

TENDER DOCUMENT

PUNJAB FORENSIC SCIENCE AGENCY (PFSA)

PURCHASE OF COMPUTER FORENSIC SOFTWARE

FSA-393



PUNJAB FORENSIC SCIENCE AGENCY (PFSA)
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1. Definitions

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

- i. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- ii. "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.
- iii. "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.
- iv. "Bidder/Tenderer" means the Firm/Company/Supplier/Distributers that may provide or provides the same Softwares, etc and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- v. "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- vi. "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.
- vii. "Contractor" means the person whose Tender has been accepted and awarded letter of Intent followed by the Contract by the Purchaser.
- viii. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- ix. "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 apportionable to the Goods or Services in question.
- x. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- xi. "Day" means calendar day.
- xii. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.
- xiii. "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- xiv. "Goods" means software, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- xv. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- xvi. "Prescribed" means prescribed in the Tender Document.

- xvii. "Purchaser" means the Punjab Forensic Science Agency (PFSA), 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.
- xviii. "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.
- xix. "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- xx. "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- xxi. "Works" means work to be done by the Contractor under the Contract.
- xxii. Department: Punjab Forensic Science Agency (PFSA)
- xxiii. Government: Government of the Punjab
- xxiv. PPRA: Punjab Procurement Regulatory Authority
- xxv. PPRA Rules: Punjab Procurement Rules, 2014, as amended from time to time

2. Important Note:

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

3. 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.

4. Invitation to Bid

4.1 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/PublicPages/prorules1.aspx>

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

4.2 Mode of Advertisement(s)

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

All prospective bidders are required to enclose photo copy of DD/P.O. of Rs. 2000/- in favor of **“Director General, Punjab Forensic Science Agency”** with the bids, OR Original Receipt of Tender Purchased, **else wise the bid will stand rejected.**

4.3 Type of Open Competitive Bidding

As per Rule 38, 2(a), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the original & duplicate financial proposal and the original & duplicate technical proposal;
- ii. The envelopes shall be marked as **“ORIGINAL FINANCIAL PROPOSAL”** and **“ORIGINAL TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion;
- iii. The second envelopes shall be marked as **“DUPLICATE FINANCIAL PROPOSAL”** and **“DUPLICATE TECHNICAL PROPOSAL”** in bold and legible letters also;
- iv. Initially, only the envelope marked **“ORIGINAL TECHNICAL PROPOSAL”** shall be opened;
- v. The envelope marked as **“ORIGINAL FINANCIAL PROPOSAL”** and all duplicate proposals shall be retained in the custody of the procuring agency without being opened;

- vi. The Purchaser shall evaluate the proposals in a manner prescribed in Section 21 & 22 of this document and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- vii. During the technical evaluation no amendments in the technical proposal shall be permitted;
- viii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- ix. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders as Rule No. 38 (2)(a)(vii) of PPRA Rules 2014.

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

4.4 Bidding Details (Instruction to Bidders)

All bids must be accompanied by a bid security equivalent PKR (**CDR/Payorder/Demand Draft/bankers Cheque issued by any scheduled Bank of Pakistan**) of 2% of the estimated amount Rs. 89,919,000/- **in favor of “Director General, Punjab Forensic Science Agency, Lahore.”**

The bids along with the bid security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box, placed at reception of Punjab Forensic Science Agency, Lahore on or **before 1100 hrs no later than 21-04-2022**. The Technical bids will be publicly opened in the Punjab Forensic Science Agency, **Head Office: PFSA Thokar Niaz Baig, Multan Road, Lahore, at 1130 hours** on the same day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications must be received in writing to the Purchaser within three (03) working days from the date of tender issuance. Any query received after three days shall not be entertained. All queries shall be responded within due time. PFSA may host a Q&A session, if required, at PFSA premises (Punjab Forensic Science Agency, **Head Office: PFSA Thokar Niaz Baig, Multan Road, Lahore**). All Bidders shall be informed of the date and time in advance.

The bidder must submit bids on the basis of complete Tender Document. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on **“Determination of Responsiveness of Bid”** regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

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

Primary Contact

Director (Admin & Finance),
Punjab Forensic Science Agency
Lahore

Secondary Contact

Purchase Section

Punjab Forensic Science Agency

Lahore

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 only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

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

The Purchaser reserves the right to cancel the tender, at any time prior to the acceptance of a bid or proposal without assigning any reason thereof as per Rule No. 35 of PPRA Rules 2014.

