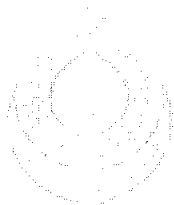


REQUEST FOR PROPOSALS



INFORMATION SCIENCE & TECHNOLOGY DEPARTMENT GOVERNMENT OF SINDH

**Procurement of IT Project Management
Consultancy for Feasibility Study (PC-II) for
Centralized Data Centre for Government of Sindh**

March 2014

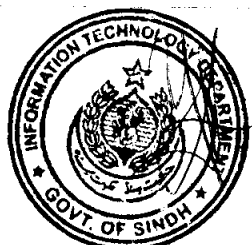




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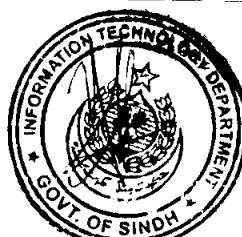


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1 REQUEST FOR PROPOSALS (RFP)

- 1.1 This Request for Proposal (RFP) is being issued for the project, "Procurement of IT Project Management Consultancy for Feasibility Study (PC-II) for Centralized Data Centre for Government of Sindh"
- 1.2 The Purchaser invites sealed bids from qualified bidders for the consultancy services as specified in the RFP.
- 1.3 Bidding documents may be purchased at the address given at the bottom of this page and upon payment of a non-refundable fee of Pak Rupees 5,000/- in the form of Pay Order on or before the date mentioned in Table 1.
- 1.4 Bids shall be valid for a period of 90 days after Bid closing and shall be delivered to the address given at the bottom of the page on or before the Bid Submission date mentioned in Table 1 at 1300 hrs and the bids would be opened on the same day at 1400 hrs in the presence of the bidders who wish to attend. Late bids would be rejected.
- 1.5 The RFP is issued in strict compliance with Sindh Public Procurement Rules 2010 and bids would be accepted under the recommended Quality and Cost Based Selection Method.
- 1.6 Bidders may obtain further information from the Purchaser during normal working hours at the address given below and submit queries via letter or fax to the Point of Contact listed in Para 1.8.
- 1.7 All bids must be accompanied by a bid bond, in the form of a Bank Guarantee (from a Scheduled Bank in Pakistan), Demand Draft/Pay Order, of not less than two per cent (2%) of the bid price. Company/Personal Cheques or Insurance Guarantee are NOT acceptable forms of bid bond. The bid bonds must be valid for 28 days beyond the Bid Validity period.
- 1.8 The point of Contact for all correspondence is:

Section Officer (General)
Information Science and Technology Department
Government of Sindh
1st Floor, Sindh Secretariat No. 6
Karachi
Phone: 021-99213827
Fax: 021-99211414



2 RFP TERMINOLOGY

- 2.1. "RFP" or "Request for Proposals" means this document and the Bid Response Forms;
- 2.2. "Bidder" means a company that has been invited to submit and intends to submit a proposal in response to this RFP;
- 2.3. "Purchaser" means Information Science and Technology Department, Government of Sindh;
- 2.4. "Contractor" or "Consultant" means the successful bidder to this RFP who enters into a written Contract with the Purchaser;
- 2.5. "Contract" means written agreement resulting from this RFP executed by the Purchaser and the Contractor.



3 RFP GUIDELINES

3.1 General

Information Science and Technology Department, Government of Sindh is responsible for setting up and maintaining the e-Government and ICT infrastructure to support the working of the Government of Sindh with the vision to bring about Qualitative improvement in citizen services and optimize the operational capability of the provincial Government through effective use of information and communications technology, transforming Government of Sindh into an agile, knowledge-based, citizen friendly Government.

With this vision, the Purchaser intends to procure the services of a Program Management Consultancy company to conduct a detailed Feasibility study for setting up a Data Centre in Sindh. The Data Centre would house various e-Government Application Systems deployed across the various entities and departments of Government of Sindh. Government of Sindh intends to leverage common service delivery approach for e-Government services to ensure ease of deployment and reduce cost of operations and align infrastructure with the long term objectives of e-government.

3.1.1 Project Overview:

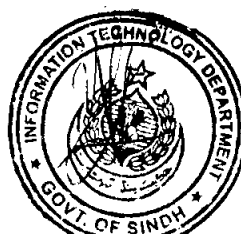
The Purchaser is soliciting proposals for Program Management and Consultancy for Centralized Data Centre for Government of Sindh. The project includes detailed requirement analysis and feasibility study and optional support for Implementation and Roll-Out of Sindh Centralized Data Centre for e-Government applications which would include Tier III/IV Data Centre(s).

The Sindh proposed Data Centre would be running e-Government applications deployed centrally. Various e-Government applications would be implemented to include but not limited to Sindh e-Government Portal, Correspondence Management System, E-Office, Enterprise Content Management, Document Management and Workflow Management System, Messaging and Collaboration System, Reporting and Analytics Tools. The primary objective of this effort is to significantly improve the productivity of Sindh e-Government personnel by enhancing Information Sharing and Collaboration and effectively managing all records and documents in an optimal, consistent and logical manner from creation to final disposition using a common set of tools, standards and policies. The project would involve roll-out across various departments of Sindh Government.

3.1.2 Mandate of the Consultancy Assignment:

The mandate of this Consultancy Assignment is as follows:

- Conduct a detailed assessment of the currently deployed e-Government and ICT infrastructure and related applications across Sindh Government departments and establish the requirement for the e-Government Cloud
- Identify gaps in the existing Systems deployed and establish requirements for the transformation of Sindh government departments to a centralized e-Government infrastructure and plan integration and roll-out
- Conduct detailed technical, management, financial and project planning of the proposed e-Government Cloud
- Develop a detailed Feasibility Report and PC-II



Develop detailed ToR and RFPs for various components of the Applications, Data Centre and ICT Infrastructure

In addition to the above, the Purchaser may optionally at its sole prerogative engage the Consultant for the following tasks:

- Assist in evaluation and selection of contractors for various components for the program.
- Provide Software Infrastructure and Development Support
- Provide Program Management Consultancy for Turn-Key Implementation and Roll-Out.
- Perform Integration, Testing and Commissioning of all components.
- Develop Operations Framework for Operations and Management of Sindh e-Government Cloud.
- Provide detailed Framework, Guidelines and SOPs for Systems, Network and Security Operations.
- Provide Operations Support

3.1.3 Project Timeline:

This Program Management Consultancy assignment would be for a period of twenty-four (24) weeks, which include Phases 1 and 2 as detailed in Section 3.1.4. The Purchaser may at its sole prerogative engage the Consultant on mutually agreed terms for any or all of the sub-phases of Phases 3 and 4 which may be spanned over a period of twenty-four (24) months and would be mutually agreed between the Purchaser and Consultant after completion of Phase 1.

3.1.4 Deliverables of the Consultancy Assignment:

The Consultancy Firm shall perform the scope of work specified in the following four (4) phases. It is understood that the phases would be performed in parallel and tasks would be performed in an overlapping manner. The Consultancy Firm shall be specifically responsible for the following tasks and scope of work:

Phase 1 – Feasibility Study:

The Consultant shall perform a detailed Feasibility Study for the Centralised Data Centre for Sindh Government and deliver the following artefacts:

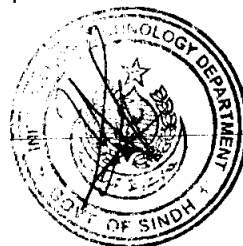
1. Detailed Feasibility Report
2. PC-II Document

The Contractor shall provide support to the Purchaser in presenting the Feasibility Study and PC-II to the various stakeholders for obtaining necessary project approvals. The responsibility for getting the approvals would however not be the responsibility of the Contractor. The Phase 1 – Feasibility Study would comprise of the following sub-phases:

- Phase 1a – Technical Assessment Phase
- Phase 1b – Technical Planning Phase
- Phase 1c – Financial Planning Phase

Phase 1a – Technical Assessment Phase:

The Consultant shall perform and support the following activities during the technical assessment phase:



- 1. Conduct a detailed assessment of the currently deployed information and communications technologies (ICT) infrastructure at various departments/entities of Sindh Government.
- 2. Conduct a detailed assessment of the existing e-Government applications
- 3. Conduct a detailed assessment of the functional requirements for e-Government Cloud to include communications, ICT Infrastructure and Applications.
- 4. Conduct a detailed assessment of any integration issues for the e-Government Cloud with any existing systems already deployed across Sindh government departments/entities.
- 5. Prepare and deliver and Technical Assessment Report for the above tasks to highlight the currently deployed systems and infrastructure, functional processes, deficiencies, bottlenecks and issues as part of the Detailed Feasibility Report and PC-II Document.

