

**PUNJAB INDUSTRIAL ESTATES
DEVELOPMENT AND MANAGEMENT
COMPANY**

REQUEST FOR PROPOSAL (RFP)

“Procurement and Implementation of Enterprise
Resource Planning (ERP) Solution”

October, 2021

**Punjab Industrial Estates
Development and Management Company
(PIEDMC)**

Submission Date for Sealed Bids: 22nd December, 2021 (02:00 pm)

Punjab Industrial Estates Development and Management Company
Commercial Area (North), Sundar Industrial Estates,
Raiwind Road, Lahore.
Ph: 042-111-743-743

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1- Invitation to bids

Punjab Industrial Estates Development and Management Company (PIEDMC) was established by Government of the Punjab to facilitate the industrialist of Punjab. **PIEDMC has already implemented Community Version of Odoo software to automate its business processes. To scale up this implementation, PIEDMC invites sealed bids from Odoo partners registered with Income Tax, Sales Tax and Punjab Revenue Authority (PRA) and are on Active Taxpayers List of FBR (hereafter called as Bidders) fulfilling the criteria mentioned in bidding document for procurement and implementation of Open Source Enterprise ERP Solution.** All interested and eligible bidders are requested to go through complete document and provide the required information/documents mentioned in this RFP.

2- Instructions to bidders

The selection of procurement and implementation of ERP Solution providing firms/companies will base on Quality and Cost Based Selection Method. PIEDMC will adopt single stage two envelopes bidding procedure.

The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal". 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 PIEDMC. The PIEDMC shall evaluate the technical proposal in the manner prescribed in the document, without reference to the price and shall reject any proposal which does not conform to the specified requirements. During the technical evaluation no amendments in the technical proposal shall be permitted. After the evaluation and approval of the technical proposals, the PIEDMC shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period. The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders. The technical and financial proposal will be evaluated on the basis of PIEDMC evaluation criteria as provided in this document.

This document has different sections carrying information of eligibility, technical evaluation and terms of references to assist potential Bidders to develop their technical proposals. Bidders those will found eligible and qualify in technical evaluation will be short-listed for financial bids.

3- Conditions for eligibility

The successful bidder, fulfilling the following criteria, will be considered as eligible bidder for the bidding process of Provisioning, Installation and Commissioning of Odoo ERPs Solution supply;

- a) Firm having Gold or Silver status from Odoo.
- b) Have prior experience of working on similar projects of multinationals or large local and Public Sector Organizations.

- c) Experience of minimum 05 Odoo ERP successful implementations are mandatory.
- d) Registered with Federal Board of Revenue (FBR) and Punjab Revenue Authority (PRA) for taxation purposes.
- e) Provide affidavit on Rs. 100 stamp paper declaring that Firm/Company is not black listed by any Company, Government Agency/Authority (Original required).
- f) Affidavit on Rs. 100/- stamp paper, declaring that the Firm/Company has provided information / attached documents with the proposal are correct (Original required).
- g) The supplier or company must have local presence, an office in Pakistan preferably in Lahore. (Office address on signed letter head).
- h) Proven track record of implementing Odoo ERP Solutions to minimum 05 clients including Government clients. (copies of contract or work order by clients along with satisfactory performance certificate).
- i) Should have dedicated support department giving support to minimum 05 clients of Proposed Solution (List of support team).
- j) Evidence of firm's/company's registration / incorporation (Copy required).
- k) Income Tax and GST registration (Copy required).
- l) Regular tax payer (copy of last year Income Tax Return required).

Kindly fill all annexures required for the above qualification criteria and attach the supporting documentary evidences as mentioned in each annexure; and also sign the declaration form at the end of document and attach with your other documents.

4- Scope of job

High Level ERP Functionalities

The broader overview of the required functionalities in the ERP are following:

- Complete ERP solution.
- Process automation and Monitoring.
- Multi-dimensional Reporting.
- Excel integration.
- User friendly interface.
- Mobile Capabilities.
- Future road-map of product.
- Training and knowledge transfer.
- Train the trainers.

General Technical Requirements

- The system must be web-enabled (for remote locations).
- The software can be centrally maintained and administered.
- Built-in excel reporter and document tracking.
- Data import and export facility.

- Must have an access control module built-in to control input screens individually/group wise.
- Must have a complete audit trail system for each and every entry.
- Must have automated backup and recovery system.
- Must have built-in **Dashboards & Business Intelligence**.

