipment shall be described. This shall include a description for a maximum system configuration.
	Whenever applicable, it shall be described how the capacity of the system is influenced by the introduction of new functions and services under defined conditions.
	The Supplier shall provide documentation on how to manage the capacity of the system
	The Supplier shall provide documentation on how to measure the current capacity utilization of system.
	Interface and configuration documentation shall include sufficient information for the Purchaser to do such Integration and Configuration, as are technically possible in the Software System.
	Architecture drawing of the system with all integration and configuration points
	Detailed description of all integration points, including APIs, and DB

	Detailed description of all configuration options, including guidelines for Integration and Configuration
	Documentation for the Solution shall be delivered together with the Solution, its Delivery, Upgrades or Releases in ample time for the Purchaser to review and distribute it for use.
Environment Setup and Configuration	Contractor will share all the configuration and environment setup steps used for preparing various components in the performance testing value chain architecture.
Hardware Configuration	Contractor will share required hardware configuration/fine tuning for performance testing in any of the components in the testing architecture value chain.
Application Layer Configuration	Contractor will share required application configuration/fine tuning for performance testing in any of the application components or in application on any of the component in testing architecture value chain. The application configuration might be different for different performance test cases.
Data Layer Configuration	Contractor will share required configuration or data changes in the data layer for preparing the data layer/database for different performance test cases. Changes in data will be required to scramble the original subscriber data (if applicable) for regulatory/audit compliance. The configuration changes will also be related to fine tuning the database for testing out database performance in different performance test cases.
Representative Work Load Generation	Contractor will share techniques/methodologies for generating appropriate and representative work load in the data layer/database. The workload should be different for different performance test cases.
Types of Performance Testing	Contractor should share the proposed the performance testing methodologies along with workload for different test cases, time for which different test cases will executed, agreed benchmark performance for each of the test case etc.
Baseline Testing	Contractor will perform the baseline testing and should share the testing methodology for baseline testing along with detailed analysis.
Stress Testing	Contractor will perform stress testing and share the testing methodology applied for stress testing along with detailed analysis. There should be clear and agreed understanding of the performance benchmark of the stress testing and proposals for fine tuning the performance in case of performance being not up to the set benchmark.
Penetration Testing	Contractor shall perform penetration testing and should share the test cases and penetration testing methodology for potential penetration threats.
Capacity Planning	Forecasting IT Infrastructure requirements in terms of both hardware and software to align capacity of IT Infrastructure and meet the current and future business goals. Vendor should share capacity planning and modeling techniques/methodologies for estimation of capacity of different components in the value chain. The vendor is mandated to provide the forecasting model for capacity planning and this model should be used in the subsequent operations to ensure the system is running with sufficient capacity and is in time for capacity upgrade to avoid degradation in performance throughputs

Purpose of Capacity Planning	Produce and maintain an appropriate and up-to-date capacity plan to align IT Infrastructure with future business requirements
Predictable and Consistent System performance	During performance testing, it should be possible to generate load such that the system will approach close to 100% system CPU resource usage.
Scalability Characteristics of Software	Contractor should share the scalability characteristics of the application software in cases of hardware scalability, data growth and addition or removal of a component in the architecture value chain.
Current Capacity	The Contractor is mandatory to dimension the initial system to handle traffic without capacity upgrades during first year of implementation and explain all calculations used.
Additional Capacity Estimation	Contractor to provide the forecasting model for capacity planning and this model should be used in the subsequent operations to ensure the system is running with sufficient capacity and is in time for capacity upgrade to avoid degradation in performance throughputs. Upgrade path should be known both horizontally and vertically. These requirements shall apply to both hardware and software upgrades. The vendor is mandatory to provide a realistic and cost effective technical architecture to ensure minimum downtimes or zero downtimes (if possible) in these upgrades. On top of this, the vendor shall delineate in details the processes to execute these updates and the accountability of each of the process step.
Access Control	Authentication
	Authorization
	Confidentiality
	Integrity
	Availability
	Data Access
	Administrative Interface
Monitoring	Audit trails
	Activity and access Logging
Secure coding	Session Management
	Exception Management
	Cookie Management
	Input Validation
	Obfuscation
Connectivity	Connectivity with external systems facilitated
	Security of Data in Transit
Privacy	Information Classification
	Encryption
	Screenshots permitted only to authorized users
	Printing permitted only to authorized users
Certification	ISO27001/PCIDSS/PADSS compliance
Technical	All Types of Online Setups & Configurations inclusive
	System/SMS/Email/Active Directory Integration (LDAP/SSO Supported)
	Administrative Review, Monitoring and Control