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 as Per Rule No. 21 of PPRA Rules 2014.

5. 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.

6. Notice

6.1 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:

6.1.1 in writing;

6.1.2 issued within reasonable time;

6.1.3 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

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

7. Tender Scope

Punjab Forensic Science Agency (PFSA), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for the **Purchase of Computer Forensic Software** (herein after referred to as "the Goods")

8. Tender Eligibility

8.1 Eligible Tenderer is a Tenderer who is an authorized service provider by the principal.

8.1.1 has a registered office in Pakistan;

8.1.2 has required relevant experience

- 8.1.3 is manufacturer of Software / provider of Services or authorized dealer / agent of original manufacturer of Software / provider of Services.
- 8.1.4 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.
- 8.1.5 Software and Services can only be supplied / sources / 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 Software are produced or from which the Services are provided. Software 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.

9. Tender Cost

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

10. Consortium

Bids submitted by a consortium of two companies or partners (maximum) shall comply with the following requirements:

- Consortium/Local partner shall have credibility and shall provide references in financial strengths.
- The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners.
- One of the partners shall be authorized to be lead partner; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- The partner Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the consortium.
- A copy of the agreement entered into by the consortium partners shall be submitted with the Bid

11. Examination of the Tender Document

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

12. Clarification of the Tender Document

The prospective bidders may solicit clarification of the Tender Document, within 03 working days after issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders if deems to be shared to all bidders.

13. Amendment of the Tender Document

- 13.1 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, 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.
- 13.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.

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

14. Preparation / Submission of Tender

14.1 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

14.2 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative.

14.3 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 Duplicate**. In the event of any discrepancy between the original and the duplicate, the duplicate shall govern to the extent of any discrepancy pointed out after opening of the bids.

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

14.4.1 Technical Proposal Form (Annexure-A)

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

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

14.4.4 Evidence of conformity of the Software / the Services / to the specifications given in Tender Document

14.4.5 Undertaking and Evidence that the quoted Software are genuine, brand new, non- refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials

14.4.6 Technical Brochures / Literature.

14.4.7 Copy of bid security.

14.5 **The Financial Proposal shall comprise the following:**

14.5.1 Financial Proposal Form (Annexure-B)

14.5.2 Price Schedule (Annexure-C)

14.5.3 Tender Security (equivalent PKR **02% of the estimated amount in shape of CDR/Payorder/Demand Draft/bankers Cheque**)

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

Original Technical Tender for
Tender Name. [Number of Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

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

Duplicate Technical Proposal for
Tender Name. [Name of Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

14.7 The Tenderer shall follow the same process as stated above vide clause **No. 14.6 & 14.6.1 for the Financial Tender.**

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

Original Tender for
Tender Name. [Name of Tender]
Strictly Confidential
Open on [Last Date of submission of the Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

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

Duplicate Tender for
Tender Name. [Name of Tender]
Strictly Confidential
Open on [Last Date of submission of the Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

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

14.10 The Tender shall be mailed to reach and dropped in the Tender Box placed at the Reception of the Purchaser's office, during office hours, up to due date and time.

14.11 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, copies, certificates, brochures, literature, drawings,

letters, forms and all relevant documents as part of the bids submitted by the tenderer. Noncompliance with the same will cause the rejection of bid at the time of opening.

15. Tender Price

- 15.1 The quoted price shall be:
 - 15.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 15.1.2 on C&F basis (Lahore International Airport, Lahore basis including all charges)**
 - 15.1.3 17% Sales Tax & 3% Additional Sales Tax imposed by the Govt. of Pakistan after approval of “Mini Budget” Finance Supplementary Act, 2022 will be paid by the Contractor at the time of clearance of shipment at Lahore Airport (if applicable) and same will be paid to the contractor by PFSA on production of receipts.**
 - 15.1.4 in US\$ or other foreign Currencies;
- 15.2 For the purpose of evaluation of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate of those currencies, prevailing on the date of opening of Financial Bids as Rule No.32 of PPRA Rules 2014.
- 15.3 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 15.4 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

16. Bid Security

- 16.1 The Tenderer shall furnish the Tender Security as under:
- 16.2 **As part of financial bid envelope failing which will cause rejection of bid.**
 - 16.2.1 equivalent PKR **02% of the estimated amount**
 - 16.2.2 in the form of CDR/Payorder/Demand Draft/Banker’s Cheque denominated in Pak Rupees;
- 16.3 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
 - 16.3.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 16.3.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

17. Tender Validity

The Tender shall have a minimum validity period of one hundred & twenty (120) days from the last date for submission of the Tender. Further extension if required be obtained as per PPRA Rules, 2014.