System Requirements (Scope of Work)

a. Financial and Associated Modules for Head Office and Project Offices

- i. General Ledger.
- ii. Accounts Payable.
- iii. Accounts Receivable.
- iv. Fixed Asset.
- v. Cash & Bank.
- vi. Budget & Budget Control.
- vii. Variance Analysis of Budget versus Actual.
- viii. Financial statements.
- ix. Consolidate reporting for analysis of OPEX and CAPEX.
- x. Bank payments and collections.
- xi. Inter-company accounting, reconciliation and elimination.
- xii. Invoicing
- xiii. Expenses

b. HR & Payroll

- i. Employee's database.
- ii. Employee service information like Hiring, transfers, promotions, disciplinary actions.
- iii. Compensation & Benefits Administration.
- iv. Attendance Management System along with Leave Record at different locations.
- v. Track of employees' status, job titles, contract type and dates, and their schedule.
- vi. Payroll compilation.
- vii. Compliance with laws and regulations (Tax, Labor Laws etc.).
- viii. Produce Relevant Reports.
- ix. Time Attendance for each business unit.
- x. Integration with accounts.
- xi. Customized Dashboard per manager.
- xii. Customized Dashboard for employees to see their own account, managers for their teams, and administrator for the whole company.

c. Procurement

- i. Electronic approval and workflow.
- ii. Workflow to include all stages starting from Purchase to Payment (P 2 P).
- iii. Supplier database.
- iv. Integration with Invoice/Payments and Accounts.

d. Document Management System & eSign

(All incoming mail in hard copy format should be scanned and circulated electronically and similarly all outgoing mail in hard copy format should be first processed electronically)

- i. Assign documents to users, customers/vendors or Odoo documents (invoices, task, product, etc.).
- ii. Set multiple tags to structure documents per folder.
- iii. Custom validation process with tags and automated actions.
- iv. Document to be signed public and allow everyone to sign his own copy.
- v. Status notifications and get alerts as soon as documents are signed.
- vi. Drag & Drop feature to add Fields.
- vii. Content Management & Search Engine.

e. Marketing

- i. Email Marketing
- ii. Marketing Automation
- iii. Events
- iv. Helpdesk

f. Property Management

- i. Allotments
- ii. Possession
- iii. Utilities
- iv. Building Control Functions
- v. Approvals
- vi. Sale Deeds, Transfers, Mergers, Bifurcations, etc.
- vii. Federal & Provincial tax challans interfacing
- viii. Interfaced with "K"
- ix. Documents security features (Three Level authentication prior to printing).
- x. Owner CNIC interfaced module.
- xi. SMS alerts interfaced (any change messaging to owner).
- xii. Heightened Access Control module (for internal access control).

g. Inventory Management

h. Sales

- i. CRM of Property Management.
- ii. Sales (Plots/Order Management).
- iii. Integration with Accounts

i. Billing

- i. Electricity
- ii. Gas
- iii. Water
- iv. Sanitation
- v. Operation & Maintenance
- vi. Any other may configurable

j. Operation

- i. Project Planning & Monitoring
- ii. Risk Analysis
- iii. Working Paper Creation & Maintenance
- iv. Approvals

k. GIS Enabled Customer Portal

- i. Owner ship maps by encoding all the information of a resident in the map making it easy to maintain records.
- ii. Creating Maps with 3D images allowing customers to get 3d tour of location without visiting.
- iii. Using location-based data to find interests of people to sell right location plots.
- iv. Finding suitable location for important buildings such as mall etc.
- v. 3d models of an area.
 - a) The bidders are invited to submit a Technical Proposal and a Financial Proposal. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected bidder.
 - b) The bidders should familiarize themselves with assignment conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment, bidders are encouraged to visit the PIEDMC office before submitting a proposal and to attend a pre-proposal conference. Attending the pre-proposal conference is optional.
 - c) PIEDMC can increase or decrease the quantity of users.

5- Terms of Reference

Timeline for the implementation of proposed solution

System is needed to be operational after training and testing, within 6 months (132 Working Days) after the award of contract.