Phase 1b – Technical Planning Phase:

The Consultant shall perform and support the various activities in the planning phase as described in the following categories:

A. Technical Planning –Data Centre(s):

Consultant shall perform and support the following activities:

- 1. Conduct Functional Requirements Analysis of overall Data Centre(s) to develop the "Big Picture".
- 2. Conduct Functional Requirements Analysis for the proposed Infrastructure for Data Centre(s).
- 3. Assist the Purchaser in selection of location(s) for the Data Centre(s)
- 4. Conduct Technical Requirements Analysis for the proposed Data Centre Infrastructure including Civil Works, HVAC, Power, Fire Protection, etc,
- 5. Develop detailed Technical and Feature Requirements for the proposed Data Centre(s).
- 6. Define civil work requirements and recommend standards and best practices for the proposed facilities.
- 7. Develop detailed design (including working drawings) for the Civil Works at the proposed facilities.
- 8. Define Power requirements and recommend standards and best practices for the proposed facilities.
- 9. Develop detailed design (including single line diagrams) for the Power Infrastructure (Including Power Source, Backup Power, Switch Gear, Cabling, Lightning Protection and any other components) for the proposed facilities to conform to Tier-IV/III guidelines.
- 10. Define HVAC requirements and recommend standards and best practices for the proposed facilities.
- 11. Develop detailed design for the HVAC Infrastructure for the proposed facilities to conform to Tier-IV/III guidelines.
- 12. Define Fire Suppression requirements and recommend standards and best practices for the proposed facilities
- 13. Develop detailed design for the Fire Suppression System (including Single Line Diagrams and Isometric Drawings) for the proposed facilities
- 14. Define Earthquake Protection requirements and recommend standards and best practices for the proposed facilities
- 15. Develop detailed design for the Earthquake protection for the proposed facilities



- Define EM, RF, EMP Protection requirements and recommend standards and best practices for the proposed facilities
- Develop detailed design for the EM, RF & EMP protection for the proposed facilities
- Define Security, Surveillance and Access Control requirements and recommend standards and best practices for the proposed facilities
- Develop detailed design for the Security, Surveillance and Access Control infrastructure at the proposed facilities
- Define Data Cabling requirements and recommend standards and best practices for the proposed facilities
- Develop detailed design for the Passive (OFC & UTP) infrastructure for the proposed facilities
- Define EMS, BMS & NOC requirements and recommend standard and best practices for the proposed facilities
- Develop detailed design for the EMS, BMS & NOC Infrastructure for the proposed facilities
- Prepare and deliver a Functional and Technical Scope document for the proposed e-Government Cloud Data Centre(s) as part of the Detailed Feasibility Study and PC-II Document.

B. Technical Planning – e-Government Applications Infrastructure

Consultant shall perform and support the following activities:

- Conduct Functional Requirements Analysis of overall requirements of e-Government Application System to develop the "Big Picture".
- Conduct Functional Requirements Analysis for the proposed Applications Infrastructure
- Conduct Technical Requirements Analysis for the proposed Application Systems and Software infrastructure
- Finalize the Applications that will be part of the e-Government Cloud in a Phased Plan
- Develop detailed Technical and Feature Requirements for the proposed system
- Develop detailed Gap Analysis of the Application Systems currently deployed at IT Department
- Define applications and system development framework and standards for the proposed system
- Define the Servers and Storage Infrastructure Requirements
- Develop detailed Applications Systems Architecture for the proposed e-Government Applications
- Develop detailed Requirement Specifications of for the proposed e-Government Applications
- Develop detailed Integration Plan for e-Government Applications.
- Prepare and deliver a Functional and Technical Scope document for the proposed e-Government Application Systems Infrastructure as part of the Detailed Feasibility Report and PC-II Document.

C. Technical Planning – ICT Infrastructure:

Consultant shall perform and support the following activities:

- Conduct Functional Requirements Analysis of overall ICT Infrastructure to develop the "Big Picture".
- Conduct Functional Requirements Analysis for the proposed ICT Infrastructure



Conduct Technical Requirements Analysis for the proposed ICT infrastructure including communications, data networks and information technology infrastructure.

- Define the Communications, Network and Security Infrastructure requirements
- Develop the Architecture for Communications, Network and Security Infrastructure
- Define the Servers and Storage Infrastructure Requirements
- Develop detailed Network Architecture, Network Layout and Pertinent sizing information for all components of the ICT infrastructure
- Develop detailed Integration Plan for ICT Infrastructure.
- Prepare and deliver a Functional and Technical Scope document for the proposed ICT Infrastructure as part of the Detailed Feasibility Report and PC-II document.

D. Technical Planning – Operations Framework:

Consultant shall perform and support the following activities:

- Develop and recommend an Operations Framework to include:
 - Business Continuity Management
 - IT Service Management
 - Quality Management
 - Information Systems Security
- Prepare and deliver a Functional and Technical Scope document for the proposed Operations Frameworks as part of the Detailed Feasibility Study and PC-II document.

Phase 1c – Financial Planning:

Consultant shall perform and support the following activities:

- Develop and define management and project organization for the proposed Project.
- Develop a financial plan for the proposed project to establish budgetary costs for all phases of the project. This would be a comprehensive document to include proposed detailed bill of quantities (BoQ) for all the components including manpower requirements for all phases of the project.
- Develop a Phased Roll-Out Plan for the entire Program.
- Prepare and Deliver a Management and Financial Scope document for the proposed project as part of the Detailed Feasibility Study and PC-II Document.

Phase 2 – Project Planning Phase:

Consultant shall perform and support the following activities:

- Establish Program Management methodology.
- Prepare a detailed list of features and services for proposed facilities
- Establish performance criteria/metrics.
- Establish quality, reliability, availability, and redundancy criteria.
- Establish security criteria.
- Establish transition/migration requirements and plan
- Establish requirements for deployment and post-deployment support.
- Establish budgetary constraints for the project.
- Establish Documentation and Training requirements.
- Divide the whole project into smaller projects/phases as appropriate.
- Develop ToR's and RFP's for different Phases and components of the RFP.

Optional Phase 3 – Contract Award Phase:

The Purchaser may at its sole prerogative engage the Consultant to perform and support the following activities:



- ☐ Solicit RFPs for different phases of the project.
- ☐ Evaluation of submitted vendor bids against established criteria.
- ☐ Comparative analysis of vendor bids.
- ☐ Optimization of the selected solution.
- ☐ Contract negotiation support - should make sure that all technical features and services are included in the contract with exact specifications of performance and acceptance criteria.
- ☐ Award Recommendations.

