ISLAMIC REPUBLIC OF PAKISTAN
GOVERNMENT OF THE PUNJAB

COMPUTERIZATION OF PUNJAB PROVINCIAL
COOPERATIVE BANK LIMITED

DRAFT BIDDING DOCUMENT FOR SOFTWARE
DEVELOPMENT OF
ELECTRONIC BANKING SYSTEM

June 2009

INFORMATION TECHNOLOGY DEPARTMENT
LAHORE

INFORMATION TECHNOLOGY DEPARTMENT
LAHORE

MANAGEMENT CONSULTANTS
N.B The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.
**COMPUTERIZATION OF PUNJAB PROVINCIAL COOPERATIVE BANK LIMITED**

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INVITATION TO BID

1. The Cooperatives Department, Government of the Punjab - Lahore, invites sealed bids from eligible bidders for development, deployment, testing and training of Electronic Banking System (EBS) for Computerization of Punjab Provincial Cooperative Bank Limited (PPCBL) Project. As part of this project software would be developed for all the PPCBL Departments; Existing General Banking Operations, Loaning Operations and Operations related to Cooperative Societies. Moreover, MIS module, Data Warehouse, Decision Support System (DSS) would also be required to help PPCBL Management in future planning. PPCBL Web Portal for e-Banking related services for clients/customers and General Public is deemed to be a mandatory part of the solution that would be provided by the Contractor. It should be noted that a detailed Functional Specification (FS) Document for the project is already developed and available with the Cooperative Department. However, the contractor needs to study and make necessary amendments in the FS before starting the Software Development. The Bidder must also refer to the Sections – Information for Bidders in the SRS Portion of the Bidding Document and provide the required information.

2. The Cooperatives Department, Government of the Punjab requests Tender Bids in sealed envelopes as per Schedule–B of this document. Proponents applying for bids should submit two separate bids/envelopes for Financial Proposal and Technical Proposal.

3. The bidder must quote for the complete scope of work. The bid offering partial scope of work shall be rejected as non-responsive.

4. The Technical Proposal should contain all the bid items without quoting the price and must list firm’s clientele, details of past project, resumes / CV’s of the engineering team. Financial bids of Firms not pre-qualified on Technical basis will not be opened.

5. Interested eligible bidders may obtain further information on the bid and inspect the bidding documents at the office of the Project Incharge, Head Office, Bank Square, Shahra-e-Quaid-e-Azam, Lahore.

6. Bidding Document is downloadable from the website of IT Department, Government of the Punjab.

7. All bids must be accompanied by a call deposit of two percent (2 %) of total bid amount, and must be delivered to the office of the Section Officer (General), Cooperatives Department on or before 15:00 hours on 09/07/2009. The Technical bids will be publicly opened in the committee room of PPCBL, Head Office at 11:00 hours on the 14/07/09.

8. The Cooperatives Department, Government of the Punjab will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

9. Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of bidders is drawn to the provisions of
Clause on “Determination of Responsiveness of Bid” regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

10. As authority competent to accept the tender, the Cooperatives Department, Government of the Punjab reserves the right to accept or reject one or all the tenders without assigning any reason thereof and decision cannot be challenged in any court of law.

11. All prices quoted must include any Taxes applicable, such as Income Tax, etc. If not specifically mentioned in the Quotation, then it will be presumed that the prices include all the taxes.

12. Execution/installation of all the components of the said project will be dependent on the chosen model of the application. In the first phase of the project, automation of Main PPCBL office and Lahore Zonal Office will be covered. In the next phase, all the seven zones located in Punjab will be connected and automate to provide efficient communication and information sharing for prompt and immediate action. The Bidders need to submit their bids only for the first phase of the Project.

13. Failure to develop Software within the stipulated time period will invoke penalty as specified in Schedule-A of this document. In addition to that, 2% Call Deposit Receipt (CDR) amount will be forfeited and the company will not be allowed to participate in future tenders as well.

Project Incharge  
(Punjab Provincial Cooperative Bank Limited)  
Head Office, Bank Square,  
Shahra-e-Quaid-e-Azam,  
Lahore.  
Ph: 9211432-6 Ext. 203
INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

1.1 The Purchaser wishes to receive Bid for the supply of Electronic Banking System (EBS) software (hereinafter referred to as Software) and provide other services such as testing, training and other such obligations specified in this document (hereinafter referred to as Services).

EBS would consist of Software for all PPCBL Departments; existing standard banking operations, loaning operations, operations related to cooperative societies; and PPCBL Web Portal.

Departmental Software would be used in all PPCBL Departments namely Credit and Recovery, Audit and Inspection, Accounting and Finance, Board/Property and Shares, Administration and Establishment, Legal, Engineering, Caretaker and Procurement, Record and Human Resource Management (HRM) and Training.

Software is also required for existing general banking operations, loaning operations and operations related to cooperative banking. It must be noted that software must have provision of all other features and functional requirements identified in the Sections – Functional Requirements & Proposed Solution of SRS Document, as in future PPCBL would like to incorporate all the additional features.

MIS, Data Warehouse and DSS would also be required. In addition, PPCBL Web Portal would be used to provide e-Banking facilities to all the clients and customers and would also be an external interface of PPCBL with the general public.

The bidder must quote for the complete scope of work. The bid offering partial scope of work shall be rejected as non-responsive.

Information Technology Department, Govt. of the Punjab (hereafter called ITD) will be the executing agency for the Project.

National Engineering Services Pakistan Pvt. Limited (NESPAK) Lahore is the Management Consultant (hereafter called the Consultant) for the Project.

1.2 The bid is to be completed and submitted to the Cooperatives Department in accordance with these Instructions to Bidders.

1.3 Selection and Evaluation Criteria

Evaluation criteria, evaluation of the responses to the RFP and selection of the successful supplier will be entirely Cooperatives Department discretion. Cooperatives Department decision will be final and no claims, request for clarification and correspondence about the decision will be entertained.
Below is a list of key criteria, which will be used to evaluate RFP responses. This list is neither exhaustive nor in any particular order. The actual evaluation parameters are given inside *Evaluation Parameters* table given in *Evaluation and Comparison of bids* section.

1) Conformation to requirements mentioned in the SRS document.
2) Quality and fitness for purpose of proposed solution.
3) Proven business and technical expertise (Professional Services) of the Supplier
4) References in the Government sector, particularly those having country wide Software Development experience.
5) Proven compliance with relevant international standards.
6) Proven compatibility with different internet browsers.
7) Hardware platform independence.
8) Proven implementation methodology and experience.
9) Cost effectiveness and cost of ownership.
10) Resilience of solution.
11) Expandability and scalability of solution.
12) Ease of implementation and/or transition to the proposed solution.

The evaluation of this RFP will be based on the responses received and therefore Suppliers should provide as much detail as considered necessary to assist in this evaluation.