Project Timelines

The development and implementation task shall be completed and system should be fully operational within 132 working days from award of contact or earlier according to the following schedule. The following days are maximum working days allowed:

Milestone	Time
Submission of Scope Document	15 Days
Submission of Functional Specification and Detailed Analysis	20 Days
Submission of detailed Project Implementation Plan	10 Days
Delivery, Deployment & Customization of Software Modules	62 Days
Training and Delivery of User Manuals / Go Live	25 Days

Warranty, Support & Maintenance

The selected Bidder shall provide a warranty of one year from the date of acceptance against all defects/malfunctions/bugs in the system and shall, free of charge, make any corrections and modifications required to fix the problem during this period without any additional cost.

Twenty working days dedicated on-site support after Go Live.

Payment

- i. The Contractor shall submit an Application for Payment, in the prescribed form, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Software supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- ii. The Purchaser shall issue a Certificate of Payment to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Purchaser may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the Software supplied / non-satisfactory performance of the Services / the Works. The Purchaser may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- iii. The Purchaser shall pay the amount verified in the Certificate of Payment within thirty (30) days of receipt of a Certificate of Payment. The Purchaser shall make payment for the Software supplied, the Services provided and the Works done, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheques.

Payment Schedule

Payment to contract against deliverables for LOT-1 shall be made according to the following schedule:

Milestone	Payment Due
Mobilization Advance upon signing of Contract and after submission of performance guarantee	5%
Completion of work on 20% work	20%
Completion of work on 40% retail work	20%
Completion of work on 60% retail work	20%
Completion of work on 80% retail work	20%
Completion of the Scope and upon issuance of FAC (Final Acceptance Certificate)	15%

The Performance Security shall be upheld and will be released after the lapse of the warranty period.

Service Level Agreement (SLA)

PIEDMC may sign the annual service level agreement with the selected Bidder.

To provide ERP solution, successful bidder will agree on following terms of references:

- a) Proposals must remain valid for **90 days** after the opening of Proposal.
- b) Successful bidder will share financial bids for the required ERP Solution with agreed delivery time.
- c) The technical & inspection committee/team of PIEDMC will inspect and check the ERP Solution supplied at the time of the delivery/signoff. Payment will be made on receipt of satisfactory report from the said technical & inspection committee/team as per the signed contract.
- d) Successful bidder will bound to provide the ERP Solution within agreed timelines after issuance of work order.
- e) PIEDMC undertakes to pay valid invoice in full within thirty (30) days from the providing of invoice as per agreed deliverable.
- f) All applicable Govt. Taxes will be deducted in accordance with the provisions of Government Rules amended time to time.
- g) In case of any dispute regarding quantity, quality of service and specification, the decision of the PIEDMC shall be final & binding.

6- Guidelines

- a) Only short-listed applicants fulfilling the eligibility criteria will be considered for technical evaluation.
- b) All documents and information received by PIEDMC from applicants will be treated in strictest confidence.
- c) Documents submitted to PIEDMC will not be returned.
- d) All expenses related to participation in this bidding document shall be borne by the applicants.
- e) Documents shall be submitted in hard copies in a sealed envelope marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" The envelope containing hard copies of technical proposal and financial proposal shall be received on the postal address given below.

- f) The closing date and time for receipt of bidding proposal is **22nd December 2021 (02:00 PM)**.
- g) Sealed proposals received thereafter will not be accepted.
- h) PIEDMC reserves the right to request submission of additional information from applicants in order to clarify/further understand aspects of technical proposal, if required.
- i) PIEDMC reserves the right to verify any information provided by the Bidders.
- j) Questions about this technical proposal can be made only in writing: a letter or an e-mail and must be asked by **or before COB 15th December 2021**. For any other related information please contact the undersigned.

General Manager (Planning & Contract)

Punjab Industrial Estates Development and Management Company
Commercial Area (North), Sundar Industrial Estates,
Raiwind Road, Lahore.
Ph: 042-111-743-743

7- Technical Proposal

This document is governed by the procedure approved by PIEDMC management. The technical proposal of eligible organizations will be evaluated using the required criteria attached as Annexure – C and forms of technical proposal are given as Annex-E.