Optional Phase 4 – Program Management Phase:

The Purchaser may at its sole prerogative engage the Consultant for Program Management of the proposed Centralised Data Centre for the Sindh Government. The Program Management may be divided in Sub-Phases and the Purchaser may engage the Consultant for any or all of the Sub-Phases, which are listed as follows:

- ☐ Phase 4a – Deployment Planning Phase
- ☐ Phase 4b – Software Development and Customization Phase
- ☐ Phase 4c – Implementation Phase
- ☐ Phase 4d – Integration Phase
- ☐ Phase 4e – Test and Acceptance Phase
- ☐ Phase 4f – Operations Phase
- ☐ Phase 4g – Operations Support Phase

Phase 4a – Deployment Planning Phase:

The Purchaser may at its sole prerogative engage the Consultant to perform and support the following activities:

- ☐ Conduct deployment planning meetings with vendors and concerned parties.
- ☐ Develop a deployment plan with vendor and customer input indicating
 - Timelines
 - Key Milestones
 - Deliverables at every milestone
 - Format and frequency of progress reports
- ☐ Develop a Responsibility Area Matrix (RAM) defining the exact nature and extent of contributions required from each of the participating parties, and the constraints under which each contribution is made (e.g., the statements of work, budget, schedules etc.)
- ☐ Develop Test and Acceptance Plans in cooperation with vendor. Establish tools and procedures to be used for establishment of performance criteria as per contract
- ☐ Establish Change Management Procedures
- ☐ Establish Escalation Procedures
- ☐ Develop customer signoff procedures
- ☐ Develop risk assessment methodology
- ☐ Establish procedures for equipment ordering, delivery, storage, safety, and transportation to site
- ☐ Establish manpower requirements for each phase and plan accordingly with vendor
- ☐ Lay out requirements for all types of documentation and records required for deployment and post-deployment phases

Phase 4b – Software Development and Customization Phase:

The Purchaser may at its sole prerogative engage the Consultant to perform and support the following activities:



- ☐ Recommend and procure the e-Government Application Software Infrastructure based on Enterprise Service Oriented Architecture/Platform
- ☐ Provide Software Development and Customization Services for the e-Government Applications
- ☐ Provide Deployment and Roll-Out Support for the e-Government Applications
- ☐ Perform Software Integration Testing and Performance Testing

Phase 4c – Implementation Phase:

The Purchaser may at its sole prerogative engage the Consultant to perform and support the following activities:

- ☐ Ensure that ordering, transportation, storage, unpacking, installation and commissioning of equipment is carried out as per schedule and established quality procedures.
- ☐ Ensure that established procedures and best practices are followed in Application Systems Development, Release Management and Testing.
- ☐ Providing authorization and direction to the participating organizations to ensure performance in accordance with the established program definition.
- ☐ Continuous analysis of the status of the contributions from participating organizations, in order to determine whether the program is running in accordance with the time, finance and content plans.
- ☐ Risk Management to assess program risks and to provide methods to effectively deal with events that can potentially cause unwanted change.
- ☐ Problem identification in case time and finance related progress deviates from the planning.
- ☐ Corrective actions to obtain the performance results defined in the program plan, or redefinition of the contributions of participating organizations

Phase 4d – Integration Phase:

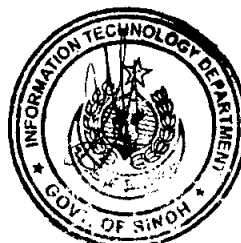
The Purchaser may at its sole prerogative engage the Consultant to perform and support the following activities:

- ☐ Perform Integration and Commissioning of the Data Centre
- ☐ Perform Integration and Commissioning of the ICTs Infrastructure
- ☐ Perform Integration and Commissioning of the e-Government Application System
- ☐ Develop installation and configuration plans for the e-Government Application System and ICT Infrastructure and provide the same to the selected contractors for implementation
- ☐ Perform Integration and Commissioning of e-Government Application System and ICT Infrastructure
- ☐ Plan integration of the Data Centre
- ☐ Perform integration of the Data Centre
- ☐ Plan integration of the e-Government Application System
- ☐ Perform integration of the e-Government Application System

Phase 4e – Test and Acceptance Phase

The Purchaser may at its sole prerogative engage the Consultant to perform and support the following activities:

- ☐ Ensure that agreed test plans are prepared by the respective contractors and vendors and finalized.



- Ensure that agreed tools and test equipment are positioned in time for this phase to begin.
- Ensure that all activities are performed as per plan and within the time schedule.
- Ensure transition/migration activities are performed as per plan.
- Perform the Testing as per the accepted Test Plan
- Recommend signoff on acceptance documents after thorough analysis of work quality, conformance to requirements, achievement of established performance metrics etc.
- Plan training of personnel with the vendor well in advance of the acceptance phase to make sure that the customer O&M team is ready for operations.

Phase 4f – Operations Phase

The Purchaser may at its sole prerogative engage the Consultant to perform and support the following activities:

- Develop Operations Framework for Operations and Management of the e-Government Cloud
- Provide detailed Framework, Guidelines and SOPs for Application, Systems, Network and Security Operations
- Assist and develop policies and procedures and assist in establishing appropriate staffing levels for:
 - System Operations
 - Network Operations
 - Customer Support
 - Fault and Performance Management
 - Security Management
 - Network and System Administration

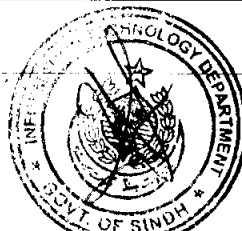
Phase 4g – Operations Support Phase

The Purchaser may at its sole prerogative engage the Consultant to perform and support the following activities:

- Provide operations support if and as desired by the Customer

3.1.5 Implementation Schedule

S. No.	Milestone	Timeline
1.	Submission of Technical Assessment Report	60 days from the contract signing
2.	Submission of Project Feasibility Report and PC-II Document	150 days from the contract signing
3.	Optional: Release of RFPs prepared by Contractor to prospective Bidders	
4.	Optional: Submission of Bid Evaluation Reports and Contractor(s) Award Recommendations	
5.	Optional: Program Management Support for the Entire Project	For the entire duration of the project (Expected to be 2 Years from the selection of Contractors)



3.1.6 Mode of Bidding

- 3.1.6.1 This bidding process is open to all eligible Companies/Firms or Consortium/Joint Venture of companies/firms subject to the conditions given below.
- 3.1.6.2 The firm or company (Bidder) must be an entity incorporated in Pakistan under the Companies Ordinance 1984 OR a Consortium/Joint Venture of Companies/Firms where the Lead Bidder/Prime Contractor must be incorporated in Pakistan under the Companies Ordinance 1984.
- 3.1.6.3 The Bidder shall furnish, as part of its bid documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 3.1.6.4 The bidder should have officially purchased the bidding documents as detailed in para. 1.3, evident by submission of bid purchase receipt.
- 3.1.6.5 A Bidder must submit an original proposal substantially responsive to the Technical Specifications included in the Bidding Documents.
- 3.1.6.6 Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to acceptance of a bid or proposal, without thereby incurring any liability to the affected Bidder(s), by promptly intimating all bidders and returning the bid security of all bidders and if requested communicating the grounds of cancellation to the requesting bidding without an obligation to justify such grounds.
- 3.1.6.7 Purchaser reserves the right at the time of award of Contract after design review in consultation with the successful bidder to increase or decrease the scope of services specified in the RFP in accordance with Sindh Public Procurement Rules 2010.

3.1.7 Procurement Schedule

The procurement schedule for this project is as follows:

Procurement Milestone	Date
Release RFP to Bidders	From 28 th April 2014 (During Office Hours)
Last Date to Purchase RFP	19 th May 2014 (During Office Hours)



Proposal Submission Deadline	20 th May 2014 at 1300 hrs (1 pm)
Technical Bid opening	20 th May 2014 1400 hrs (2:00 pm)

Table 2: Procurement Schedule

Note: The Purchaser reserves the right to adjust this schedule as necessary.

3.1.8 Eligibility Criteria for Bidders

3.1.8.1 In order to be eligible the Bidder shall meet the Eligibility Criteria laid out in clause 3.1.8 of the RFP. The eligibility criteria is divided into "mandatory eligibility criteria" detailed in Clause 3.1.8.2 and "desirable qualifications" detailed in Clause 3.1.8.3.

3.1.8.2 The Bidders **MUST** comply with the following mandatory requirements evidenced by submission of documentary evidence in this bid:

1. The Bidder must have the required experience and technical know-how for the project scope of work;
2. The Bidder or Lead Bidder/Prime Contractor in case of Consortium/Joint Venture Bid must be registered with SECP under the Companies Ordinance 1984;
3. The Bidder or Lead Bidder/Prime Contractor in case of Consortium/Joint Venture Bid must be registered with FBR for Income Tax, SRB.
4. The Bidder or all members of a Consortium/Joint Venture must be in similar business for at least 10 years.
5. Bidders must have domain knowledge and understanding of e-Government, Data Centre(s) and Office Automation.
6. Bidder must have successfully delivered at least two (2) e-Government Consultancy projects nationally/internationally
7. Bidder must have successfully delivered at least two (2) Data Centre Consultancy projects nationally/internationally.
8. The Bidder must have demonstrated experience of managing Public Procurement Process in Pakistan.
9. The Bidders must have experience and expertise in designing enterprise-level ICT Infrastructure to include Servers, Storage, Networking and Security components.
10. The Bidder must have experience and expertise in setting up enterprise level Directory Services for large Public Sector Organizations.
11. The Bidder must have experience with Funding Proposals and development and assessment of RFPs.
12. The designated Lead Consultant should have demonstrated experience of successfully managing large IT projects and working at Senior Planning Level at large, public sector organizations.