2. **Eligible Bidder**

2.1 Any software company which is registered in Pakistan (proof of registration will be required along with a certificate of registration of NTN number) can bid for the development, deployment and supply of Electronic Banking System (EBS) and provide other services such as business process reengineering, data migration, testing, training, support and other obligations specified in this document. The evaluation of company will be done against the evaluation parameters provided in this document.

3. **Eligible Software**

3.1 The Software and Services to be supplied under the Contract shall have their origin in eligible member countries, as listed below and all expenditures made under the contract will be limited to such Software and Services.

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<td>Australia</td>
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<td>Austria</td>
<td>Micronesia, Federal States</td>
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<td>Bangladesh</td>
<td>Myanmar</td>
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<td>Belgium</td>
<td>Nauru</td>
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<td>Bhutan</td>
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<td>Burma</td>
<td>Netherlands</td>
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<td>Cambodia</td>
<td>New Zealand</td>
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<tr>
<td>Canada</td>
<td>Norway</td>
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<tr>
<td>China, People's Republic of</td>
<td>Pakistan</td>
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</tbody>
</table>
Cook Islands  Papua New Guinea
Denmark       Philippines
Fiji           Singapore
Finland        Solomon Islands
France         Spain
Germany,       Sri Lanka
Hong Kong      Sweden
India          Switzerland
Indonesia      Taipei, China
Italy          Thailand
Japan          Tonga
Kazakhstan     Turkey
Kiribati       Tuvalu
Korea, Republic of United Kingdom
Kyrgyz Republic United States of America
Laos People's Democratic Republic Vanuatu
Malaysia       Viet Nam
Maldives       Western Samoa

3.2 For purposes of Clause 3.1 above, "origin" shall be considered to be the place where the Software will be developed or from which the Services are supplied.

4. Cost of Bidding

4.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Cooperatives Department will in no case be responsible or liable for those costs.

5. Joint Ventures

5.1 Bids submitted by a joint venture of two or more companies or partners shall comply with the following requirements:

   a) the Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners;
   b) one of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
   c) the partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
   d) all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and
   e) a copy of the agreement entered into by the joint venture partners shall be submitted with the Bid.

6. Assurance
6.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Software and Services pursuant to the Contract, within the time set forth therein.
BIDDING DOCUMENTS

7. Contents of Bidding Documents

7.1 The Software and Services required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation to Bid, the bidding documents include:

Part A – Bidding Documents
a) Instructions to Bidders
b) Bid Form
c) Schedules:
   Schedule A Special Stipulations
   Schedule B Price Schedule
   Schedule C Project Experience
   Schedule D Historical Non-Performance
   Schedule E Financial Information
   Schedule F Brief Company Information
   Schedule G CV Format
d) Bid Security Form
e) Performance Security Form
f) Contract Form
g) Conditions of Contract
h) System Support and Training

Part B - SRS
j) Software Requirements Specifications

7.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

8. Clarification of Bidding Documents

8.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the Cooperatives Department in writing or by telephone or by visiting at the following address:

Project Incharge
(Punjab Provincial Cooperative Bank Limited)
Head Office, Bank Square,
Shahra-e-Quaid-e-Azam,
Lahore.
Ph: 9211432-6 Ext. 203
The Consultant will respond in writing to any request for information or clarification of the bidding documents, which it receives no later than five (5) days prior to the deadline for the submission of bid.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bid, the Cooperatives Department may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment through the Consultant.

9.2 The amendment shall be part of the bidding documents, pursuant to Clause 7.1, will be notified in writing or by telex, cable or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

9.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Cooperatives Department may, at its discretion, extend the deadline for the submission of bid.
PREPARATION OF BID

10. Language of Bid

10.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Cooperatives Department shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the bidder shall be in accordance with the evaluation parameters described in Clause 28.1 and the following documents. However, the evaluation of proposal submitted shall be inclusive of, but not be limited to, the following factors:

11.2 Financial Proposal

11.2.1 The Financial Proposal of the bid shall comprise the following documents and evaluation parameter as stated in Clause 28.1:

   a) Bid Form:
   The Bidder shall complete the Bid Form in accordance with Clause 12.

   b) Price Schedule:
   The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents in accordance with Clauses 13 & 14.

   c) Bid Security:
   The bidder shall furnish Bid Security in accordance with Clause 18.

11.3 Technical Proposal

11.3.1 The Technical Proposal shall comprise the following documents and evaluation parameter items 1, 2 & 4 as stated in Clause 28.1:

   a) Documentary evidence establishing, in accordance with Clause 15, that the bidder is eligible to bid.

   b) Documentary evidence establishing, in accordance with Clause 16, that the bidder is qualified to perform the Contract if it’s Bid is accepted.

   c) Documentary evidence establishing, in accordance with Clause 17, that the Software to be supplied by the bidder conform to the bidding documents.

   d) Power of attorney in accordance with Clause 20.2.


   f) Response to different parts of SRS Document (Functional Requirements, Proposed Solution, BPR, Data Migration, Software Implementation Strategy etc. (The Bidder must also refer to the Sections – Information for Bidders in the SRS Portion of Bidding Document and provide the required information)
12.  **Bid Form**

12.1 The bidder shall complete the Bid Form and all the Schedules furnished in the bidding documents.

13.  **Bid Prices**

13.1 The bidder shall complete Schedule – B, Price Schedule for all the items in accordance with the instructions contained in this document.

13.2 Prices quoted in the Price Schedule for the Software and Services should be entered in the following manner:

   (i) The price of the Software will be quoted at the address provided in Schedule A.
   (ii) For services (training etc.) in the use of the Software.

13.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

14.  **Bid Currencies**

14.1 Prices shall be quoted in Pak Rupees.

15.  **Documents Establishing Eligibility of the Bidder**

15.1 The bidder shall furnish, as part of its bid, certification establishing the bidder's eligibility to bid.

16.  **Documents Establishing the Bidder’s Qualifications to Perform the Contract**

16.1 The documentary evidence of the bidder’s qualifications to perform the Contract, if its Bid is accepted, shall establish to the Cooperatives Department satisfaction prior to the award of contract.

   (a) that, the bidder has the financial and technical capability necessary to perform the Contract, including capacity in terms of personnel for the purpose of carrying out the Services.

17.  **Documents Establishing the Software Conformity to the Bidding Documents**

17.1 The documentary evidence of the Software and Services conformity to the bidding documents may be in the form of literature etc., and shall furnish:

   (a) A list, giving full particulars, of trained personnel, for training and servicing including available resources, etc. necessary for the proper functioning of the Software.
   (b) A proposal that conforms to the clauses mentioned in evaluation criteria (Clause-28), the requirements mentioned in the Software Requirement Specifications.
18. **Bid Security**

18.1 Pursuant to Clause 11.1, the bidder shall furnish, as part of its bid, a bid security in the amount of not less than two percent of the Total Bid Price.