Technical proposal should contain;

- i. Covering Letter on company letter head.
- ii. Company Profile. (Including status, services offered, number of offices, credential & partnership status.).
- iii. Details of Technical Staff of Odoo ERP Solution.
- iv. Copy of authorized dealership certificate.
- v. Company registration document.
- vi. National Tax Number (NTN), GST and PRA registration certificate.
- vii. Company financial position (Previous 3 years audited accounts).
- viii. List of Minimum 5 clients including Government Sector for successful Odoo ERP implementations.
- ix. Proposal for ERP Solution. Must also including:
 - a. Detail GAP analysis along with Functional Designed Document (FDD).
 - b. Implementation detail plus Methodology.
 - c. Complete Hardware requirement in all aspects.
 - d. System maintenance service.
 - e. Customer support service.
 - f. Project Timelines.
 - g. Post Go Live for 2weeks (10 working days)

8- Financial Proposal

- i. The financial proposals of only eligible bidders with technically qualified specifications will be opened. Financial bid evaluation will be done on quality and cost basis of provision and installation of ERP solution given in Financial Bid Form "annexure – F".
- ii. It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- iii. All activities and items described in the Technical Proposal must be priced separately in Financial Proposal; activities and items described in the Technical Proposal but not

- priced, shall be assumed to be included in the prices of other activities or items. Bidders should express the price of their services in Pakistan Rupees.
- iv. Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal Form.
 - v. Financial proposal should contain;
 - a. Covering Letter on company letter head.
 - b. Detailed cost summary with separate retail costs of product (software, modules and licenses etc.), cost of services to be provided (implementation, maintenance, development and post-sale services etc.) and taxation.
 - c. Detailed cost for Hundred (100) Users of the system.
 - d. Development/Implementation cost with breakup.
 - e. Documentation cost.
 - f. Annual maintenance cost details.

9- Training Support

Selected company shall be responsible to train PIEDMC staff to maintain and handle the software.

10- Performance Guarantee

Successful bidder will be required to furnish a performance guarantee of 5% of the contract value and will be submitted before the contract signing.

11- Contract Type

PIEDMC will enter into a lump sum contract with the successful bidder. Further it would be extendable with the mutual consent of both the parties subject to satisfactory performance of the firm.

12- Pre-Proposal Meeting

A pre-proposal meeting will be held on **15th December 2021 at 03:00 PM** at PIEDMC office in order to clarify the requirement/expectations of PIEDMC and answering relevant queries of bidders.

13- Declaration

Kindly provide the declaration as per format provided below at the end of proposal. I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorized by the Governing Body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

Name	
Designation	
Signature	
Date and Place	

14- Submission of Bids (Technical and Financial Proposal)

Complete bid containing technical and financial proposal along with Bank Draft / Pay Order; all required information and documentary evidences may be submitted before **02:00 PM on 22nd December 2021**. Technical proposals will be publically opened on the same day **i.e. 22nd December 2021 at 02:30 PM** in the presence of bidder's representatives who wish to attend it.

Cover Letter for the Submission of Technical Proposal

[Firm

letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guide lines]

Re: Technical Proposal in respect of [Insert title of assignment] Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours

sincerely,

Signature

Name and title of signatory:

Important Note: The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PIEDMC 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 bids should be submitted in sealed envelope clearly mentioned "**Technical and Financial proposals for Implantation and Installation of the ERPs Solution to PIEDMC**"

Annexures

Annex – A

Organization Information			
S #	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organization		
3	National Tax Number		
	General & Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organization	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
	Others (Please specify)		
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		
	Address of printing set up		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

Annex – B

Eligibility Response Checklist			
Sr. No.	Necessary Eligibility Information	Response/Elaboration	
a	Certificate of Registration / Incorporation (Copy required)		Copies Attached
			Copies Not Attached
b	Regular tax payer Attach copy of tax returns of last year		Copies Attached
			Copies Not Attached
			Not applicable. Public sector organization
c	Mention National Tax Number (NTN) or General / Punjab Tax Number (GST and PST) in the name of Organization and provide a copy of registration	National Tax Number (NTN)	
		General & Punjab Sales Tax Number (GST & PST)	
d	The firm or company must have local presence, registered office in Pakistan and an office in Lahore		Profile or evidence of letter head is Attached
			Not Attached
e	Has your firm ever blacklisted by any government authority or any bi-lateral/multi-lateral financial institution? (MUST attach an undertaking by your firm's authorized person with this document)		We solemnly declare that our organization or any member of consortium has never been Suspended / debarred or blacklisted.
			Our organization has been blacklisted once or more than once.
f	Be a certified Gold or Silver partner of the Odoo ERP Solutions Vendor and a valid certificate to that effect should also be annexed with the bidding documents		Certificate Attached
			Not Attached
g	Minimum experience of 5 years in Odoo ERP Solution Implementation (copies of contract or work order by clients or delivery receipts) should be furnished.		Copies Attached
			Copies Not Attached
H	Proven track record of implementing Odoo ERP Solutions to minimum 05		Copies Attached

	clients including minimum 5 Government clients. (copies of contract or work order by clients)		Copies Not Attached
i	Should have dedicated support department giving support to minimum 05 clients of Proposed Solution (List of support team)		Copies Attached
			Copies Not Attached

Annex – C**Technical Evaluation**

The total amount of points allocated for the Technical and Organizational strength are 100.