3.1.8.3 It is desirable that the bidder meets the following requirements evident by submission of documentary evidence in its bid:

1. Bidder shall have implemented a Quality Management System in its line of business and is ISO 9001 Certified.
2. Bidder shall have successfully conducted Public Procurement Process in at least two projects complying with Pakistan Public Procurement Rules where the Bidder has developed and evaluated RFPs.
3. Bidder shall have thorough knowledge of the Legal and Contractual Framework in Pakistan.
4. Bidder shall have Contract Law experts as permanent part of its Project Team.
5. Bidder shall have expertise in developing Security Policies and Practices
6. Bidder shall have experience in developing Regulatory Framework for Digital Content
7. Bidder shall have experience in Business Continuity Management/Planning Framework
8. The Bidder should have experience in establishing Business Processes, Operations Research, Program Management, Resource Management and specifications of Functional and Technical Requirements of Large/Complex Dependable Systems.

3.1.8.4 Bidders NOT complying with any of the mandatory eligibility criteria listed in Clause 3.1.8.2 would be disqualified.

3.1.8.5 All documentary evidence must be submitted along with the bids; no document will be acceptable after bid submission.

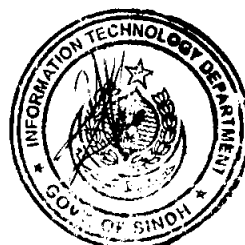
3.1.9 Joint Ventures/Consortiums

3.1.9.1 Bidders may submit bids as a Joint Venture/Consortium but in such case one bidder shall be appointed as a Lead Bidder/Prime Contractor who shall be solely responsible for end to end delivery of the entire project. The Bidder must submit a Joint Venture Agreement/Teaming Agreement clearly indicating the roles and responsibilities of each member as well as appointing a Lead Bidder/Prime Contractor.

3.1.9.2 Unless otherwise specified, the any of the members of the Joint Venture/Consortium may fulfil the criteria laid out in Clause 3.1.8.2 and 3.1.8.3.

3.1.10 Sub-Contracting or Sub-letting

3.1.10.1 Bidder shall include details of any Sub-Contractors it intends to engage for the execution of the project in its bid and it would be the sole prerogative of the Purchaser to accept or reject any Sub-Contract/Sub-Let arrangements.



3.1.10.2 If the Bidder includes any Sub-Contractors, the qualification of the Sub-Contractor may NOT be used to meet the Mandatory Qualifications laid out in Section 3.1.6.2.

3.1.10.3 Sub-Contracting or Sub-letting any part of the project to any party other than that detailed in the bid would be allowed only in exceptional circumstances, In case of such approval of a sub-contractor, Bidder/Contractor shall not be relieved from any liability or obligations under the Contract.

3.1.10.4 In case of Sub-Contracting or Sub-letting any part of the project to any party explicitly permitted by the Purchaser, the Bidder will be entirely responsible for execution of the Contract in all respects according to the terms and conditions of the Contract.

3.1.10.5 Explicit written permission of the Purchaser would be necessary to Sub-Contract or Sub-Let any part of the Contract to a third party whether or not mentioned as such in the bid. Purchaser has the right to cancel the Contract if the Contractor fails to comply with this requirement.

3.1.11 Cost of Bidding

3.1.11.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.

3.2 The Bidding Documents

3.2.1 Content of Bidding Documents

3.2.1.1 The contents of the Bidding Documents should be read in conjunction with any addenda issued.

3.2.1.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP. Failure to furnish all information required by the RFP or to submit a bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of its bid.

3.2.1.3 The Request for Proposals does not form an official part of this RFP and is included for reference only. In case of inconsistencies, the latter shall prevail.



3.2.2 Clarification of RFP and Pre-bid Meeting

3.2.2.1 A prospective Bidder requiring any clarification of the RFP may notify the Project Director in writing or by electronic mail or facsimile at the Purchaser's address provided in this RFP. Similarly, if a Bidder feels that any important provision in the documents will be unacceptable such an issue should be raised as soon as possible. The Project Director will respond in writing to any request for clarification or modification of the RFP that it receives no later than the deadline prescribed in the procurement schedule at section 3.1.7. All requests for clarification of the RFP must be notified by a prospective Bidder to the Purchaser no later than the deadline for submission prescribed in the procurement schedule at section 3.1.7. Copies of the Project Director response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that have received the RFP.

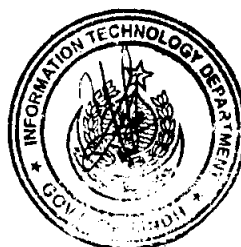
3.2.2.2 A pre-bid meeting will be held as prescribed by the Purchaser in the procurement schedule included in this RFP. The pre-bid meeting will be held at the premises of the Purchaser in Karachi, to answer any queries that potential bidders may have. All queries relating to RFP should be faxed or mailed to Project Director by the deadline specified in the schedule at section 3.1.7. The subject RFP may change after the pre-bid meeting. Any updates to the RFP will be sent to all prospective Bidders in writing by the Project Director.

3.2.2.3 As mentioned in above point, the Purchaser will organize and Bidders may attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested, as far as possible, to submit any questions in writing or by electronic mail or facsimile, to reach the Project Director not later than the specified date in the schedule at section 3.1.7. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those who purchased the RFP. Any modification to the RFP, which may become necessary as a result of the pre-bid meeting, shall be made by the Purchaser exclusively by issuing an Addendum to this RFP and not through the minutes of the pre-bid meeting.

3.2.3 Amendment to RFP

3.2.3.1 At any time prior to the deadline for issuance of Addenda specified in section 3.1.7, the Purchaser may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the RFP.

3.2.3.2 Amendments will be provided in the form of Addenda to the RFP and will be sent in writing, cable, facsimile, or electronic mail to all prospective Bidders that have received the RFP and will be binding on them. Bidders are required to immediately acknowledge receipt of any such Addenda, and it will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.



3.2.3.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify all Bidders by cable, facsimile, or electronic mail in writing of the extended deadline.

3.3 Preparation of Bids

3.3.1 Language of Bid

3.3.1.1 The bid prepared by the Bidder, and all correspondence and documents related to the bid, shall be written in the English language.

3.3.2 Documents Comprising the Bid

3.3.2.1 The bid submitted by the Bidder shall comprise the following:

1. Eligibility Criteria forms duly filled out with all the relevant details along with the requirements mentioned in section 3.1.8;
2. Financial information of the bidders
3. Documents establishing firms eligibility and qualification, such as year of incorporation, list of partners/directors, statement of experience, key personnel, details of relevant projects, technical team etc.;
4. Response to the technical requirements as described in the RFP;
5. a Bid Form duly completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;
6. all Price Schedules duly completed in accordance with this RFP and signed by a person or persons duly authorized to bind the Bidder to the Contract;
7. bid bond in the form of a Bank Guarantee or Bank Draft/Pay Order should be submitted;
8. a duly notarized, written power of attorney;
9. a list of all deviations and justifications for the deviation to the required technical features specified in the Technical Requirements;
10. an undertaking that the Bidder, or in case of a joint bid, any of the partners, has not been blacklisted by any government or public sector organization;
11. a duly notarized Integrity Pact on Rs. 100/- stamp paper.



3.3.2.2 Bidders are reminded that their bids may be considered as non-responsive if material deviations are taken.

3.3.3 Bid Prices

3.3.3.1 Prices must be quoted, strictly using the format mentioned in Schedule of Requirements of this RFP. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Price Schedules.

3.3.3.2 These prices must include all incidental costs associated with the provision of the service, such as travel, subsistence, office support, communications, printing of materials, etc., and all taxes, levies, duties and fees imposed on the Bidder, its Sub-Contractors, or employees on account of such services in the Purchaser's country or in any other country.