18.2 The bid security shall be denominated in Pak Rupees and shall be in one of the following forms:

(a) Bank guarantee issued by a reputable bank operating in Pakistan in the form provided in the bidding documents;
(b) Cashier's cheque or certified cheque.

18.3 The bid not secured in accordance with Clauses 18.1 and 18.2 above will be rejected by the Cooperatives Department as non-responsive.

18.4 An unsuccessful bidder’s bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.

18.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 34, and furnishing the performance security, pursuant to Clause 35.

18.6 The bid security may be forfeited:

(a) If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
(b) If the bidder does not accept the correction of the Total Bid Price pursuant to Clause 27; or
(c) if the bidder fails;
   (i) To sign the contract in accordance with Clause 34, or
   (ii) To furnish the performance security in accordance with Clause 35.

19. **Period of Validity of Bid**

19.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the Cooperatives Department, pursuant to Clause 22.

19.2 Notwithstanding Clause 19.1 above, the Cooperatives Department through the Consultant may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by cable or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 18 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.
20. Format and Signing of Bid

20.1 The bidder shall prepare one (1) original and one (1) copy of the documents comprising
the Technical & Financial Bid as described in Clause 11, clearly marking each
“ORIGINAL” and “COPY” as appropriate. In the event of any discrepancy between the
ORIGINAL and the COPY, the ORIGINAL shall govern. A sealed soft copy of both
Technical and Financial bids must be provided separately in different CDs clearly
marking each as “Technical Bid” and “Financial Bid”.

20.2 Prescribed Bid Form and Schedules shall be used. The original and copy of the bid shall
be typed or written in indelible ink (in the case of copies, photocopies are also
acceptable) and shall be signed by the bidder or a person duly authorized to sign on
behalf of the bidder. Such authorization shall be indicated by written power of attorney
accompanying the bid. All pages of the bid where entries and amendments have been
made shall be initialed by the person signing the bid.

20.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to
correct errors made by the bidder, in which case such corrections shall be initialed by the
person or persons signing the bid.
SUBMISSION OF BID

21. Sealing and Marking of Bid

21.1 The bidder shall seal the original and each copy of the Technical & Financial Bid separately in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL" and "COPY". The CD for Technical Bid must be enclosed in the envelope of Technical Bid and the CD for Financial Bid must be enclosed in the envelope of Financial Bid.

21.2 The inner and outer envelopes shall:

(a) Be addressed to the following address:

   Project Incharge
   (Punjab Provincial Cooperative Bank Limited),
   Head Office, Bank Square,
   Shahra-e-Quaid-e-Azam, Lahore
   Government of the Punjab.
   Ph" 9211432-6

(b) Bear the following identification:

   Bid for “Computerization of Punjab Provincial Cooperative Bank Limited”
   DO NOT OPEN BEFORE 11:00 Hours on 14/07/09.

21.3 In addition the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late”.

21.4 Fax bid will not be entertained.

22. Deadline for Submission of Bid

22.1 The original and copy of bid must be received by the Cooperatives Department at the address specified in Clause 21.2 no later than:

   Date: 09/07/09
   Time: 15:00 Hours

22.2 The Cooperatives Department through the Consultant may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, in which case all rights and obligations of the Cooperatives Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23. Late Bid

23.1 The bid received by the Cooperatives Department after the deadline for submission of bid prescribed by the Cooperatives Department, pursuant to Clause 22, will be rejected and returned unopened to the bidder.
24. **Modification and Withdrawal of Bid**

24.1 The bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification or withdrawal is received by the Cooperatives Department prior to the deadline prescribed for submission of bid.

24.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 21. A withdrawal notice may also be sent by telex or cable but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.

24.3 The bid may not be modified subsequent to the deadline for submission of bid.

24.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder’s forfeiture of its bid security, pursuant to Clause 18.
OPENCING AND EVALUATION OF BID

25. Opening of Bid

25.1 The bid shall be opened by the Cooperatives Department in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 22.1, at the committee room of PPCBL Head Office, given in Clause 21.2 (a). The bidder's representatives who are present shall sign a register evidencing their attendance.

25.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Cooperatives Department, at its discretion, may consider appropriate will be announced and recorded at the opening.

26. Clarification of Bid

26.1 To assist in the examination, evaluation and comparison of bid, the Consultant may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

27. Determination of Responsiveness of Bid

27.1 Prior to the detailed evaluation of the bid, pursuant to Clause 29, the Client assisted by the Evaluation Committee will examine and determine the substantial responsiveness of the bid to requirements the bidding documents. A substantially responsive bid is one which:

(a) Meets the eligibility criteria specified in Clauses 2 and 3;
(b) Has been properly signed on the Bid Form;
(c) Is accompanied by the required Securities and these Securities are valid and in good order;
(d) Meets the major technical criteria specified in the schedule:
(e) Meets the delivery period set out in Schedule A – Special Stipulations to Bid;
(f) Meets the rate and limit of liquidated damages as specified in Schedule A – Special Stipulations to Bid;
(g) Offers fixed price quotations i.e. the bid do not offer an escapable price quotation;
(h) Is otherwise complete and generally in order; conforms to all the terms, conditions and Specifications of the bidding documents.

27.2 The Evaluation Committee’s determination of a bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

27.3 The bidders may be required to give presentation on their proposal.
27.4 The bid determined as not substantially responsive will be rejected by the Cooperatives Department and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.

27.5 The Cooperatives Department may waive any minor informality or non-conformity or irregularity in the bid.

27.6 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Evaluation Committee for any arithmetic errors. Errors will be rectified by the Consultant as follows:

(a) for the total bid price entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total Bid Price, shown in the Price Schedule, will govern unless the Bid Contains a specific statement confirming the total Bid Price.

(b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the Evaluation Committee, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price as quoted will govern and the unit rate will be corrected, and

(c) where there is a discrepancy in the total price quoted in the Price Schedule vis-à-vis addition of each item, the total of the itemized prices will govern.

The amount stated in the Bid Form will be adjusted by the Evaluation Committee in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors, his Bid will be rejected and the Bid Security will be forfeited in accordance with Clause 18.6.

Corrected Total Bid Price: The price as determined after the application of arithmetic corrections shall be termed as corrected Total Bid Price.

28. **Evaluation and Comparison of Bids**

The Evaluation Committee will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 27, as stated hereinafter.

28.1 **Basis of Evaluation and Comparison of Bid**

The Technical and Financial Bids shall be evaluated on the basis of whole of the Software and Services referred in the Price Schedule and following parameters.
**Evaluation Parameter** | **Total Marks** | **Questionnaire**
--- | --- | ---
Company profile | | The companies will be pre-qualified on the basis of RFPs submitted against this particular tender. For their company profile and financial strength and general standing in the market. They would be judged on merit as per the Evaluation Form for pre-qualification annexed as A. RFP evaluation will be read with the details provided by the bidder company. The Technical evaluation will be software specific and not only the generic capability of the bidder for across the board software development. Hence the weightage for each parameter may be fixed by the Senior Technical Officer as per requirement.