Organizational Strength and Technical Expertise		
S/No.	Factors	Marks
1	ERP (Odoo based) Development Expertise & Clientele > 10 Clients = 25 6 – 10 Clients = 15 2 - 5 Clients = 5	Max: 25
2	List of Odoo certified professionals Odoo certification -15 Marks (5 per Certification)	Max. 15
3	Company Life. >= 10 Years – 20 5- 10 Years – 15 < 5 years - 5	Max 20
4	Partnership Status Gold: 15 Marks Silver: 10 Marks	Max 15
5	Odoo implementations in Public Sector Organizations 25 Marks (5 per organization)	Max 25
	Total	Max 100

Note: Verifiable and documentary proof of above credential should be provided in the proposal.

Note: Minimum 70 marks are required to qualify for financial bid opening.

Annex-D

Relevant Experience		
Sr. #	Required Information	Response (Please provide exact information with organization name, location/s and duration) Provide data in sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
		v.
2	Start and end dates of providing ERP Solution (For example – Jan 2005 to September 2013)	i.
		ii.
		iii.
		iv.
		v.
3	Number of users provided	i.
		ii.
		iii.
		iv.
		v.

List of current business with other organizations including government organizations

Sr. No	Name of Company/Organization	Current Business/Scope of Work	No of Employee	Annual Contract Volume	Approximate value of Business
1					
2					
3					
4					
5					

Annex – E

Key Management Staff of Company				
Sr #	Name of Management Staff	Designation	Area of Expertise	Number of years' in Company

May like to add more columns

Annex – E

**TECHNICAL PROPOSAL FORMS:
FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: Chief Executive Officer
PUNJAB INDUSTRIAL ESTATES DEVELOPMENT AND MANAGEMENT COMPANY
Commercial Area (North), Sundar Industrial Estates, Lahore.

Dear Sir,

We, the undersigned, offer to provide the services for **PROCUREMENT & IMPLEMENTATION OF ERP SOFTWARE** in accordance with your Request for Proposal dated _____;

we are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Bidder (if any, otherwise delete this line)*] ¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Services not later than the date indicated in tender document.

We understand you are not bound to accept any Proposal you

receive. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [DELETE IN CASE NO ASSOCIATION IS FORESEEN.]

**FORM TECH-2 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON COUNTERPART STAFF AND FACILITIES TO BE
PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided including: administrative support, office space, local transportation, Solution, data, etc.]

FORM TECH-3 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **CNIC No (if Pakistani):** _____ **or Passport No:** _____

6. **Education:**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** _____

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned [*List all tasks to be performed under this assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____
Year: _____ -do- _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative:

Annex – F

Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial

Proposal. FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Chief Executive Officer
PUNJAB INDUSTRIAL ESTATES DEVELOPMENT AND MANAGEMENT COMPANY
Commercial Area (North), Sundar Industrial Estates,
Raiwind Road, Lahore.

Dear Sir,

We, the undersigned, offer to provide the services of **PROCUREMENT & IMPLEMENTATION OF ERP SOLUTION** in accordance with your Request for Proposal dated

_____ and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amounts in words and figures¹]. This amount is inclusive of the taxes, which shall be levy on such services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.]

FORM FIN-2 SUMMARY OF COSTS

DETAILED COST IN PKR

SR.	ITEM	PER UNIT COST WITHOUT TAXES	QUANTITY	Total Cost without Taxes	Taxes	TOTAL COST WITH TAXES
1	Monthly Licensing Cost of 100 Users					
2	Installation, Customization and Training Cost					
3	Annual Fee for fully managed Service Level Agreement (SLA) for 100 Users					

Item	Total Cost of Financial Proposal (Lump sum)*
	[Indicate in PKR, in words and numbers]
Total Costs of Financial Proposal ¹	

Total Cost/Premium in Words (Inclusive of all applicable taxes):

Note:

1. Please mention the amount both in FIGURES and WORDS.
2. The Contract is on LUMP SUM COST basis. Only Lump Sum amount of Cost of agreement will be paid subject to eligible deductions & applicable taxes.