3.3.3.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

3.3.3.4 Bid Price shall include all relevant taxes including but not limited to GST as well as stamp duty charges @ 0.30% of the total value of Contract.

3.3.4 Bid Currencies

3.3.4.1 All prices shall be quoted in Pakistan Rupees inclusive of all taxes, duties and government levies.

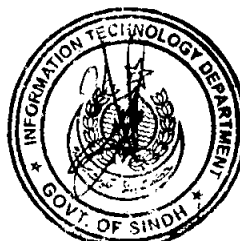
3.3.5 Documents Establishing the Conformity of Proposed Solution to Bidding Documents

3.3.5.1 The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the proposed solution that the Bidder proposes to implement under the Contract.

3.3.5.2 The documentary evidence of conformity of the proposed solution to the Bidding Documents shall be in the form of written descriptions, literature, certifications, and client references, including:

1. a Preliminary Project Plan as required by the Purchaser and stated in the RFP; and,
2. an Implementation Plan for the implementation services as required by the Purchaser and stated in the RFP. The Implementation Plan must be at a level of details to demonstrate the understanding of the Bidder with respect to the scope of implementation services of the project.

3.3.5.3 Bids submitted without a satisfactory Project Plan and Implementation Plan may be rejected.

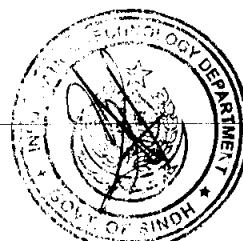


3.3.6 Bid Validity and Security

- 3.3.6.1 A bid security will be required. The amount of bid security required is two per cent (2%) of the Total Bid Price. In case of a Bidder submitting an original bid and an alternative bid, the bid security will be two per cent (2%) of the Total Bid Price of the higher bid. This bid security is to be submitted in the form of Bank Guarantee or Demand Draft or Pay Order in favour of Purchaser. The Bid security shall be in Pak Rupees & from a scheduled bank in Pakistan.
- 3.3.6.2 The bid validity period shall be 90 days after the deadline for bid submission.
- 3.3.6.3 In exceptional circumstances, Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The bid security provided shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its bid.
- 3.3.6.4 Bid security must be valid for 28 days beyond the validity of the bid. Accordingly, a bid with a bid security that expires prior to 28 days beyond the validity of the bid shall be rejected as non-responsive.
- 3.3.6.5 Un-successful Bidder's bid security will be discharged/returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid security validity prescribed by the Purchaser.
- 3.3.6.6 The successful Bidder will be required to keep his bid security valid till the agreement is signed with the Purchaser for the execution of the project.

3.3.7 Format and Signing of Bid

- 3.3.7.1 Separate technical and financial bids shall be submitted.
- 3.3.7.2 The Bidder shall prepare one original and one copy of the bid, clearly marking each one as "TECHNICAL BID - ORIGINAL", "FINANCIAL BID - ORIGINAL", "TECHNICAL BID - COPY," "FINANCIAL BID - COPY," etc., as appropriate. In the event of any discrepancy between them, the original shall govern. The bidder shall also provide one soft copy (and one back up copy) of TECHNICAL BID and one soft copy (and one back up copy) of FINANCIAL BID on a CD.
- 3.3.7.3 The original and copy of the bid shall be typed or written in indelible ink and shall be signed and stamped by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- 3.3.7.4 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.



3.4 Submission of Bids

3.4.1 Sealing and Marking of Bids

- 3.4.1.1 The Bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as "TECHNICAL BID – ORIGINAL" and "TECHNICAL BID - COPY" etc. Similarly the original and copy of the financial bids shall be enclosed in separate envelopes and duly marked. The respective soft copies on CD shall be enclosed in the envelope containing ORIGINAL bids. The envelopes shall then be sealed separately in outer envelopes clearly marked "TECHNICAL BID" and "FINANCIAL BID".
- 3.4.1.2 The inner and outer envelopes shall be addressed to the Purchaser at the address given in the RFP, bear the Contract/Project name.
- 3.4.1.3 The outer envelopes may not have any marking to indicate the identity of the Bidder.
- 3.4.1.4 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."
- 3.4.1.5 The Technical proposal should not contain any financial data or information as this may be construed as an attempt to influence the technical evaluation process and the bid would be rejected.
- 3.4.1.6 The Bid Bond should be submitted with the Financial Proposal. A certificate certifying that appropriate Bid Bond has been submitted with the Financial Proposal should be included with the Technical Proposal without mentioning the value of the Bid Bond.

3.4.2 Deadline for Submission of Bids

- 3.4.2.1 Bids must be received by the Purchaser at the address specified in the RFP no later than 1300 hrs on the date mentioned in Table 1.
- 3.4.2.2 The Purchaser may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.
- 3.4.2.3 The TECHNICAL and FINANCIAL bids, separately sealed shall be addressed and delivered to the Purchaser.

3.4.3 Late Bids

- 3.4.3.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser will be rejected and returned unopened to the Bidder.



3.4.4 Modification and Withdrawal of Bids

3.4.4.1 Modifications to the bid will not be accepted.

3.4.4.2 The Bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by the Purchaser prior to the deadline prescribed for bid submission.

3.4.4.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic mail or facsimile, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall be addressed to the Purchaser at the address stated for bid submission. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

3.4.4.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security.

3.5 Bid Opening and Evaluation

3.5.1 Opening of Technical Bids by Purchaser

3.5.1.1 The Purchaser will open all technical bids of Bidders who have submitted a bid, in public, in the presence of Bidder's representatives who chose to attend, at 1400 hrs, on the date and at the place prescribed in this RFP as the Deadline of Submission of Bids. Bidder's representatives shall sign a register as proof of their attendance.

3.5.1.2 Bids shall be opened one at a time, reading out: the name of Bidder and any other such details as the Purchaser may consider appropriate.

3.5.1.3 Bids that are received late shall not be accepted and opened, irrespective of the circumstances.

3.5.2 Evaluation of Technical Bids by Purchaser

3.5.2.1 The evaluation would be based on "Quality and Cost Based Selection Method" as defined in Sindh Public Procurement Rules, 2010.

3.5.2.2 Detailed technical evaluation will be conducted for Bidders who qualify the preliminary evaluation, assessing the relative competence of each company in provision of software system development, data entry supervision and scanning consultancy services.

3.5.2.3 The Purchaser may invite the Bidders to present their overall solution to the technical evaluation committee after submission of the bids.



3.5.2.4 The technical evaluation would access the capabilities of the Bidder and the submitted bids in the following categories:

- a) Domain Understanding
- b) e-Government Experience
- c) ICT Infrastructure Experience
- d) Public Procurement Experience
- e) Specialization, Qualification and competence of Key Staff
- f) Financial Capability
- g) Proposed Methodology
- h) Quality Management

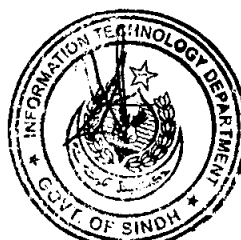
3.5.2.5 The Purchaser's detailed technical evaluation of the responsive bid will take into account technical factors. The following criteria will be used in the technical evaluation of bids:

TECHNICAL PROPOSAL EVALUATION CRITERIA

Technical Bids must score at least 80% marks overall would be considered a responsive bid.
Financial Bid for non responsive bids will be returned un opened.

Purchaser will require from participating companies any document/papers that he may require in order to verify the claims of the participating companies with regard to technical competence. Companies are encouraged to provide maximum documentation as part of the technical proposal.

Sections	Points	Criteria
1. DOMAIN UNDERSTANDING	100	Over all understanding of design and implementation of Enterprise Scale e-Government Cloud Systems, Cloud Data Centres, and e-Government Applications, as well as putting together a Capacity Building regime. Domain knowledge (general and subjective) may be assessed, based on the Technical Write-up submitted and Evaluation of Project References successfully delivered
2. e-GOVERNMENT EXPERIENCE	150	<ol style="list-style-type: none"> 1. Delivered at least two (2) e-Government Consultancy projects - 80 Points 2. Bidder must have successfully delivered at least two (2) Data Centre Consultancy projects nationally/internationally. - 50 Points 3. Experience in developing Regulatory Framework for Digital Content – 20 Points

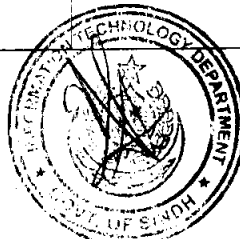


TECHNICAL PROPOSAL EVALUATION CRITERIA

Technical Bids must score at least 80% marks overall would be considered a responsive bid.
Financial Bid for non responsive bids will be returned un opened.