1. Technical Proposal
(Qualification 560/700)
   a. Company Profile and Team
(Qualification 40/50)
   i. Roles
   ii. Resumes
   iii. Skill Matrix
   iv. Education
   v. Experience
<table>
<thead>
<tr>
<th>Role</th>
<th>Team</th>
<th>Skill</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 (50%Technical &amp; 50% Domain knowledge) PM</td>
<td>3+ years</td>
<td>Project Plan, Project Tracking, Risk Analysis</td>
<td>Pass Criteria: 80%, 20% for each year</td>
</tr>
<tr>
<td>10 Designer</td>
<td>3+ years</td>
<td>Object Oriented Analysis (OOA) &amp; OO Design UML</td>
<td>Pass Criteria: 80%, 20% for each year</td>
</tr>
<tr>
<td>5 Development Team</td>
<td>Average 2+ years</td>
<td>OO Programming</td>
<td>First year - 30%, Rest - 70%</td>
</tr>
<tr>
<td>5 Database Team</td>
<td>Average 1+ years</td>
<td>E/R Modeling, RDBM, Selected DBMS</td>
<td>First year - 20%, Rest - 40% each</td>
</tr>
<tr>
<td>5 Testing Team</td>
<td>Average 1+ years</td>
<td>Test case development and testing</td>
<td>Pass Criteria: 100%</td>
</tr>
<tr>
<td>5 Configuration Mgt Team</td>
<td>Average 1+ years</td>
<td>Command on one CM tool</td>
<td>Pass Criteria: 100%</td>
</tr>
</tbody>
</table>

Disqualification in any two parts will lead to disqualification from all.

Is the training relevant?
### b. FP Analysis  
(Qualification 80/100)

<table>
<thead>
<tr>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>% age difference in estimates x Weight</td>
<td>100</td>
</tr>
</tbody>
</table>

Pass criteria 60% for each component. Weightage given below is indicative of relative evaluation but could be assigned specific to the product required depending on the technology and architecture of the software. Templates would be provided with the TORs.

1. Internal Logical Files and External Interface Files | 40 |
2. External Inputs | 20 |
3. External Outputs | 20 |
4. External Queries | 20 |

### c. Development Process Overview  
(Qualification 80/100)

<table>
<thead>
<tr>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Write-up 40 marks and presentation 60 marks</td>
<td>100</td>
</tr>
</tbody>
</table>

- Software Dev Life Cycle (SDLC) Model
- Design
- Coding
- Testing
- Configuration Management

The Bidder must provide a solution to the given project architecture as part of the technical bid.

### d. Project Plan  
(Qualification 40/50)

<table>
<thead>
<tr>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Breakdown Structure (WBS)</td>
<td>30</td>
</tr>
<tr>
<td>Risk assessment &amp; Management</td>
<td>10</td>
</tr>
<tr>
<td>Project Plan</td>
<td>10</td>
</tr>
</tbody>
</table>

### e. Sliver/Sample Demonstration Evaluation  
(Qualification 256/320)

<table>
<thead>
<tr>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
</table>
| Design  
1. Object Model | 60 |
2. Dynamic Model | 60 |

- Style | 50 |
2. Conformance to design | 50 |

Test  
1. Test Plan | 20 |
2. Test cases | 30 |
3. Traceability Matrix | 20 |
4. Dependency Matrices | 30 |

### f. Domain/Relevant Experience  
(Qualification 64/80)

<table>
<thead>
<tr>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domain Knowledge (To be evaluated by users of the proposed system)</td>
<td>80</td>
</tr>
</tbody>
</table>

### i. Relevant Project(s)

- Scope/  
  15
Table:

<table>
<thead>
<tr>
<th>functionalities</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Scale of jurisdiction</td>
<td>10</td>
</tr>
<tr>
<td>c. Scale of users</td>
<td>10</td>
</tr>
<tr>
<td>d. LAN/WAN model</td>
<td>10</td>
</tr>
<tr>
<td>e. Interface (GUI) relevance</td>
<td>15</td>
</tr>
<tr>
<td>f. Platform</td>
<td>20</td>
</tr>
</tbody>
</table>

2. Financial Proposal 300

Formula for calculating marks:

\[ \text{Score} = \left( \frac{M}{B} \right) \times \text{Weight} \]

**Notes:**

1. Above table is given as an example to elaborate the evaluation process. The weightage of above parameters (remaining within limit of 700 total marks) may be changed as and when required.
2. Failure in 1b & 1e will result in technical disqualification of the firm.
3. Failure in any 2 parts of Q#1 will result in technical disqualification of the firm.
4. After the first round of evaluation, if needed, short-listed bidders may be sent a set of questions, asking them to further elaborate their technical proposals.
5. Final scores will be assigned to 1a & 1c through 1f after receiving the answers to the questions sent in step 2 followed by a technical presentation.
6. If any of the above sections is not applicable to the evaluation of a specific project that will be replaced with a relevant section of same marks. The replacement section will be shown in the bidding document/ RFP of such project.
7. A mis-statement/misrepresentation for any part of the RFP shall disqualify the firm.
8. The Cooperatives Department reserves the right to cancel this evaluation process without assigning any reason.
9. Firms will be expected to demonstrate the relevant projects already done.
10. The contract would be awarded to bidder who scores maximum in evaluation phase.

28.2. Technical Evaluation

(1) It will be examined in detail whether the Software and Services offered by the bidder comply with the Specifications of the bidding documents. To facilitate this, the design offered by the bidder will be reviewed. Technical features/criteria of the Software detailed in the Specifications will be compared with the bidder's Software Specifications submitted with the bid. Other technical information submitted with the bid will also be reviewed.

(2) It will be examined whether the bidder has the capability to impart training properly.

28.3. Commercial Evaluation

It will be examined in detail whether the bid comply with the specified Conditions of Contract of the bidding documents. It is expected that no major deviation/stipulation shall be taken by the bidder.
28.4. **Evaluated Bid Prices**

The Evaluation Committee’s evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Prices. The price so determined after making such adjustments will be termed as Evaluated Bid Price.

1. Correction of arithmetical errors - as stated in Clause 27;
2. The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only.
3. For bid offering delivery period of the Software earlier than the period specified in the Schedule A – Special Stipulations to Bid, no credit will be given.
4. Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated on the basis of this base price. The bidder may state alternate payment terms and indicate the reduction in bid price that wish to offer for such alternative payment terms. The Cooperatives Department may consider the alternative payment terms offered by the bidder.