	Mobile Interface for Android, IOS, Windows Platform of Above Functionalities
	Cloud Based System (No Internal Hardware/Software/Licenses Required)
	Disaster Recovery and Business Continuity supported
	Data Segregation in case of Cloud
	Database Administration with Access & Rights Management
	100% System Availability
	Data Backup & Archiving
	Data & System Security, Privacy & Confidentiality
Training	The Supplier shall ensure that training is available on request of the Purchaser
	(i) Training for Representatives of the Purchaser
	(ii) Training for Technical Administrators
	(iii) Training for Business Administrators
	Tool Specific Training (i) The course shall be a theoretical and practical guide towards the usage of the tools required for the monitoring, optimization, testing, reporting and installation of the system. The vendor is urged to provide an outline for various levels of training in this regard. It is also important that the vendor elaborates on crucial techniques required for installation of the tools and various ways of using the tool for maximum usability.
	Tool Specific Training (ii) On completion of the course, participants should be able to use the tools for monitoring or reporting purposes etc.
	Development Training: (i) In order to build local competency supplier will provide revel event development trainings, these trainings will enable local resource to do new developments and to update the existing functionalities.
	The Supplier shall make available Training Material based on existing documentation, such as User Manuals and Operations Guide, for the standard courses to the Purchaser without any extra cost to the Purchaser. This Training Material shall be available in electronic format and available via internet or through other means that makes it readily available to the Purchaser.
	The Supplier shall provide customize training for the specific need of the Purchaser if required.
	The Purchaser shall be permitted to make video and/or audio recording of any training session, in whole or in part to use internally within the Purchaser.
	As part of the project delivery, the Supplier shall offer on-the-job training covering relevant areas of the Solution. The Purchaser shall be free to select any combination of regular, instructor-led training and on-the-job training.

	The Purchaser shall decide the number of participants in a training session.
	The supplier should provide training sessions for system knowledge transfer, whenever required by the purchaser.
	The Supplier shall enclose a complete training curriculum to this annex as part of the Agreement.
	The supplier should provide the training of complete source code including back end and front end services and continue with the training until the purchaser is satisfied. Furthermore, shall share the editable, human readable, customizable source code
	Complete knowledge transfer of source code which includes but not limited to: • Application Layer • Integration Layer • Processing layer • Database Layer • Security nodes
	All relevant training shall occur in the premises of Purchaser unless otherwise agreed in writing.
	Training materials for a course will be provided to the Purchaser prior to the start of the training session.
	The training sessions shall be delivered by experienced personnel with strong practical and theoretical experience in the subject matter that constitutes the objective of the training. The CV's of these trainee(s) should be shared with purchaser before the training session. Purchaser will share a formal signoff based upon the experience/qualification of the trainee(s).

Note: Final design requirements, plus all the custom base reports and other necessary process flow/BRD document will be discussed and shared with the successful bidder.

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) Rs. (2)	Total Cost (Incl. all Taxes) Rs (3=1x2)
a)	**Application**			
1	Maintenance Management System	Lump sum		
2	Support Services Cost	24 months		
			Total:	**A**
b)	**Additional Work**			
1	Additional Work/Changes after Go-live (If Required)	320 Estimated hours		
			Total:	**B**
c)	**Subsequent Support cost for additional years after completion of two years support**			
1	Support cost for year 3	12 Months		
2	Support cost for year 4	12 Months		
			Total:	**C**
			Grand Total	**X = A + B + C**

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 module.*
4) *The Purchaser may not utilize volume in Box X regardless of which payments to be made.*
5) *Payment against support and maintenance will be paid on monthly basis after submitting of all related documents.*
6) *Man hours mentioned in additional work are estimates, actual may vary.*

_____

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

Draft Service Level Agreement (SLA)

SERVICE LEVEL AGREEMENT FOR
<TYPE OF SERVICE>
BETWEEN THE <Party A>
AND
<Party B>

Revision History

Revision #	Date	Author	Comment
1.0	<YYYY-MM-DD>	<Your Name>	Original Document

Confidentiality Statement

<Party A> is the Customer requesting the Services mentioned in the SLA.