18. Modification / Withdrawal of the Tender

- 18.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 18.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

19. Opening of the Tender

- 19.1 Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation.
- 19.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 19.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

20. Clarification of the Tender

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

21. Determination of Responsiveness of the Bid (Tender)

- 21.1 The Purchaser shall determine the substantial responsiveness of the Tenderer / bidder to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to oral evidence. A substantially responsive Tender is one which:
- 21.1.1 meets the Technical Specifications for the Goods / the Services;
 - 21.1.2 meets the delivery period / point for the Goods / the Services;
 - 21.1.3 offers fixed price quotations for the Goods / the Services;
 - 21.1.4 is accompanied by the required Bid Security as part of financial bid envelope and copy will also attached with technical proposal;**
 - 21.1.5 The original document attached with technical bid envelope;
 - 21.1.6 is otherwise complete and generally in order;
 - 21.1.7 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 21.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

22. Correction of errors / Amendment of Tender

- 22.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 22.1.1 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.
 - 22.1.2 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.

- 22.1.3 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.
- 22.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 22.3 No credit shall be given for offering delivery period earlier than the specified period.
- 22.4 The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.

23. Rejection / Acceptance of the Tender

- 23.1 The Purchaser shall have the right, at his exclusive discretion, to increase the quantity of any or all item(s) without any change in unit prices or other terms and conditions as per PPRA Rules,
- 23.2 Accept a Tender or reject tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 23.3 The Tender shall be rejected if it is:
 - 23.3.1 substantially non-responsive; or
 - 23.3.2 submitted in other than prescribed forms, annexures, schedules, charts, drawings, documents / by other than specified mode; or
 - 23.3.3 incomplete, un-sealed, un-signed, partial, conditional, alternative, late; or
 - 23.3.4 subjected to cuttings / corrections / erasures / overwriting; or
 - 23.3.5 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 23.3.6 the Tenderer has conflict of interest with the Purchaser; or
 - 23.3.7 the Tenderer tries to influence the Tender evaluation / Contract award; or
 - 23.3.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
- 23.4 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.
- 23.5 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

24. Acceptance Letter (Letter of Intent)

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

25. Performance Security

- 25.1 The successful Tenderer shall furnish Performance Security as under:

- 25.1.1 within thirty (30) days of the receipt of the Acceptance Letter from the Purchaser;
 - 25.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;
 - 25.1.3 for a sum equivalent to 10% of the contract value;
 - 25.1.4 denominated in equivalent Pak Rupees;
 - 25.1.5 have a minimum validity period of 05 Year from the date of installation of software (Extendable as desired by Purchaser)
 - 25.1.6 The period of 10% Bank Guarantee will start from the date of installation of software.
- 25.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- 25.2.1 If the Contractor commits a default under the Contract;
 - 25.2.2 If the Contractor fails to fulfill any of the obligations under the Contract;
 - 25.2.3 If the Contractor violates any of the terms and conditions of the Contract.

26. Evaluation Criteria

IMPORTANT NOTE: -

All the applicants to please note that as per PPRA Rules and Regulations, all the documents/statements submitted by Interested Parties are under Oath.

Any document/statement provided if proved false, mis-stated, concocted, or incorrect at any time during or after bidding process will result into permanent dis-qualification and black-listing of the firm/Company/Partners.

PASS MARKS: Based on conditions listed in this document, Proposal not meeting the criteria will be rejected.

The Firms who have duly complied with the Qualification and Evaluation Criteria against each item will be eligible.