¹ _____ Indicate the total costs. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms provided with the Proposal & compatible with the Technical Proposal.

Bid Evaluation Process

The bid shall be awarded on Quality and Cost Based Selection (QCBS) taking into account the quality of the proposal and cost of the Services. Technical Bids will carry 70 % weightage and Financials bids will carry 30% weightage under QCBS selection process.

Final Evaluation Proposal would be ranked according to their Final Score arrived at by combining Technical and Financial Score as follows:

Weightage for the Technical Proposals is 70%

Firm's Score = (Points Obtained/Total Points) * 70

Weightage for the Financial Proposal is 30%

Firm's Score= (Minimum Bid Value/Bid in Consideration) * 30

Final Score = Technical Score + Financial Score

The firm achieving the highest Final Score will be declared the successful bidder and will be invited for the contract finalization.

I. Form of Contract

This CONTRACT AGREEMENT (this "Contract") made as of the [day] of [month], [year], between

[full legal name of the Purchaser] (the "Purchaser"), on the one part,

AND

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

RECITALS

WHEREAS,

- (a) Punjab Industrial Estates Development and Management Company, 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 Software/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 Software 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 Software 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 Partnership / Agency Certificate
 - j. Performance Security
 - k. Service Level Agreement (SLA) (if required)
 - l. Non-Disclosure Agreement (if required)
 - m. Any Standard Clause acceptable for Purchaser
4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

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 and on behalf of PIEDMC:

For and on behalf 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 Contract

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- 1.2. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 1.3. "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 1.4. "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Software / 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.
- 1.5. "Bidder" means the Firm/Company/Supplier/Distributers that may provide or provides the I.T related hardware/software etc., related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 1.6. "Site" means the land or locations, buildings and other wherein and upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the site.
- 1.7. "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 1.8. "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 1.9. "Contractor" means the person/firm/company whose Tender has been accepted and awarded letter of Intent followed by the Contract by the Purchaser.
- 1.10. "Sub-Contractor" means any person to whom execution of any part of the facilities and/or services including preparation of any design or supply of any equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 1.11. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.12. "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 Software or Services in question.
- 1.13. "Day" means calendar day.
- 1.14. "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 1.15. "FAC" means Final Acceptance certificate, which will be issued by the Purchaser to the Contractor after successful completion of the 12 months warranty/support/maintenance

period or after 12 months of issuance of PAC.

- 1.16. "Software" means set of programs, procedures, and routines associated with the operation of a computer system and execute specific tasks.
- 1.17. "PAC" Provisional Acceptance certificate, which will be issued by the Purchaser to the Contractor after receipt of the delivered Software/Services in good order and conditions and/or successful installation, testing & commissioning in to the service of the system under the contract.
- 1.18. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 1.19. "Prescribed" means prescribed in the Tender Document.
- 1.20. "Purchaser" means the Punjab Industrial Estates Development and Management Company of Pakistan (PIEDMC) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 1.21. "Performance Security" means Bank Guarantee, issued by a scheduled bank operating in Pakistan. The value of the Performance Security shall be 10% of the total contract value.
- 1.22. "Origin" shall be considered to be the place where the Software are produced or from where the Services are provided. The origin of Software and Services is distinct from the nationality of the Contractor.
- 1.23. "Tender Document" means Tender documents issued by PIEDMC for invitation of Bids/Tenders along with subsequent amendments and clarifications.
- 1.24. "Turn Key" means all the obligations of the Contractor, explicit or implicit arising directly or indirectly, required to complete the entire project in all respect to the satisfaction of PIEDMC under this Contract except obligations of PIEDMC explicitly described in this Contract.
- 1.25. "Services" means installation, configuration, development, deployment, implementation, testing, training, support, after sale service, etc. of Software and Services which the Contractor is required to provide to the Purchaser under the Contract.
- 1.26. "Works" means work to be done by the Contractor under the Contract.

2. 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.

3. Contract Documents and Information

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

4. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of Islamic Republic of Pakistan.

5. 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.