29. **Contacting the Cooperatives Department**

29.1 Any effort by a bidder to influence the Cooperatives Department decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

30. **Cooperatives Department's Right to Accept the Bid or Reject the Bid**

30.1 The Cooperatives Department reserves the right to accept or reject the bid and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Cooperatives Department action.
AWARD OF CONTRACT

31. Post-qualification and Award Criteria

31.1 The Cooperatives Department will determine to its satisfaction whether the bidder has offered Software & Services at reasonable prices and is qualified to satisfactorily perform the Contract.

31.2 The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to Clause 16, as well as such other information as the Cooperatives Department deems necessary and appropriate.

31.3 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder’s Bid.

31.4 Subject to Clause 30, the Cooperatives Department will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Consultant, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

32. Not Used

33. Notification of Contract Award

33.1 Prior to the expiration of the period of bid validity, the Cooperatives Department will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.

33.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 34.

34. Signing of Contract

34.1 After the acceptance of performance security by the Cooperatives Department, the Cooperatives Department will send to the successful bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within seven (7) days of the receipt of such Contract Form, the bidder shall sign and date the Contract and return it to the Cooperatives Department.

35. Performance Security

35.1 Within seven (7) days of the receipt of the Letter of Acceptance from the Cooperatives Department, the bidder shall furnish the performance security, in accordance with the Conditions of Contract, in the performance security Form provided in the bidding documents or another form acceptable to the Cooperatives Department.
ADDITIONAL INSTRUCTIONS

36. Instructions to Assist the Bidder

36.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents.

37. Income Tax

37.1 The bidder may make inquiries on income tax to the concerned authorities of Income Tax Department, Government of Pakistan.
BID FORM

To: 
Project Incharge  
Punjab Provincial Cooperative Bank Limited,  
Head Office, Bank Square,  
Shahra-e-Quaid-e-Azam, Lahore  
Government of the Punjab.  
Ph: 9211432-6

Sir:

Having examined the bidding documents including Addendum No ________, the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to supply, deliver, test and impart training 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 Execution Schedule provided in the Schedule – A, Special Stipulations to Bid.

If our Bid is accepted, we will provide the performance security in the sum equal to 10 per cent of the Contract Price, for the due performance of the Contract.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening pursuant to Clause 25 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 ------------------2009

-----------------------------------  -----------------------------------
WITNESS                      BIDDER

Signature ------------------------ Signature ------------------------

Name----------------------------- Name-----------------------------

Title:----------------------------- Title:-----------------------------

Address--------------------------- Address---------------------------

BF-1
# SCHEDULE –A : SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

<table>
<thead>
<tr>
<th>Description</th>
<th>Clause of Conditions of Contract</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Amount of Performance Security</td>
<td>7.1</td>
<td>Ten percent (10%) of the Total Bid Price stated in the Notice of Contract Award/Letter of Acceptance by the Cooperatives Department.</td>
</tr>
<tr>
<td>2. Delivery of Software &amp; Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Address at which Software &amp; Services to be delivered</td>
<td>10.1</td>
<td>Punjab Provincial Cooperative Bank Limited, Bank Square, Lahore.</td>
</tr>
<tr>
<td>b) Contract Execution Schedule</td>
<td>10.2</td>
<td></td>
</tr>
<tr>
<td>- Requirement Phase</td>
<td>10.2.4</td>
<td>Within 75 days from the commencement date of Contract.</td>
</tr>
<tr>
<td>- Detailed Project Schedule</td>
<td>10.2.5</td>
<td>Within 30 days from the commencement date of Contract.</td>
</tr>
<tr>
<td>- Detailed Software Design Specifications (Presentation, Document and Approval)</td>
<td>10.2.6</td>
<td>Within 100 days from the commencement date of Contract.</td>
</tr>
<tr>
<td>- Development Status Report</td>
<td>10.2.7</td>
<td>As per required by the Consultant</td>
</tr>
<tr>
<td>- Detailed Test Plan and Test Cases</td>
<td>10.2.8</td>
<td>Within 190 days from the commencement date of Contract.</td>
</tr>
<tr>
<td>Activity</td>
<td>Timeframe</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>---------------------------------</td>
<td></td>
</tr>
<tr>
<td>System Test Status Report</td>
<td>10.2.9 Within 190 days from the commencement date of Contract.</td>
<td></td>
</tr>
<tr>
<td>Completion of System Development &amp; Integration Testing</td>
<td>10.2.17 Within 230 days from the commencement date of Contract.</td>
<td></td>
</tr>
<tr>
<td>Resources for User Acceptance Test</td>
<td>10.2.11 Prior to User Acceptance Testing.</td>
<td></td>
</tr>
<tr>
<td>Application Software Installation for UAT</td>
<td>10.2.12 Within 235 days from the commencement date of Contract.</td>
<td></td>
</tr>
<tr>
<td>UAT Report</td>
<td>10.2.18 Within 275 days from the commencement date of Contract.</td>
<td></td>
</tr>
<tr>
<td>Application Software Installation/Deployment for Production</td>
<td>10.2.13 Within 290 days from the commencement date of Contract.</td>
<td></td>
</tr>
<tr>
<td>Resources Training</td>
<td>10.2.15 Prior to UAT.</td>
<td></td>
</tr>
</tbody>
</table>

3. System Support Period offered by the supplier/vendor                  | 15.2 One year System Support period |

4. Time within which payment shall be made after delivery of certificate of payment to Cooperatives Department. | 16.6 Forty-two (42) days |
<table>
<thead>
<tr>
<th></th>
<th>Liquidated damages</th>
<th>23.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Liquidated damages for delayed delivery of Software and Services.</td>
<td>0.25% of the Contract Price per day or part thereof.</td>
</tr>
<tr>
<td>2.</td>
<td>Limit of Liquidated Damages.</td>
<td>Not to exceed in the aggregate ten percent (10%) of Contract Price stated in the Notice of Contract Award/Letter of Acceptance by the Cooperatives Department.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Delayed payment</th>
<th>16.7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cooperatives Department shall pay to Contractor compensation at the rate of 8% per year upon all sums unpaid from the date by which the same should have been paid.</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Sundays are not inclusive in the given time duration for different deliverables starting from System Analysis till final Software installation and deployment for production.
SCHEDULE - B: PRICE SCHEDULE

Preamble

1. The Software and Services will be delivered at the address provided in Schedule A. The total Bid Price shall include all changes up to the delivery point and other services to be provided under the Contract.

2. Where no prices are entered against any item, the price of that item shall be deemed to have been distributed among the rates and prices of other items, and no separate payment shall be made for that item(s).

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Item Description</th>
<th>No. of FPs</th>
<th>Price / FP*</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Electronic Banking System (with source code)</td>
<td>System installation, user acceptance testing, deployment, one year system support, user and technical documentation, and any other dependant components (if any) including Support &amp; Training refer to clause 39 and 40 on page ST-1 for details</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total:  

Note: Currencies should be used in accordance with Clause 14 of the Instructions to bidder.

* Functional Point as assessed by the bidder from the SRS document.