If the Evaluation Committee deemed necessary further clarification or information, it is the responsibility of the Supplier to provide such information in the span of time mentioned in such case. Failure to do so would lead to disqualification. The proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

PARAMETERS OF EVALUATION CRITERIA

The Firm/Company securing less than 80% marks will be disqualified

-Total Marks: 100

=Qualification Marks 80 (80%) + Mandatory

Category	Description	Points		Compliance/ Points
Legal (Mandatory) For local partners.	Income Tax Registration	Mandatory		
	General Sales Tax Registration (Active)	Mandatory		
	Professional Tax Certificate 2021-22	Mandatory		
	Principal's Authorization letter required in favor of company	Mandatory		
	A company must provide email / contact / helpline of principal engineer for support during license period: Support must be provided for Bugs / Failures, technical glitches, updates, installation guide, product activation of customer.	Mandatory		
	Undertaking that the firm is not blacklisted and involved in litigation with Government	Mandatory		
Technical Compliance	Conformance to the technical Specification sheet	Mandatory		
Financial strength, For local partners	Financial Bank Statements (01-01-2019 to 31-12-2021) (last 03 Year) (Max Points 30)	80-90 million	5 Points	
		90-100 million	15 Points	
		100+ million	30 Points	
Professional Staff (Technical)	Total No. of technically qualified employees in the company in the field of IT (CVs with educational certificates & Training certificates should be attached) (Max Points 30)	5-7	10 Points	
		8-12	15 Points	
		13-16	20 Points	
		16+	30 Points	
Satisfied Customers	Total No. of Satisfied Customers (List & Satisfaction letter of Customers (Max Points 30) Please do provide valid email addresses & contact numbers of the customers.	2-4	05 Points	
		5-7	10 Points	
		8-10	20 Points	
		10+	30 Points	
Office Location	Local Offices (Max Points 10)	Lahore	10 Points	
		Others	01 Points	

Note:

- Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable prove.
- The bidder should provide contact details of Principle / Manufacturer for the validation of the service training / Authorization Certificate. If the procuring agency doesn't get a response from the provided contact within specified time, the Bidder shall be awarded with Zero Points.
- **No compromise shall be made on minimum requirements of qualifying marks.**
- Criteria, sub criteria and marking system for the evaluation of applicants shall be as under:
- No amendment in the technical proposal shall be permitted during the Technical Evaluation.
- After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals.
- Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.

GENERAL CONDITIONS OF CONTRACT

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.

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.

Standards

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

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 Goods shall have been sold, installed and operational in more than two installations initiated under two separate contracts by manufacturer globally.

Patent Right

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

Packing

-Packing as per original Manufacturer Standards

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

Insurance

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

Labeling

- The Goods supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme provided by the Purchaser. All

networking software, cables, connectors, ports, boxes shall be clearly labeled.

Delivery

- The delivery period will be the 06 months after opening of Letter of Credit (LC).
- The Service shall remain at the risk and under the physical custody of the Contractor until the delivery and testing of the Goods is completed.
- The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.
- 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 also provide maintenance, supply and procurement support necessary to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price/Bid Price.

Safety

- The Contractor shall be responsible for the embedding of safety features in the inherent design of the software, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and software.
- The Contractor shall be responsible for the addition of fluent warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.
- The Contractor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

Inspection

- The Purchaser shall inspect and test the Goods supplied, the Services provided or the Works carried out at purchaser's site, under the Contract, to verify their conformity to the Technical Specifications.
- The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary free of cost to meet the Technical Specifications within fifteen (15) working days.

Taking-Over Certificate

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

Warranty

- The Contractor shall provide Manufacturer's warranty of supplied software as mentioned in

the specification from the date of installation of software. During the warranty period the contractor shall ensure remedy, at his expense (including labor & Spare Parts), all defects in design, materials and workmanship that may develop or are revealed under normal of the goods/services.

- The Contractor shall warrant to the Purchaser that the Goods/Services supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.

Training

- The Contractor shall be liable to provide on-site training of the people nominated by the Purchaser. The Contractor shall have to bear all the expenses (Boarding, lodging, certification, etc.) of the training.

Ownership of Goods and Replacement of Components/Software

- Goods/Software to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods/Software are taken over by the Purchaser. Defective Components/Software to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

Payment

- **PAYMENT SCHEDULE:**

Sr. #	DESCRIPTION	PAYMENT
1	Letter of Credit	<ul style="list-style-type: none"> • 100% of total cost in US\$ or other foreign currency • The Letter of Credit will be opened through The Bank of Punjab.

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.

Stamp Papers for the contract Signing

As per Section 22(A)(b) of Schedule –I, Stamp Act 1899 read with Finance Act 1995(Act-IV of 1995) Government of the Punjab, The Contractor shall provide ‘stamp papers/Stamp Duty’ worth of 0.25% of the total contract/Purchase Order Value for the signing of Contract to the PFSA.