Purchaser will require from participating companies any document/papers that he may require in order to verify the claims of the participating companies with regard to technical competence.
Companies are encouraged to provide maximum documentation as part of the technical proposal.

Sections	Points	Criteria
3. ICT INFRASTRUCTURE EXPERIENCE	200	<ol style="list-style-type: none"> 1. Designed and provided Consultancy Services for at least two Data Centres out of which at least one shall be Tier III/IV- 100 Points 2. Designed at least one enterprise level ICT Infrastructure project to include Servers, Storage, Networking and Security - 30 Points 3. Experience in developing Security Policies and Practices – 30 Points 4. Bidder shall have experience in Business Continuity Management/Planning Framework – 50 Points
4. PUBLIC PROCUREMENT EXPERIENCE	30	<ol style="list-style-type: none"> 1. Experience of managing Public Procurement Process in Pakistan demonstrated through conducting Public Procurement Process in at least two IT projects complying with Pakistan Public Procurement Rules - 30 Points
5. SPECIALIZATION, QUALIFICATION AND COMPETENCE OF THE KEY STAFF ASSIGNED TO THE PROJECT	100	<p>The section will evaluate the required Human Resource potential of the company as well as the quality and experience of the available Human Resource with special reference to the assignment being tendered for.</p> <ol style="list-style-type: none"> 1. Qualified e-Government/IT Engineers/experts/Consultants on payroll as permanent employees for at least one year – 40 Points 2. Data Centre Consultant Assigned to the Project (over 10 years experience) – 20 Points 3. E-Government Consultant Assigned to the Project (over 10 years experience) – 20 Points 4. Certified Program Manager (over 10 years experience) – 10 Points 5. Individual/Team with demonstrated Public Procurement Experience and experience with Legal Contractual Framework in Pakistan - 10 Points
6. FINANCIAL CAPABILITY	100	<p>Bidder must possess sufficient amount of revenue in order to undertake an assignment of this magnitude. – 100 Points</p>



TECHNICAL PROPOSAL EVALUATION CRITERIA

Technical Bids must score at least 80% marks overall would be considered a responsive bid.
Financial Bid for non responsive bids will be returned un opened.

Purchaser will require from participating companies any document/papers that he may require in order to verify the claims of the participating companies with regard to technical competence.
Companies are encouraged to provide maximum documentation as part of the technical proposal.

Sections	Points	Criteria
7. PROPOSED METHODOLOGY	200	Methodology proposed by the consultants shall be evaluated for its innovativeness and soundness and would be graded subjectively.
8. PRESENTATION	100	Detailed Presentation of Technical Proposal including Methodology, Scope of Work, System Design, Project Team and any other necessary details. A 3-D animation model of the entire project would be considered an added advantage.
9. QUALITY MANAGEMENT	20	Bidders shall demonstrate a well-established Quality Management system for executing large and complex assignments. The Quality Management presented would be graded subjectively. Bidder shall have implemented Quality Management System in its line of business and be ISO 9001 Certified

Table 3: Technical Evaluation Criteria

3.5.3 Opening of Financial Bids by Purchaser

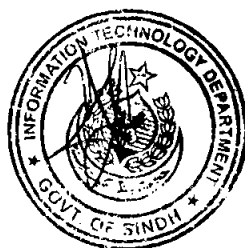
- 3.5.3.1 The Purchaser will open all financial bids of bidders who have qualified the eligibility criteria and scored at least **80%** in technical evaluation, in public, in the presence of qualified bidders' representatives who choose to attend, at the time, on the date and at the place, it will be communicated to qualified bidders well in time. Bidders' representatives shall sign a register as proof of their attendance.
- 3.5.3.2 Financial Bids shall be opened one at a time, reading out: the name of the Bidder; the bid price; the presence or absence of a bid security; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate.
- 3.5.3.3 Financial Bids of Bidders who have not scored the requisite 80% in technical evaluation would not be opened and shall not be considered for further evaluation, irrespective of the circumstances.

3.5.4 Clarification of Bids

- 3.5.4.1 During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

3.5.5 Preliminary Examination of Financial Bids

- 3.5.5.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have



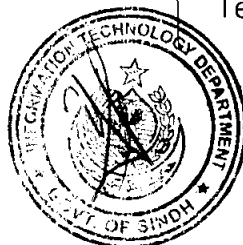
been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 3.5.5.2 Arithmetical errors shall be subject to rectification by the Purchaser. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 3.5.5.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 3.5.5.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications without material deviations, exceptions, objections, conditions, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:
1. that limits in any substantial way the scope, quality, or performance of the proposed solution; or
 2. that limits, in any substantial way that is inconsistent with the RFP, the Purchaser's rights or the successful Bidder's obligations under the Contract; and
 3. that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 3.5.5.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

3.5.6 Evaluation and Comparison of Financial Bids

- 3.5.6.1 Bidders who have been technically qualified on the basis of the technical evaluation shall be eligible for a detailed evaluation.
- 3.5.6.2 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive.
- 3.5.6.3 Technical Bid Score will get a weightage of 80% and Financial Bid Score will get a weightage of 20% in Award Decision.
- 3.5.6.4 The total bid score would be determined as follows:

$$\text{Score}_i = \left\{ \frac{\text{Cost}_{\text{lowest}}}{\text{Cost}_i} \right\} \times 20\% + \left\{ \frac{\text{Technical Score}_i}{\text{Technical Score}_{\text{highest}}} \right\} \times 80\%$$



where:

Score _i	=	Evaluated Score of Bidder i
Cost _i	=	Evaluated Bid Price of Bidder i
Cost _{lowest}	=	Lowest Evaluated Bid Price amongst all Responsive Bids
Technical Score _i	=	Technical Score of Bidder i
Technical Score _{highest}	=	Highest Technical Score amongst all Bids

3.5.6.5 The bidder securing highest evaluated score will be considered the Best Evaluated Bid or the Lowest Evaluated Bid.

3.5.7 Contacting the Purchaser

3.5.7.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing to the Point of Contact mentioned in clause 1.8.

3.5.7.2 If a Bidder tries to directly influence the Purchaser or interfere in the bid evaluation process or influence the Contract Award Decision, its bid will be rejected and the Bidder may be blacklisted and barred for participating in future Government of Sindh tenders.

3.6 Post Evaluation and Award of Contract

3.6.1 Post Evaluation

3.6.1.1 The Purchaser will determine at its own cost and to its satisfaction whether the Bidder that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily.

3.6.1.2 The Purchaser will evaluate the Bidder's financial, technical, design, integration, customization, production, management, and support capabilities and an examination of the documentary evidence of the Bidder's qualifications, as well as other information the Purchaser deems necessary and appropriate. This may include visits or interviews with the Bidder's clients referenced in its bids, site inspections, and any other measures.

3.6.1.3 An affirmative post-evaluated determination will be a prerequisite for award of the Contract to the evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next Lowest Evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.



3.6.2 Award Criteria

3.6.2.1 The Purchaser will evaluate and award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Best Evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

3.6.3 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

3.6.3.1 The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders in accordance with Sindh Public Procurement Rules 2010.

3.6.4 Notification of Award

3.6.4.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter that its bid has been accepted.

3.6.4.2 The notification of award will constitute the formation of the Contract.

3.6.4.3 Upon the successful Bidder's furnishing of the signed Contract Form and a performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

3.6.5 Signing of Contract

3.6.5.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form, incorporating all agreements between the parties.