Note: The Bid Price will be submitted as part of the Financial Proposal along with the relevant documents.

Signature of Bidder _________________________
## SCHEDULE - C: Similar Project Experience

Please list a maximum of five projects

<table>
<thead>
<tr>
<th>Starting Month / Year *</th>
<th>Ending Month / Year</th>
<th>** Contract Identification</th>
<th>Role of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Contract name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract value:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>***Number of personnel employed:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Man Hours spent:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brief Description of the Works performed by the Applicant:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Customer:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract value:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of personnel employed:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Man hours spent:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brief Description of the Works performed by the Applicant:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Customer:</td>
<td></td>
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<td></td>
<td></td>
<td>Address:</td>
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<td></td>
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<td>Contract value:</td>
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<td></td>
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<td>Number of personnel employed:</td>
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<td></td>
<td></td>
<td>Man hours spent:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Brief Description of the Works performed by the Applicant:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of Customer:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

* List calendar year starting with the earliest year
** Attach copies of contract award and completion documents
*** Attach the signed copy of each project team member resume

**Note:**
This schedule along with the required documents is to be supplied as part of the Technical Proposal.
## SCHEDULE - D: Historical Non-Performance

### Non-Performing Contracts

Contract non-performance did not occur during the stipulated period.

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, Pak Rupees equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Pending Litigation

No pending litigation

Pending litigation as indicated below

<table>
<thead>
<tr>
<th>Year</th>
<th>Outcome as Percent of Total Assets</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value, Pak Rupees equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

This schedule along with the required documents is to be supplied as part of the Technical Proposal.
SCHEDULE - E: Financial Information

To be completed by the Applicant and, if Joint Venture, by each party

<table>
<thead>
<tr>
<th>Financial information in Pak Rupees equivalent</th>
<th>Historic information for previous five (5) years (Pak Rupees equivalent in 000s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>Information from Balance Sheet</td>
<td></td>
</tr>
<tr>
<td>Total Assets (TA)</td>
<td></td>
</tr>
<tr>
<td>Total Liabilities (TL)</td>
<td></td>
</tr>
<tr>
<td>Net Worth (NW)</td>
<td></td>
</tr>
<tr>
<td>Current Assets (CA)</td>
<td></td>
</tr>
<tr>
<td>Current Liabilities (CL)</td>
<td></td>
</tr>
<tr>
<td>Information from Income Statement</td>
<td></td>
</tr>
<tr>
<td>Total Revenue (TR)</td>
<td></td>
</tr>
<tr>
<td>Profits Before Taxes (PBT)</td>
<td></td>
</tr>
</tbody>
</table>

Attach copies of the financial statements (balance sheets, including all related notes; and income statements) for the years required above complying with the following conditions:

a) Must reflect the financial situation of the Applicant or party to a joint venture, and not sister or parent companies
b) Historic financial statements must be audited by a certified accountant
c) Historic financial statements must be complete, including all notes to the financial statements
d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods is requested or accepted)

Note:
This schedule along with the required documents is to be supplied as part of the Technical Proposal.
SCHEDULE - F: Brief Company Information

Company Information consisting of the following is required:

### 1.0 Background

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Name of Firm</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Registration No. with office of registration</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Date and place of registration</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Years of Experience since Registration</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>National Tax Number</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>GST Registration Number</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Type of Firm (Public, Private, Limited, etc.)</td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Owners’ Names</td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Names of Board of Directors/ Chief Executive /Chief Operating Officer</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Present H/O Address and Last Former Address (if any)</td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>Phone/Fax</td>
<td></td>
</tr>
<tr>
<td>1.13</td>
<td>URL</td>
<td></td>
</tr>
</tbody>
</table>

### 2.0 Software Processes

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Provide Development, QA and CM Processes carried out by the Bidding Firm.</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Provide FS Development, Gap Analysis and Business Process Reengineering Methodology and Templates used by the Bidding Firm</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Attach a brief description of your Software Development Life Cycle and the accompanying Processes</td>
<td></td>
</tr>
</tbody>
</table>

### 3.0 Software Teams

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Give Job Descriptions of each of the following Sub-Teams in your company/projects:</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Design Team</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Coding/Programming Team</td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Testing Team</td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Maintenance &amp; Support Team</td>
<td></td>
</tr>
<tr>
<td>3.6</td>
<td>Quality Assurance Team</td>
<td></td>
</tr>
<tr>
<td>3.7</td>
<td>Process Control Team</td>
<td></td>
</tr>
<tr>
<td>3.8</td>
<td>Change Management Team</td>
<td></td>
</tr>
</tbody>
</table>

### 4.0 Certifications

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>List the CMM Level of your firm along with the name of the Accreditation Agency and the date of Certification</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>List any ISO Certification, e.g., ISO 9000:2000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>In case your firm is not CMM Certified, then list the CMM level of your firm which you believe, if inspected, it would adhere to</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>List any other Certifications or Accreditations of your firm</td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>If your firm has been pre-qualified by any Government Department, then list such Departments</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** This schedule, along with the required documents, is to be supplied as part of the Technical Proposal.
# SCHEDULE - G: CV Format

## 1. General Details:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Joining, in this Company</th>
<th>Designation in the Company</th>
<th>Role Assigned in this Project/Activity</th>
<th>Email</th>
<th>Mobile #</th>
</tr>
</thead>
</table>

## 2. Education

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Degree</th>
<th>Passing Year</th>
<th>Institution Name</th>
<th>Major/Minor</th>
<th>Division/GPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 3. Certifications

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Certification</th>
<th>Year of obtaining</th>
<th>Date till Certification is Valid</th>
<th>Certification ID / Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please provide photocopies of certifications with prescribed resume format. Certifications will not be considered valid without the photocopies.

## 4. Experience

Total IT Experience (Yrs): ______________
Details of Relevant IT Experience:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Company Name</th>
<th>Designation /Position</th>
<th>Job Description</th>
<th>Experience Years/Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature)

Note: The Bidder will be required to provide all the CVs in the above mentioned format. The CVs will not be considered if they do not conform to the above mentioned format.
WHEREAS ----------------------------- (hereinafter called "the Bidder") has submitted its bid dated ---------for Electronic Banking System (EBS) for Software Development, (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 Cooperatives Department, Govt. of the Punjab - Lahore Pakistan in the sum of ---------------- -------------------------------, for which payment well and truly to be made to the said Cooperatives Department, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this--------------day of-------, 2009

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 Cooperatives Department 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. or

We undertake to pay to the Cooperatives Department up to the above amount, according to, and upon receipt of, its first written demand, without the Cooperatives Department having to substantiate its demand, provided that in its demand the Cooperatives Department 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 ---------------------------2009, 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:
   Section Officer (General)
   Government of the Punjab.
   Cooperatives Department.