Assignment / Subcontract

- 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.
- The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part under the contract, comply fully with the terms and conditions of the Contract applicable to such part under the contract.

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.

Liquidated Damages

- Contractor will do the installation, commissioning, operational training, test run/ Validation within eight (12) weeks of the arrival of the Software at Purchaser's site. If the Contractor fails to do the same, the Contractor will pay a sum of one percent (1%) of contract value per week of related unit / software as liquidated damages. Total liquidated damages payable to the Purchaser shall not in any case exceed by ten percent (10%) of the total price of related unit / software.

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

Termination for Default

- 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 to the Contractor, indicate the nature of the default(s) and terminate the Contract without any compensation to the Contractor. Provided that the termination of the Contract shall be restored to only if the Contractor cures its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.
- If the Purchaser terminates the Contract for default, 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.

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

Termination for Convenience

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

Force Majeure

- The Contractor shall not be liable for forfeiture of its Performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 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.
- 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.
- 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.
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Dispute Resolution

- 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.

Statutes and Regulations

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

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.

Authorized Representative

- The Purchaser 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.
- The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Contractor.
- Any such delegation or revocation shall be in writing and shall not take effect until notified

to the other parties to the Contract.

- 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.
- Any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Purchaser to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- 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.

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.

Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Tender Security	The Contractor shall furnish the Tender Security as under: for the whole Tender; for a sum equivalent to 2% of the estimated Price; denominated in Pak Rupees;
Liquidated damages for failure of installation / configuration of Goods / Services / Works by the Contractor	CONTRACTOR will do the installation, commissioning, operational training, test run/ Validation within eight (12) weeks of the arrival of the software at CONSIGNEE'S site. If the CONTRACTOR fails to do the same, the CONTRACTOR will pay a sum of one percent (1%) of contract value per week of related unit / software as liquidated damages. Total liquidated damages payable to the CONSIGNEE shall not in any case exceed by ten percent (10%) of the total price of related unit / software.

Technical Proposal Submission Form

[Location, Date]

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

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-B

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

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

Dear Sir,

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, 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:

Price Schedule/ Financial Cost Sheet
Must be filled separately

S. No.	Item Description	Price per unit with Freight (C&F US\$)	Total Cost with freight (No. of units X unit cost) in US\$

Total Cost (in words). _____

Date _____

Place _____

Signature of authorized person

Name:

(Company Seal)

 In the capacity of
 Dully authority by

Note:

17% Sales Tax & 3% Additional Sales Tax imposed by the Govt. of Pakistan after approval of "Mini Budget" Finance Supplementary Act, 2022 will be paid by the Contractor at the time of clearance of shipment at Lahore Airport (if applicable) and same will be paid to the contractor by PFSA on production of receipts. This cost shall not include in the prices schedule / financial cost.

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

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

Endorsed

- 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:

UNDERTAKING

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

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

AFFIDAVIT

Integrity Pact

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

Signature & Stamp

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

Notary Public

PERFORMANCE SECURITY FORM

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

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

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

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or

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

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

This guarantee shall remain valid up to _____.

Date this _____ day of 20____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter Called the “Agreement”) MADE ON THE

_____.

BETWEEN

“Director General, Punjab Forensic Science Agency, Home Department, Government of the Punjab, Old Multan Road, Thokar Niaz Baig, Lahore Pakistan.

(Hereinafter referred as party of the First Part / the “**CONSIGNEE**” and shall mean and include their respective heirs, successors, legal representatives, and assignees)

AND

M/S _____

(Hereinafter referred as party of the Second Part / the “**CONTRACTOR**” and shall mean and include successors, legal representatives, and assignees)

WHEREAS the CONSIGNEE is desirous that certain Works, Supply, Installation and putting the instruments into operation against Tender Ref: **FSA-393 (Purchase of Computer Forensic Software)** Final Proforma Invoice No. _____ and has accepted Letter of Acceptance No. _____ by the CONTRACTOR for the execution and completion of such Works and the remedying of any defect therein.

Contract No. **FSA-393 (Purchase of Computer Forensic Software)**

Proforma Invoice No. _____

Beneficiary Name / Address: _____

1. WHEREAS the **CONSIGNEE** has agreed to purchase the Computer Forensic Software against Tender No. **FSA-393 (Purchase of Computer Forensic Software)**.
2. Following Documents will be considered as part of Contract Agreement.
 - i. Contract Name: **FSA-393 (Purchase of Computer Forensic Software)**.
 - ii. Letter of Acceptance No. _____

3. **Contract Value:**
_____.