3.6.5.2 As soon as practically possible, but no more than fifteen (15) calendar days following receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

3.6.5.3 The Purchaser and successful Bidder may also agree to meet to finalize the Contract Agreement.

4 TERMS AND CONDITIONS

4.1 Payment Terms

4.1.1.1 The payment terms shall be as follows:

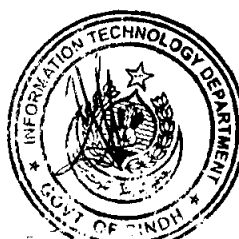
1. Mobilization Advance	20 % of the Contract Value against Advance Payment Guarantee which would be adjusted within 6 months
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2. Submission of the Technical Assessment Report	40% of Contract Value upon submission of Technical Assessment Report.
3. Submission of Feasibility Report/PC-II	30% of Contract Value upon submission of Feasibility Report and PC-II.
4. Submission of all RFPs	10% of Contract Value upon submission of the RFPs and the acceptance thereof by the Purchaser.

Table 4: Payment Terms

- 4.1.1.2 The Advance Payment Guarantee shall be valid till the expiry of the Contract and would be released upon complete adjustment.
- 4.1.1.3 The Advance Payment Guarantee should be equal to 20% of the Contract Value (excluding the cost of RFP Evaluation, Award Recommendation and Project Management).
- 4.1.1.4 The Advance Payment Guarantee may be reduced proportionately on monthly progress reports. The Advance Payment Guarantee shall become null and void and shall be surrendered by Purchaser to the Contractor upon issuance of Acceptance Certificate.
- 4.1.1.5 The payments shall be processed upon presentation of the following documents by the Contractor:
- a) Commercial invoice issued by the Contractor
- 4.1.1.6 Payments shall be made promptly by Purchaser within thirty (30) days of submission of an invoice/claim by the Contractor supported with necessary documents.
- 4.1.1.7 All payment will be made in Pakistan Rupees.
- 4.1.1.8 The type, method and conditions of payment to be made to the Contractor under his Contract shall be specific in the Contract. The Contractor's request's for payment shall be made to Purchaser in writing, accompanied by an invoice describing, as appropriate, the goods delivered and services performed, duly verified by the Project Director of Purchaser or his designated representative(s) and fulfilment of other obligations stipulated in the Contract. Purchaser or any other designated office shall pay the invoice.
- 4.1.1.9 The total amount to be paid to the successful Contractor shall be the Contract price adjusted to give effect to such additions there to and deductions there from as are provided under the conditions of Contract.



4.2 Ownership

4.2.1.1 The ownership of all products and services rendered under any Contract arising as a result of this RFP will be the property of the Purchaser.

4.3 Governing Law

4.3.1.1 This RFP and any Contract executed pursuant to this RFP shall be governed by and construed in accordance with the laws of Pakistan. The Government of Pakistan and all Bidders responding to this RFP and parties to any Contract executed pursuant to this RFP shall submit to the exclusive jurisdiction of the Pakistani Courts.

4.4 Contractor's Negligence

4.4.1.1 The Contractor shall indemnify Purchaser in respect of all injury or damage to any person or to any property and against all actions, suits, claims, demands, charges and expenses arising in connection herewith which shall be occasioned by the negligence or breach of statutory duty of the Contractor, any sub-Contractor before whole of the project has been finally accepted.

4.5 Delays in Performance

4.5.1.1 Delivery of the goods shall be made by the Contractor in accordance with the time schedule specified in the Contract.

4.5.1.2 Delay by the Contractor in performance of its delivery/project completion obligations shall render the Contractor liable to any or all of the penalties including but not limited to liquidated damages, the Contractor shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Contractor's notice, Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.

4.6 Contractor's Default

4.6.1.1 If the Contractor neglects to perform the Contract with due diligence and expedition or refuses/or neglects to comply with any reasonable orders given to him in writing by Purchaser or any of his authorized representative in connection with the performance of the Contract or shall contravene the provision of the Contract, Purchaser may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of.

4.6.1.2 Should the Contractor fail to comply with the said notice, with a reasonable time from the date of service thereof, it shall be lawful for Purchaser by notice in writing to the Contractor.

4.6.1.3 If the Contractor fails to complete any of his obligations within the time granted by Purchaser under "FORCE MAJEURE" and Purchaser shall have suffered any loss from such failure, Purchaser may be entitled to deduct from the Contract price at the



rate of (0.5%) of that portion of functionality which cannot in consequence of the said failure be put to the use intended for such work for each week between the time fixed in the Agreement (except as aforesaid) and the actual date of completion, subject to a maximum deduction of 10% of the value of the Contract.

4.7 Termination of Contract

4.7.1 Termination of Contract for Default

4.7.1.1 Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part;

1. If the Contractor fails to deliver any or all of the goods and services within the time period's specified in the Contract or any extension thereof granted by Purchaser;
2. If the Contractor fails to perform any other obligation under the Contract; or
3. If there is evidence that the Contractor has supplied goods or Services evading Sales Tax, due Customs Duties and any other levies; or
4. If the Contractor, in either of the above circumstances, does not cure its failure with in a period of 60 days (or such long period as Purchaser may authorize in writing) after receipt of the default notice from Purchaser.

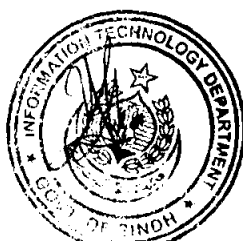
4.7.1.2 In the event Purchaser terminates the Contract in whole or in part, Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those un-delivered, and the Contractor shall be liable to Purchaser for any excess costs for such similar goods and services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

4.7.2 Termination for Insolvency

4.7.2.1 Without prejudice or affecting of any right action or remedy which has accrued or will accrue there-after to Purchaser, Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.

4.8 Liquidated Damages

If Contractor fails to deliver any or all of the goods or perform the services within the time period (s) specified in the Contract, Purchaser shall without prejudice to its other remedies under the Contract, shall have the right to claim liquidated damages and Contractor shall pay to Purchaser as liquidated damages with respect to those delayed goods an amount equal to 0.5% of the value of the services delayed for each week of delay or part thereof until actual delivery or performance up to a maximum deduction of 10% of the Contract price. Once the maximum is reached, Purchaser may consider Termination of Contract keeping in view the legal rights of the contractor under the Law of Pakistan.



4.8.1.2 The value of all goods or part supply of goods and services made which are incomplete and therefore not utilized by Purchaser in its operations shall also be added for the purpose of liquidated damages. Any liquidated damages if not paid in cash by Contractor shall be deducted from the invoice (s) submitted by Contractor. The imposition of liquidated damages upon the Contractor and its payment shall not absolve the Contractor/supplier from its obligations to deliver or from any other liabilities or obligations under the Contract.

4.9 Amicable Settlement

- 4.9.1.1 Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with Contract.
- 4.9.1.2 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 4.9.1.3 Except as otherwise provided in the Contract, any difference, dispute or question arising out of or with reference to the Contract which cannot be settled amicably shall within (30) thirty days from the date of either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.
- 4.9.1.4 The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended.
- 4.9.1.5 The arbitration of the majority of the arbitrators shall be final and binding on both parties.

4.10 Force Majeure

4.10.1.1 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other causes similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to



overcome. The terms of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 4 (four) months from performing or accepting performance, the party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

4.10.1.2 If a Force Majeure situation arises, the Contractor shall promptly notify Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5 CONDITIONS OF CONTRACT

These General conditions shall apply in all Contracts made by Purchaser for the procurement of goods.

5.1 Applicable Laws

The Contract shall be interpreted in accordance with the laws of Pakistan. The Contractor shall respect the provisions contained in applicable statutory notifications.

5.2 Taxes and Duties

The Contractor or his agent shall be entirely responsible for all taxes and levies including General Sales Tax (GST), Stamp Duty, Withholding Tax, Custom Duties, license fees, etc. incurred or accrued until the final delivery of the goods and services.

5.3 Stamp Duty

The Contractor would be responsible for paying the Stamp Duty in the amount of 0.3% of the Total Value of the Contract at the time of signing the Contract.

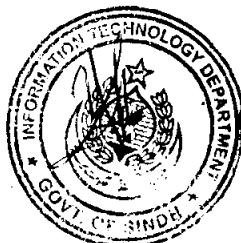
5.4 Contract Language

The Contract shall be written in the English language. All literature, correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

5.5 Notices

Any notice given by one party to the other pursuant to this Contract shall be sent in writing or by fax (copy by email) and confirmed in writing to the address specified for the purpose in the conditions of Contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.