<Party B> is the Service Provider.

This document contains confidential and proprietary information of the <Party A> and <Party B>, which must be kept confidential. Duplication or use other than for evaluation purposes in connection with negotiating and implementing a definitive written agreement for the provision of application maintenance outsourcing services is strictly prohibited. This document must be returned to the <PARTY A> in the event such an agreement is not enacted.

Parties and Timeline

This service level agreement is between <Party B> and the <PARTY A> from <Start Date (YYYY-MM-DD)> to <End Date (YYYY-MM-DD)>.

- This service level agreement is effective as of the date of the signatures below. The <PARTY A> and <Party B> shall review the contract on quarterly based to determine if any modifications or amendments are needed to reflect the <PARTY A>'s support requirements and <Party B>'s services.
- The purpose of this service level agreement is to document the service delivery of <Party B> to the <PARTY A>. <Party B> shall deliver the services set forth in this document. The <PARTY A> shall pay for the services covered by this agreement.

Service Catalogue

<Party B> will provide the following services to the <PARTY A>:

Service	Description	Examples
User Support	Receive, document, and prioritize issue tickets and help <PARTY A> staff in the use of existing applications or services.	• Provide help desk support • Answer queries about applications. • Receive and document bug reports. • Collect and document requests for changes. • Share status of requests.
Problem Correction	Bring an application back to its original functionality before the problem arose. This may include a permanent fix or a temporary work	• Fix bugs. • Retrieve functionality after abnormal program terminations. • Complete root cause analysis.

	around until a permanent fix is found.	
Application Enhancement	Modify the functionality of an existing application.	• Apply new functionality. • Fulfil regulatory requirements. • Enhance run-time efficiency. • Modify applications based on new releases of hardware or software.
Process and Application Improvement	Assist <PARTY A> in planning the better use of applications to meet business strategy and goals. This is a proactive attempt by <Party B> to improve applications and processes, based on <Party B>'s increased application and business knowledge over time.	• Help <PARTY A> staff to make strategic decisions that meet business goals. • Provide functional, architectural and process improvements as required for the support and maintenance of the system areas in scope.
<Other Services>		

Reporting

The following processes will be used in order to manage the application maintenance outsourcing agreement:

Monthly Status Report

<Party B> to provide the <PARTY A> with a Monthly status report that gives an overall summary of the following:

- Project health
- On-going activities
- Completed tasks
- Upcoming milestones and releases
- Bug fixes
- Risk identification and mitigation plan
- Action items across different application areas

Monthly Review Meeting

Metrics will be tracked by <Party B>, summarized in a dashboard format, and discussed in a monthly meeting. This activity includes the following:

- Tracking unresolved issues from maintenance projects which impact the SLA
- Updating maintenance project progress and resolving critical issues
- Capturing agreements and disagreements and items needing escalation

Quarterly Review Meeting

A quarterly review meeting will include the following:

- The SLA will be reviewed with the IS managers involved and an amendment addendum will be created if required
- Review document prepared by <Party B> will include overall project status, issues list, metrics reporting, supporting reasons for metrics deviation, and items that need adjustment within SLA (e.g. scope, metrics, etc.)
- SLA changes will be tracked by version number and date

Reporting Service Levels

Type	Measurement
Monthly Status Report	Delivered at monthly intervals and not less than two business days before scheduled review meeting
Quarterly Status Report	Delivered at quarterly intervals and not less than five business days before scheduled review meeting

User Support and Problem Correction

The following procedures will be used to respond to problems that are received by the help desk. A problem is defined as an unplanned system event which adversely affects application processing or application deliverables.