4. **Contract Nature:**
C&F Bases

5. **Performance Security:**
_____.

6. **Payment Schedule:**
Through irrevocable Letter of Credit.

7. **Delivery Period:**
_____.

8. **Inspection Authority:**

CUSTOMER (Party of First Part) or his representative/actual user has reserve right to inspect the delivered goods as provided in tender documents /Letter of Acceptance.

9. Inspection Place:

Punjab Forensic Science Agency Lahore where the ordered goods / software installed.

10. Warranty:

The Contractor shall provide warranty of supplied software as mentioned in the specifications from the date of installation of Software. (Extendable as desired by PFSA).

11. Terms & Conditions:

NOW this Agreement witnessed as follows:

1. The Following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, vis:
 - a) The Letter of acceptance along with all attachments.
 - b) The complete Bid and Form of Qualification / Bid Evaluation Criteria.
 - c) Conditions of Contract & Contract Detail.
 - d) Proforma Invoice No. _____
 - e) The Specifications as per tender document & LOA
2. The Terms & Conditions of contract are as follows:
 - a) The consignment should be marked clearly as:
Punjab Forensic Science Agency, Home Department, Government of the Punjab
Thokar Niaz Baig, Lahore.
 - b) The CONTRACTOR will coordinate with CONSIGNEE to open the Letter of Credit.
 - c) The contract shall not be varied or modified without mutual agreement in writing by both parties to contract.
 - d) All the bank charges within Pakistan will be paid by CONSGINEE and outside Pakistan will be borne by the Principal / CONTRACTOR.
 - e) After opening of clean L/C, if any amendment needed in the L/C by CONTRACTOR, all the amendment charges will be borne by the CONTRACTOR.
 - f) The delivery is the essence of the contract. If the CONTRACTOR fails to deliver the goods/items within agreed/stipulated delivery period and intends to seek extension thereof, it will be sole discretion of the CONSIGNEE either to grant or refuse extension in delivery period.
 - a. However, the extension in delivery period not granted then the CONTRACTOR will be liable to pay the liquidated damages @ one (1%) per week of the contract price of each unit of the delayed store subject to the maximum of ten percent (10%) of the contract price of the unit so delayed and such deduction shall be in full satisfaction of the CONTRACTOR'S liability for the said items.

- b. If the delay is more than ten weeks, then the CONSIGNEE may terminate the contract, forfeit performance security and opt out for other options at the risk and cost of the CONTRACTOR.
- g) The CONTRACTOR will facilitate during custom clearance if needed.
- h) The stores supplies shall be brand new and in conformity with specifications in Proforma Invoice and in original manufacturer's packing.
- i) CONSIGNEE will provide required bench space and required electric sockets / supply. The rest of all items like Software Licenses, updates etc., operational training, test run, and Forensic Validation will be the responsibility of CONTRACTOR.
- j) CONTRACTOR will do the installation, commissioning, operational training, test run/ Validation within 12 weeks of the arrival of the software at CONSIGNEE'S site and after written confirmation of site preparation by CONSIGNEE to CONTRACTOR. If the CONTRACTOR fails to do the same, the CONTRACTOR will pay a sum of one percent (1%) of contract value per week of related unit / software as liquidated damages. Total liquidated damages payable to the CONSIGNEE shall not in any case exceed by ten percent (10%) of the total price of related unit / software.
- k) The contractor will attach a qualified / certified engineer to ensure prompt after sale service with PFSA Laboratory. The attached engineer will also provide training to FSA Scientists.
- l) In case of import license required for the system or any part of the system from any Government Authority consignee will arrange these licenses.
- m) The CONTRACTOR will provide complete operational system with all the required accessories / auxiliaries as in Performa Invoice No. _____.
- n) The Contractor submitted performance security in the shape of Bank Guarantee which will be valid for thirty six (60) months (extendable as desired by PFSA) from the date of installation of software. During the standard warranty period the contractor shall remedy, at his expense (inclusive of labor & spare parts), all defects in design, materials and workmanship that may develop or are revealed under normal use of the said store upon receiving written notice / complaint from the CONSIGNEE or his representative / actual user.
- o) The catalogs, Operational Manuals, original / copy of Service Manuals of the main software and all supporting accessories should be in English Language.
- p) The CONTRACTOR / PRINCIPAL(S) will be responsible to arrange free of cost and inclusive of freight charges, prompt replacement of the Software or any part, if found defective during the inspection by CONSIGNEE. In this regard CONSIGNEE will provide all necessary documents for import / export of replacement store.
- q) The contractor will submit complete detail of pre installation requisite for installation of software within 14 days of receiving of contract and will coordinate with department for site preparation as per submitted pre installation requisites.