WHEREAS (Name of the Contractor)
------------------------------------------------------------------------------------------------------------------------
hereinafter called "the Contractor" has undertaken, in pursuance of Electronic Banking System (EBS), for Software Development, dated__________2009, (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 _______, 2009, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature__________________________________

Name_______________________________________

Title _____________________________________

Address____________________________________

_____________________________________

Seal______________________________________
CONTRACT FORM

THIS CONTRACT made the ________ day of ________ 2009, between the Secretary Cooperatives Department, Govt. of the Punjab Lahore (hereinafter called “the Client”) of the one part and __________ (Name of Contractor) of __________________________ (City and Country of Contractor) (hereinafter "the Contractor") of the other part.

WHEREAS the Cooperatives Department invited bids for Electronic Banking System (EBS), for Software Development, dated__________2009 (hereinafter called “the Contract”) and training thereof and has accepted a bid by the Contractor for the supply of those Software and Services.

NOW THE CONTRACT WITNESSETH AS FOLLOWS

1. The following documents shall be deemed to form and be read and construct as part of this Contract.
   (a) The Notification of Award;
   (b) The Bid and Schedules listed as under;
       - Schedule A Special Stipulations
       - Schedule B Price Schedule
       - Schedule C Similar Projects Experience
       - Schedule D Historical Non Performance
       - Schedule E Financial Information
       - Schedule F Brief Company Information
       - Schedule G CV Format
   (c) The Conditions of Contract;
   (d) The Software Requirement Specifications; and

This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the Documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Cooperatives Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Cooperatives Department to provide the Software and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Cooperatives Department hereby covenants to pay the Contractor, in consideration of the provision of the Software and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.
IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

WITNESS

(Client)

Signature: _____________________
Name: ________________________
Designation: ___________________
Seal: __________________________

WITNESS

(CONTRACTOR)

Signature: _____________________
Name: ________________________
Designation: ___________________

The contract agreement should be submitted along with the stamp paper and duties by the successful bidder.
CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

1.1.1 "Commencement Date of the Contract" means the date of signing of the Contract between the Cooperatives Department and the Contractor.

1.1.2 "Contract" means the agreement entered into between the Cooperatives Department and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

1.1.3 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

1.1.4 "Contractor" means the individual or firm whose bid has been accepted by the Cooperatives Department and the legal successors, in title to the Contractor.

1.1.5 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportionable to the Software or Services in question.

1.1.6 "Defects Liability Expiry Certificate" means the certificate to be issued by the Cooperatives Department to the Contractor in accordance with Clause 15.7.

1.1.7 "Defects Liability Period (System Support Period)" means the period stated in the Schedule A Special Stipulations, following the taking over, during which the Contractor is responsible for making good any defect and damage in accordance with Clause 15.

1.1.8 "Client" means Punjab Provincial Cooperative Bank Limited or any other person for the time being or from time to time duly appointed in writing by the Cooperatives Department for the purposes of the Contract.

1.1.9 "Cooperatives Department Representative" means any representative of the Cooperatives Department appointed from time to time by the Cooperatives Department under Clause 33.

1.1.10 "Software" means supply of whole Electronic Banking System, which the Contractor is required to supply to the Cooperatives Department under the Contract.
"ITD" means the Information Technology Department, Government of the Punjab, Lahore - Pakistan.

"Services" means services, such as testing, training and other such obligations of the Contractor covered under the Contract.

“Taking-Over Certificate" means the certificate to be given by the Cooperatives Department to the Contractor in accordance with Clause 10.4.

"Works" means all Software to be provided and work to be done by the Contractor under the Contract.

Headings and Titles

The headings and titles in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

Interpretation

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular only also include the plural and vice versa where the context requires.

Periods

In these Conditions "day" means calendar day and week means seven (7) calendar days.

Notice, Consents and Approvals

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

Country of Origin

All Software and Services supplied under the Contract shall have their origin in eligible member countries.
3.2 For purposes of this Clause, "origin" shall be considered to be the place where the Software is developed or from which the Services are supplied.

4. **Standards**

4.1 The Software supplied under this Contract shall conform to the authoritative latest standard appropriate to the Software.

5. **Confidentiality of Information**

5.1 The Contractor shall not, without the Cooperatives Department prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Cooperatives Department 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.

5.2 The Contractor shall not, without the Cooperatives Department prior written consent, make use of any document or information specified in Clause 5.1 above, except for purposes of performing the Contract.

5.3 Any documents, other than the contract itself, shall remain the property of Cooperatives Department and shall be returned (in all copies) to Cooperatives Department on completion of the contractor's performance under the contract if so required by Cooperatives Department.

6. **Patent Rights**

6.1 The Contractor shall indemnify and hold the Cooperatives Department harmless against all third party claims of infringement of patent, trademark etc. arising from use of the Software or any part thereof.

7. **Performance Security**

7.1 Within seven (7) days of receipt of the Letter of Acceptance from the Cooperatives Department, the successful Bidder shall furnish to the Cooperatives Department the performance security in the amount specified in the Schedule A Special Stipulations to Bid.

7.2 The proceeds of the performance security shall be payable to the Cooperatives Department as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.
7.3 The performance security shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Cooperatives Department, and shall be in one of the following forms:

(a) a bank guarantee,

(i) issued by a bank acceptable to the Cooperatives Department located in Pakistan; or

(ii) issued by a foreign bank through a correspondent bank acceptable to the Cooperatives Department located in Pakistan, and in the form provided in the bidding documents or another form acceptable to the Cooperatives Department; or

(b) a cashier's check, certified check, or cash.

7.4 The performance security will be returned by the Cooperatives Department not later than twenty eight (28) days of the issue of the Defects Liability Expiry Certificate.

8. **Inspection and Tests**

8.1 The Cooperatives Department or its representative shall have the right to inspect the work being carried out under this Contract and to test the Software to confirm their conformity to the Specifications. The Special Conditions of Contract or the Specifications or both shall specify what inspections and tests the Cooperatives Department requires and where they are to be conducted. The Cooperatives Department shall notify the Contractor in writing of the identity of any representative retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and at the Software final destination. Where conducted on the premises of the Contractor or its subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Cooperatives Department.

8.3 Should any inspected or tested Software fail to conform to the specifications, the Cooperatives Department may reject them, and the Contractor shall either replace the rejected Software or make all alterations necessary to meet the requirements of the Specifications free of cost to the Cooperatives Department.

8.4 The Cooperatives Department have right to inspect, test and, where necessary, reject the Software after the Software arrival at the site of installation shall in no way be limited or waived by reason of the Software having previously
been inspected, tested and passed by the Cooperatives Department or its representatives prior to delivery of the Software.

8.5 Nothing in this Clause 6 shall in any way release the Contractor from any System Support or other obligations under the Contract.

9. Not Used
10. **Delivery and Documents**

10.1 Delivery of the Software and Services shall be made by the Contractor at the address specified in Schedule A – Special Stipulations.