6. Standards

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

7. Commercial Availability

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

8. Intellectual Property Rights

The Contractor shall fully indemnify the Purchaser against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by use or possession of the service, software and equipment supplied by the Contractor. If at any time any allegation of infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by the use or possession of the service, software and equipment supplied by the contractor under the Contract is made or in the Contractor's reasonable opinion is likely to be made, the contractor may at its own expense modify or replace the service, software and equipment, without detracting from overall performance, the Contractor making good to the Purchaser any loss of use during modifications or replacement, so as to avoid the infringement.

9. Confidentiality of Information

- 9.1. The Contractor shall not, without the Purchaser prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, 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.
- 9.2. The Contractor shall not, without the Purchaser's prior written consent, make use of any documents or information except for purposes of performing the Contract.
- 9.3. Any documents, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Contractor's performance under the Contract if so required by the Purchaser.

10. Execution Schedule

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

11. Delivery

- 11.1. The Contractor shall indicate his delivery approach clearly specifying the requirements for deliverable, software and documentation.
- 11.2. The Contractor shall ensure that the Software/Services shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Purchaser that the Software/Services have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Software/Services or suitable replacements thereof to the site of delivery by the fastest available means including air freight.
- 11.3. The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance and training support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Software/Services to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

12. Installation and Implementation

- 12.1. 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.
- 12.2. The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- 12.3. The Contractor shall configure the system for high availability and reliability
- 12.4. The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system.
- 12.5. On some locations new system, shall be installed with existing system, and shall require close coordination between the Contractor and the Purchaser personnel.

13. Operation & Maintenance

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

14. Test Equipment & Tools

The Contractor shall evaluate the existing facilities and abilities of the Purchaser to accomplish corrective and preventive maintenance and support and will train Purchaser's IT personal on the identify additional skills related to the developed/deployed system.

15. Support

- 15.1. The Contractor shall ensure that the Services provided by the Contractor, under the Contract shall have no defect, arising from design, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Service/system.

16. Provisional Acceptance

- 19.1. The Contractor shall offer the systems for Provisional Acceptance Testing (PAT). The Contractor shall provide the supervisory personnel necessary to make proof of performance test as required in the Bid Documents and as approved by the Purchaser.
- 19.2. The Purchaser shall inspect and test the supplied Services provided or the Works carried

out, under the Contract, to verify their conformity to the Technical Specifications.

- 19.3. The inspections and tests shall be conducted at the premises of the Purchaser and the Contractor / its Sub- contractor(s) shall provide all-reasonable facilities and assistance, including access to drawings, design, and production data at no charge to the Purchaser.
- 19.4. The Purchaser may reject the Software/Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Software/ Services or Works or make all alterations necessary to meet the Technical Specifications, free of cost to the Purchaser.
- 19.5. Before offering the systems for acceptance testing, the Contractor shall propose acceptance test procedure, for the Purchaser's approval. The Purchaser may approve the procedure as proposed, or after such modifications as are deemed necessary for proof of performance.
- 19.6. Nothing contained in any clauses of this document, in any way, release the Contractor from any Warranty or other obligations under the Contract.

20. Final Acceptance Certificate

The final acceptance certificate (FAC) will be issued subject to the issuance of PAC and completion of training as per Clause 45 of this contract.

21. Warranty

- 21.1. The Contractor shall further warrant that the Software/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Software/Services.
- 21.2. This warranty shall remain valid for 12 (twelve) months after issuance of last PAC by Authorized Representative certifying receipt of Software/Services in good order and condition and shall be included in the cost.
- 21.3. The Contractor shall clearly mention Terms and Conditions of service agreements for the Software supplied after the expiry of initial warranty period.
- 21.4. The Warranty Period shall start after issuance of last PAC by Authorized Representative certifying receipt of Software/Services under this contract are in good order and condition
- 21.5. The Purchaser shall, by written notice served on the Contractor, promptly indicate any claim(s) arising under the warranty.
- 21.6. The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Software/Services, without any cost to the Purchaser.
- 21.7. If the Contractor, having been notified, fails to remedy the defect(s) within the prescribed time period, the Purchaser may proceed to take such remedial actions as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the contractor under the Contract.
- 21.8. The Contractor shall promptly correct at no cost to the Purchaser, any defect in any work of correction executed previously, upon receipt of written notice of defect
- 21.9. 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.

22. Ownership of Software and Replaced Components

Software to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Software are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies after successful replacement of the same.