- r) The Contractor shall be liable to provide on-site training of the people nominated by the Purchaser. The Contractor shall have to bear all the expenses (Boarding, lodging etc.) of the training.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of CONSIGNEE

Signature of the CONTRACTOR

(STAMP)

Signed, Sealed and Delivered in the presence of:
Witness (from CONSIGNEE);

(STAMP)

Witness (from CONTRACTOR):

(Name, Title and Address)

(Name, Title and Address)

**SCHEDULE OF REQUIREMENTS /
TENDER SPECIFICATIONS**

Sr#	Name of Software	Qty.
1	Access Data FTK (Latest Version) License (5 Years) including PRTK, Registry Viewer	1
2	Magnet Axiom (Latest Version) License (5 Years)	1
3	Cellebrite UFED Touch2 (Latest Version) License (5 Years) or Elcomsoft Premium Forensic Bundle (Latest Version) (5 Years License)	1
4	X-Ways (Latest Version) License (5 Years) or Open Text EnCase Forensic (Latest Version) License (5 Years)	1
5	MobilEdit Forensic Pro (Latest Version) license (5 Years) All-in-one Solution	1
6	XRY (Latest Version) License (5 Years) or Oxygen Forensic Detective (Latest Version) License (5 Years)	1
7	Oxygen Forensic Detective Latest Version License (5 Years)	1
8	Synology DS1819 + 8 bay NAS DiskStation with 8 X 4TB SATA Hard Drives 4 GB DDR4 memory pre-installed, expandable up to 32 GB Four Gigabit LAN ports (RJ-45) with failover and Link Aggregation support; optional 10GbE add-on card provides high-speed data transfer rate, (01 Year Warranty)	1
9	Forensic Media Services Ltd. Forensic Image Analysis System (FIAS) (01 Year support & update)	4
10	Forensic Image Analysis System (FIAS) Training (Preferably In-Person Training)	1
11	Tableau TD2 (One Year Warranty)	1
12	Voom Shadow 3 (01 Year Warranty)	1
13	BK Forensics Foundation Kit (01 Year License) or Mobicedit Forensic Pro (Latest Version) (01 Year License) All -in-one Solution	1

14	Open Text EnCase Forensic (Latest Version) (01 Year License)	1
15	Smart for Linux Dongel (01 Year License)	1
16	UFED Ultimate (including physical pro) and UFED Chinex (Working) (01 Year License) or Magnet Axiom (Latest Version) License (1 Year)	1
17	Cellebrite UFED Touch 2 With Chinex and UFED Camera (01 Year License) or Belkasoft Evidence Center X Forensic, (Latest Version) (01 Year License)	1
18	Magnet Axiom (Latest Version) license (01 Year)	1
19	Salvation Data Recovery Kit(HD Doctor) (One Year Warranty) or Salvation Data Mobile Forensic SPF Pro (Latest Version) license (01 Year)	1
20	PC 3000 Express for Windows UDMA Data Extractor (License 01 year)	1
21	PC 3000 for Windows UDMA Data Extractor (License 01 Year)	1
22	PC 3000 Flash (License 01 Year)	1
23	PC 3000 Flash (Latest version) (License 01 years)	1
24	Tableau Forensic Bridge Kit with Duplicator / Ultra Toolkit (One Year Warranty)	2
25	Tableau Forensic Bridge Kit/Ultra Toolkit (01 Year Warranty)	2
26	Access Data FTK (Latest Version) including PRTK, Registry Viewer (01 Year License)	5
27	Access Data FTK (Latest Version) including PRTK, Registry Viewer (01 Year License)	6
28	XRY Latest version (01 Year License) or Magnet Axiom (Latest Version) (01 Year License)	1

29	X-ways Latest version (01 Year License) or Oxygen Forensic Detective (Latest Version) (01 Year License)	1
30	Sim Card Seizure (01 Year License)	1
31	MobilEdit Forensic Pro (Latest Version) (01 Year License) All-in-one Solution	1