Measurement period for User Support and Problem Correction SLAs is a calendar month. For example, if the SLA is not met during any particular month, deduction of one penalty will be applied to the invoice for only that month at the end of SLA.

Prioritization Approach

Service requests for problems received by the help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of <PARTY A> as a whole, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request. Critical, important, and supportive application functions are defined in the section below on Application Function Type, with a complete list of application functions included in this agreement listed in Appendix A.

Severity Code	Definition
1	A problem has made a critical application function unusable or unavailable and no workaround exists.
2	A problem has made a critical application function unusable or unavailable but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.

3	A problem has diminished critical or important application functionality or performance but the functionality still performs as specified in the user documentation.
4	A problem has diminished supportive application functionality or performance.

Application Function Type

The table below provides a brief definition of critical, important, and supportive application functions. See Appendix A for a complete list of the application functions included in this agreement.

Application Function Type	Description	Example
Critical	These application functions are critical to ensuring project efficiency or <PARTY A> reputation. Extended failure will impact profit or damage <PARTY A> reputation.	<Add functions as necessary…>
Important	These application functions are important to business productivity, but are not critical to profitability or <PARTY A> reputation.	<Add functions as necessary…>
Supportive	These applications support productivity, but are not essential to business effectiveness.	<Add functions as necessary…>

Response and Resolution Times

Severity codes are used in order to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved.

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution cut-off time	Penalty
1	1 hour	4 hours	Every 60 min.	8 hours	Penalty will be applied @5% of the support services cost of that month
2	4 hours	12 hours	Every 2 hours	2 working day	Penalty will be applied @5%of the support services cost of that month
3	8 hour	24 hours	Every 4 hours	4 working day	Penalty will be applied @5% of the support services cost of that month

4	16 hour	Next business day	Weekly	8 working day	Penalty will be applied @5% of the support services cost of that month

- **Initial Response** is when a ticket is opened and acknowledged by help desk staff.
- **Estimation Response** is when the user that logged the ticket is informed of an estimated resolution time.
- **Subsequent Responses** is the frequency with which the user that logged the ticket is updated on the resolution status.
- **Resolution** is the point at which the problem is resolved and the application function is returned to a usable and available state.

Application Availability

Availability is defined as the ability of an end user to access and execute any of the included application functions from a functioning workstation and live network connection. For an application to be available, all of its supporting systems must be operational.

Application Level	Business Hour Availability	Off-Hour Availability	Scheduled Down-Time	Condition	Penalty
Definition	*Monday - Friday* *8:30am-5:30pm PST*	*Monday – Friday* *5:31pm- 8:29am PST AND* *Saturday – Sunday* *8am – 8am PST*		if services suspended without information or Beyond stipulated time	Penalty will be applied @30% of the support services cost of that month
Critical	99.5%	99.5%	Sunday 12:01am – 8am PST	Beyond stipulated time	Penalty will be applied @25% of the support services cost of that month
Important	99%	98%	Sunday 12:01am – 8am PST	Beyond stipulated time	Penalty will be applied @20% of the support services cost of that month
Supportive	98%	98%	Sunday 12:01am – 8am PST	Beyond stipulated time	Penalty will be applied @10% of the support services cost of that month

- Any additional outages must be scheduled and approved by the <PARTY A> at least two weeks in advance, unless there is an emergency.

Response and Resolution Service Levels

Type	Measurement
Severity 1 Resolution	All Severity 1 problems are resolved in less than 4 hours.
	One or more Severity 1 problems are resolved in over 8 hours.
Severity 2 Resolution	95% of Severity 2 problems are resolved in 2 working days.
Severity 3 Resolution	95% of Severity 3 problems are resolved in 4 working days.
Severity 4 Resolution	95% of Severity 4 problems are resolved in 8 working days.
Response/Estimate	95% of Initial Response, Estimation Response, and Subsequent Response times are met.
End user satisfaction	95% of completed scores on problem resolution satisfaction survey have a rating of satisfied or very satisfied.
	80% of completed scores on problem resolution satisfaction survey have a rating of satisfied or very satisfied.
Maximum Problem Backlog	There are always less than <maximum> unresolved problems.
Maximum Problem Aging	No problem is older than 60 days.