23. Payment

- 23.1. The Contractor shall submit an Application for Payment, in the prescribed form, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Software supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- 23.2. The Purchaser shall issue a Certificate of Payment to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Purchaser may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the Software supplied / non-satisfactory performance of the Services / the Works. The Purchaser may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- 23.3. The Purchaser shall pay the amount verified in the Certificate of Payment within thirty (30) days of receipt of a Certificate of Payment. The Purchaser shall make payment for the Software supplied, the Services provided and the Works done, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheques.

24. Payment Schedule

Payment to contract against deliverables for shall be made according to the following schedule:

Milestone	Payment Due
Mobilization Advance upon signing of Contract and after submission of performance guarantee	5%
Completion of work on 20% work	20%
Completion of work on 40% retail work	20%
Completion of work on 60% retail work	20%
Completion of work on 80% retail work	20%
Completion of the Scope and upon issuance of FAC (Final Acceptance Certificate)	15%

The Performance Security shall be upheld and will be released after the lapse of the warranty period.

25. Price

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

26. Change of Order

- 26.1. The Purchaser may at any time, by written order given to the Contractor, make change within the general scope of the Contract in any one or more of the following:

- 26.2. Drawings, designs or specifications, where Software are to be furnished under the Contract are to be specifically developed for the Purchaser.
- 26.3. The method of shipment or packing.
- 26.4. The place of delivery; and
- 26.5. The services to be provided by the Contractor.
- 26.6. A change of 15% quantity of Software and/or 15% of the Contract price specified in the schedule of requirements without any change in the unit price or other terms and conditions.
- 26.7. If any such change causes an increase or decrease in the cost of or the time required for the Contractor' performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this paragraph must be asserted within fifteen (15) days from the date of Contractor's receipt of the changed order. Equitable adjustment shall be such that unit rate does not increase from original Contracted rate.

27. Contract Amendment

- 27.1. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all/any of the Software/the Services/the Works, in whole or in part.
- 27.2. The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.
- 27.3. The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.
- 27.4. The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 27.5. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

28. Assignment / Subcontract

- 28.1. 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.
- 28.2. The Contractor shall guarantee that any and all assignees / Sub-Contractors 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.

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

30. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the Contract Price which is attributable to such part of the Software / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s), provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

31. Blacklisting

31.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or Letter of Intent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

31.2. If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract, during procurement process or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

32. Forfeiture of Performance Security

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

32.2. 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.

33. Termination for Default

33.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

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

34. Termination for Insolvency

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

35. Termination for Convenience

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

35.2. The Software 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 Software, the Purchaser may elect:

35.2.1. to have any portion thereof completed and delivered; and/or

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

36. Force Majeure

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

36.2. 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.

36.3. 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.

37. Dispute Resolution

37.1. 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.

37.2. 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 award shall be final and binding on the parties.

38. Statutes and Regulations

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

38.2. 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.

39. 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.

40. 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.

41. Authorized Representative

- 41.1. 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.
- 41.2. 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.
- 41.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 41.4. 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.
- 41.5. Any failure of the Authorized Representative to disapprove any Software or Services or Works shall not prejudice the right of the Purchaser to disapprove such Software or Services or Works and to give instructions for the rectification thereof.
- 41.6. If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

42. 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.

43. Training

- 43.1. The Contractor shall arrange and undertake a comprehensive master training program for the staff nominated by the Purchaser to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Software to be supplied under the Contract.
- 43.2. Training along with material, stationary & literature will be arranged by the Contractor free of cost. This cost must be shown separately in the price schedule if training price is not mentioned separately then it will be considered free of cost (FOC).
- 43.3. 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 and proceed to implement suitable remedial measures after consultation with them.

44. Documentation

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

SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Performance Security	<p>The successful Contractor shall furnish Performance Security as under:</p> <ul style="list-style-type: none"> • within fifteen (15) working days of the receipt of the Acceptance Letter from the Purchaser; • in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; • for a sum equivalent to 5% of the contract value; • denominated in Pak Rupees; • Have a minimum validity period of twenty (12) months from the date of Signing of Contract or until the date of expiry of warranty period, whichever is later.
Completion of Project and Start operation of Services after installation, configuration, deployment, commissioning, testing, and training	<ul style="list-style-type: none"> • Six months after the award of contract.
Liquidated damages for failure / delay in supply / installation / configuration of Software / Services / Works by the Contractor	<p>Liquidated damages shall be levied @ 0.25% of the Contract Price which is attributable to such part of the Software / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price. (This penalty will also be invoked on the commitments given by the Contractor in the technical proposal)</p>