5.6 Correspondence

The Contractor shall not indulge into correspondence with unconcerned offices and organizations within or outside Purchaser prior to the award of the Contract or later. The authorized address in this connection is stated in clause 1.8.

5.7 Patent Rights

The Contractor indemnify Purchaser against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.

5.8 Officials not to Benefit

No official or employee of Purchaser shall be admitted to any share or part of this Contract or to any benefit that may arise there from. The Contract shall be liable for cancellation during any time of execution if such default is reported, detected and noticed.

5.9 Modifications/Amendment to Contract

This contract may be modified/ amended to include fresh clause(s) to the mutual agreement by the Supplier and the Purchaser. Such modification shall form an integral part of the Contract.

5.10 Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications given in the RFP, and when no applicable standards is mentioned, to the authoritative standard appropriate to the good's country or origin and such standards shall be the latest issued by the concerned institution. In case of conflicting specifications appearing in the documents, decision of Purchaser will be final and will hold good.

5.11 Confidentiality of Information

The Contractor shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of 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 so far, as may be necessary for purposes of such performance.

The Contractor shall not, without Purchaser' prior written consent, make use of any documents or information except for purposes of performing the Contract.

Any documents other than the Contract itself, shall remain the property of Purchaser and shall be returned (in copies) to Purchaser on completion of the Contractor's performance under the Contract if so required by Purchaser.



5.12 Obligations of the Contractor

The Contractor shall conform in all respects with the provisions of all Federal Provincial and Local Laws, Regulations and any other Laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as "state laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep Purchaser indemnified against all penalties of every kind for breach of any of the same. For the term of the Contract, as far as reasonably practicable and without liability on its part, Purchaser shall provide such information as may be required by the Contractor.

5.13 Assignment

The Contractor shall NOT assign, in whole or in part, its obligations to perform under this Contract, except with Purchaser's prior written consent.

5.14 Change of Order

Purchaser may at any time, by a written order given to the Contractor with mutual consent, make change within the general scope of the Contract in the following:-

1. Addition or Deletion or Change in Scope of Work.

If any such change causes an increase or decrease in the cost of, or the time required for the Contractor's 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 days from the date of Contractor's receipt of Purchaser's changed order.

5.15 Contract Amendments

Any variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

5.16 Execution of Contract

Execution of the Contract shall be made by the Contractor in accordance with the terms specified by Purchaser in its schedule of requirements and the conditions of Contract, and the goods shall remain at the risk of the Contractor until the system is commissioned into the service.



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ANNEXURE A - FORMS

BID FORM – Technical Bid

To:

Secretary to Government of Sindh,
Information, Science & Technology Department,
Karachi

Sir:

Having examined the bidding documents for the project "Procurement of IT Project Management Consultancy for Feasibility Study (PC-II) for Centralized Data Centre for Government of Sindh", the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to manage, plan, execute, implement and monitor the project in conformity with the said bidding documents for the Total Bid Price mentioned in our Financial Bid.

We undertake, if our Bid is accepted, to complete the Works in accordance with the Contract agreement and as per the RFP.

We have submitted a Bid Bond in the amount of 2% of the Bid Value as required in the RFP along with our Financial Bid.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this-----day of -----2014

Signed: _____

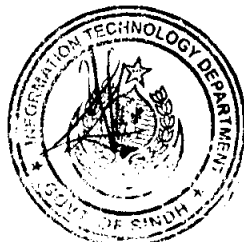
by _____ in capacity of _____ duly
authorized to submit this bid on

behalf of _____.

WITNESS

Signature -----
Name-----
Title:-----
Address:-----

Signature -----
Name -----
Title-----
Address-----



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2
3
4
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BID FORM – Financial Bid

To:

Secretary to Government of Sindh,
Information, Science & Technology Department,
Karachi

Sir:

Having examined the bidding documents for the project "Procurement of IT Project Management Consultancy for Feasibility Study (PC-II) for Centralized Data Centre for Government of Sindh", the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to manage, plan, execute, implement and monitor the project in conformity with the said bidding documents for the Total Bid Price.

Pak Rupees (in figures _____ in words _____)

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to complete the Works in accordance with the Contract agreement and as per the RFP.

We have submitted a Bid Bond in the amount of 2% of the Bid Value as required in the RFP.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this-----day of -----2014

Signed: _____

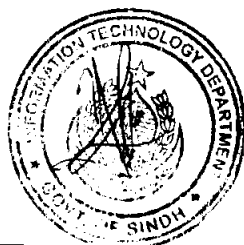
by _____ in capacity of _____ duly
authorized to submit this bid on

behalf of _____

WITNESS

Signature -----
Name-----
Title:-----
Address-----

Signature -----
Name -----
Title-----
Address-----



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12
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AFFIDAVIT

(To be printed on Rs. 100/- Stamp Paper)

From: _____

To:
Secretary
Information Science and Technology Department
Government of Sindh
Karachi

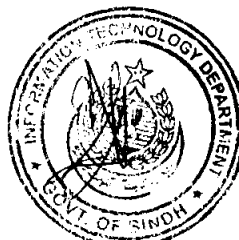
Subject: Affidavit

We, M/S _____ having our office at _____ hereby undertake that as a result of contract between us and your organization for the project "Procurement of IT Project Management Consultancy for Feasibility Study (PC-II) for Centralized Data Centre for Government of Sindh," if any conflict / dispute arises regarding the execution of work, we shall not resort to any court of law. The dispute / difference, if any, shall be settled as per relevant clauses of the tender document.

We, M/S _____ further undertake that to the best of our knowledge we are not involved in any litigation and have never been black listed by any organization in Pakistan.

Authorized Signature
M/S _____

Dated _____
(Company's Seal)



INTEGRITY PACT

(To be printed on Rs. 100/- Stamp Paper)

Project Name: "Procurement of IT Project Management Consultancy for Feasibility Study (PC-II) for Centralized Data Centre for Government of Sindh"

Bid Date: _____

{Name of Bidders} hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh or any administrative sub division or agency thereof or any other entity owned or controlled by (GoS) through any corrupt business practice.

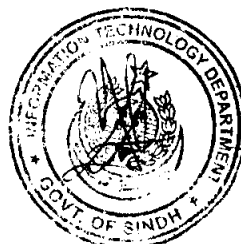
Without limiting the generality of the foregoing {Name of Bidders} represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to anyone within or outside Pakistan either associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege, or other obligation or benefit in whatsoever form from Government of Sindh (GoS) that has been expressly declared pursuant hereto.

{Name of Bidders} certify that it has made and will make full disclosure of all agreements and arrangement with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

{Name of Bidders} accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege, other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any right and remedies exercised by GoS in this regard, {Name of Bidders} agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices, and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by {Name of Bidders} as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right interest privilege or other obligation or benefit in whatsoever form GoS.

Stamp & Signatures



BID SECURITY FORM

WHEREAS ----- (hereinafter called "**the Bidder**") has submitted its bid dated -----for the "Procurement of IT Project Management Consultancy for Feasibility Study (PC-II) for Centralized Data Centre for Government of Sindh", (hereinafter called "**the Bid**").

KNOW ALL MEN by these presents that We ----- (Name of Bank) of -----(Name of Country) having our registered office at ----- (address of Bank) hereinafter called "the Bank") are bound into the Secretary to Government of Sindh, Information Technology Department, Karachi, Pakistan (hereinafter called "the Purchaser") in the sum of -----, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this-----day of-----, 2014

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to execute the Contract Form, when requested.

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to -----2014, the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)
By-----
(Title)
Authorized Representative



PERFORMANCE SECURITY FORM

To:

Secretary
Information, Science & Technology Department,
Government of Sindh,
Karachi-Pakistan

WHEREAS (Name of the Contractor)

Hereinafter called "the Contractor" has undertaken, in pursuance of the bid for the "Procurement of IT Project Management Consultancy for Feasibility Study (PC-II) for Centralized Data Centre for Government of Sindh", dated _____ 2014, (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 2014, thirty (30) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