- **End user satisfaction** is the rating provided by end users after the problem they logged is resolved.
- **Problem backlog** is the maximum number of unresolved problems.
- **Problem aging** tracks unresolved problems that are older than 60 days.

Application Availability Service Levels

Type	Measurement
Critical Application Availability	Availability exceeds 99.5% every day in a 1 month period.
	Availability falls below 99.5% for more than 2 days of the month during regular business hours.
Important Application Availability	Availability falls below 99% for more than 2 days of the month during regular business hours.
Supportive Application Availability	Availability falls below 98% for more than 2 days of the month during regular business hours.

Application Enhancement

Application enhancement projects involve functional enhancements made to a properly working application to accommodate new or changed user requirements. Examples include increasing an application's performance, enhancing a user interface, or optimizing code.

Application enhancements can be requested by the <PARTY A> or proposed by <Party B>. The <PARTY A> will prioritize the order in which enhancements are performed.

Project Management

<Party B> is expected to manage application enhancement projects in a structured, organized, and cost effective manner.

- **Measurement period** for Project Management SLAs is either the entire project span or the milestone completion span.

Project Management Service Levels

Type	Measurement
Project Delivery	Total elapsed days until delivery is more than 20% greater than planned.
	Total elapsed days until delivery is 20% less than planned.
Project Budget for Time and Material Based Projects	Total billed hours for the project are more than 10% greater than the planned hours.
	Total billed hours for the project are less than 80% of the planned hours.
Project Milestones	Total elapsed days until milestone completion is 20% less than planned.
	Total elapsed days until milestone completion is more than 20% greater than planned.
Documentation Updates (both technical and functional)	<Party B> provides documentation later than 1 week after user acceptance testing is completed.

Software Quality

<Party B> will apply appropriate process and practices in order to deliver high quality software to the <PARTY A> containing as few defects as is practical. Defects can include the following:

- Software bugs (*e.g.* errors or faults in source code or design that cause an application to produce an unexpected result).

- Software that is made up of working code but does not meet the initial requirements laid out by the <PARTY A> and described in the functional specifications.

Software Quality Service Levels

Type	Measurement
Success Rate at User Acceptance Test	More than 95% of user acceptance test cases in this month pass on the first execution.
	80% of user acceptance test cases in this month pass on the first execution.
Number of Severity 1 problems post production	There is no increase in the number of Severity 1 problems for 30 days after release to production
	There is more than a 15% increase in the number of Severity 1 problems for 30 days after release to production
Number of Severity 2 problems post production	There is no increase in the number of Severity 2 problems for 30 days after release to production.
	There is more than a 15% increase in the number of Severity 2 problems for 30 days after release to production
Number of Severity 3 problems post production	There is more than a 20% increase in the number of Severity 3 problems for 30 days after release to production.
End user satisfaction	**Less than 80% of completed scores on application enhancement satisfaction surveys have a rating of satisfied or very satisfied.**

** When compared to the most recent month in which there were no new application enhancements released into production.*

Process and Application Improvement

<Party B> will help the <PARTY A> to improve its applications and application maintenance processes over time, in line with the <PARTY A>'s business goals and strategy. As <Party B> gains increased application and business knowledge, it is expected that <Party B> will help the <PARTY A> to plan the better use of applications to meet business goals.

There are no SLAs associated with Process and Application Improvement.

Signatures

<Party B> and the <PARTY A> agree to the service levels and terms outlined in this agreement.

APPENDIX A – Application Functions

For <Party B>	For the <PARTY A>
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

Critical Application Functions

The critical application functions included in this agreement at the time of writing this document are listed below. In the future, new applications can be added by planning for appropriate knowledge transfer.

Application	Critical Functions
<Other applications>	

Important Application Functions

The important application functions included in this agreement at the time of writing this document are listed below. In the future, new applications can be added by planning for appropriate knowledge transfer.

Application	Important Functions
<Other applications>	

Supportive Application Functions

The supportive application functions included in this agreement at the time of writing this document are listed below. In the future, new applications can be added by planning for appropriate knowledge transfer.

Application	Supportive Functions

<Add applications as necessary>	