10.2. **Contract Execution Schedule**

10.2.1 The delivery of the Software and Services at the site, its testing, and successful training shall be completed within the periods stated in the Schedule A Special Stipulations to Bid.

10.2.2 The Software shall remain at the risk and under the physical custody of the Contractor until the delivery and testing of the Software is completed.

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

10.2.4 The Contractor shall carry out a detailed system study. The contractor needs to study and make necessary amendments in the already developed Functional Specifications before starting the Software Development. The final specifications containing the scope of work, the functionality to be implemented shall be signed off between Cooperatives Department, Government of the Punjab and the Contractor.

10.2.5 The Contractor shall present and submit a Detailed Project Schedule while submitting the FS document.

10.2.6 The Contractor shall present and submit a Detailed Software Design comprising of Object Model, Dynamic Model, Logical and Physical Data Model.

10.2.7 The Contractor shall provide Development Status Report and Unit Test Metrics report during the Deployment Phase.

10.2.8 The Contractor shall provide Detailed Test Plan and Detailed Test Cases before the start of System Test Phase.

10.2.9 The Contractor shall provide Test Status Report after the completion of System Test Phase.

10.2.10 The Contractor shall provide complete software package comprising of the software, source code (if applicable), user manual, technical manual, installation instructions and other Documents specified in SRS section.
10.2.11 The Contractor shall provide resources to be part of the team performing User Acceptance Test.

10.2.12 The Contractor shall install the application software for User Acceptance Testing.

10.2.13 The Contractor shall perform User Acceptance Testing along with Client/Cooperatives Department personnel and submit the report at the end.

10.2.14 The Contractor shall install the application software on the production site(s).

10.2.15 The Contractor shall provide training to the Cooperatives Department Resources for the software.

10.2.16 The Contractor shall provide a project status report when requested by the Management Consultant.

10.2.17 The Contractor shall provide System Integration Report after performing integrating the system.

10.2.18 The Contractor shall perform User Acceptance Testing along with Client/Cooperatives Department personnel and submit the report at the end.

10.3. Documentation

Before the Software is taken over by the Cooperatives Department, the Contractor shall furnish the operation manuals, service manuals and other information pertaining to the performance of the Software. Unified Modeling Language (UML) is to be followed for all technical documentation.

10.4. Taking-Over Certificate

10.4.1 The Software or any portion thereof shall be deemed to be taken over by the Cooperatives Department when they have been delivered to the Cooperatives Department and tested for their intended purposes.

10.4.2 The Contractor shall apply by notice to the Cooperatives Department for a Taking-Over Certificate. The Software will be delivered and tested at the place of delivery of Software.

10.4.3 The Cooperatives Department will within twenty one (21) days after receipt of Contractor's application either:

(a) issue the Taking-Over Certificate to the Contractor with a copy to the Cooperatives Department stating the date on which the Software or any portion thereof were successfully tested and ready for taking over, or
(b) reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

10.4.4 The issue of a Taking-Over Certificate shall not operate as an admission that the Works are completed in every respect.

10.4.5 In case the application (fully or partially) is require to be installed on multiple sites. The issuance of the Taking-Over Certificate would be done on site by site basis in accordance with all the test requirements.

11. Not Used

12. Logistics/Transportation

12.1 Logistics/Transport of the Software to the place of destination as specified in the Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

13. Incidental Services

13.1 The Contractor shall provide the following services:

(a) start-up and testing of the supplied Software;
(b) furnishing of a detailed User and Technical Manuals for the Software;
(c) training of the personnel nominated by the Cooperatives Department, of the supplied Software, as specified in the Specifications.

14. Not Used

15. System Support and Defects Liability Expiry Certificate

15.1 The Contractor further warrants that all Software supplied under this Contract shall have no defect, arising from design, or from any act or omission of the Contractor, that may develop under normal use of the supplied Software.

15.2 This System Support shall remain valid for twelve (12) months after the Software installation or any portion thereof, as the case may be, have been Taken Over, in accordance with Clause 10.4. This period is hereinafter referred as System Support Period.

15.3 The Cooperatives Department shall promptly notify the Contractor in writing of any claim arising under this System Support.

15.4 Upon receipt of such notice, the Contractor shall, within a reasonable period as notified by the Cooperatives Department, repair or replace the defective
Software at the address specified in Schedule-A of this document, without any cost to the Cooperatives Department.

15.5 If the Contractor, having been notified, fails to remedy the defect (s) in accordance with the Contract, the Cooperatives Department may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost. The Contractor's System Support pursuant to this Clause 15 is without prejudice to any other rights or remedies, which the Cooperatives Department may have against the Contractor under the Contract.

15.6 Property in Replaced Components

Any defective component, which has been replaced by the Contractor, shall become the property of the Contractor as and where it lies.

15.7 Defects Liability Expiry Certificate

When the System Support Period for whole of the Software has expired, and the Contractor has fulfilled all his obligations under the Contract for defects in the Software and has imparted training, the Cooperatives Department shall issue within four (4) weeks a copy to the Contractor a Defects Liability Expiry Certificate to that effect.

15.8 Payment Terms

16.0 Not Used

16.1 Payment will be made by the Purchaser for the supply, delivery of Software, Services and on receipt of the following documents:

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Percentage of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>i- Approval of final Function Specification (FS)</td>
<td>20%</td>
</tr>
<tr>
<td>ii- After User Acceptance Test (UAT)</td>
<td>30%</td>
</tr>
<tr>
<td>iii- After deployment for Production and Handover at all sites</td>
<td>40%</td>
</tr>
<tr>
<td>iv- After one year of System Support</td>
<td>10%</td>
</tr>
</tbody>
</table>

16.2 The amounts and types of currencies in which payment shall be made to the Contractor under the Contract shall be as specified in the Bid form.

16.3 Method of Application

16.3.1 The Contractor shall submit to the Cooperatives Department four (4) copies of application for payment in a form approved by the Cooperatives Department.
Application shall be accompanied by such invoices, receipts or other documentary evidence as the Cooperatives Department may require.

The application for payment shall state the amount claimed and shall set forth in detail, in the order of the Price Schedule, particulars of the Works executed up to the date named in the Application and subsequent to the period covered by the last preceding certificate, if any.

16.4. Issuance of Certificate of Payment

Within 14 days after receiving an application for payment, which the Contractor was entitled to receive, the Cooperatives Department shall issue a Certificate of Payment to the Cooperatives Department showing the amount due, with a copy to the Contractor.

Certificate of payment may be withheld on account of:

(a) defects or shortcomings in the supplied Software.
(b) non-satisfactory performance of the Software and Services.

16.5. Correction to Certificates of Payment

The Client may in any certificate of payment make any correction or modification that properly be made in respect of any previous certificate.

16.6. Payment

The Cooperatives Department shall pay the amount certified within the period stipulated in Schedule A – Special Stipulations to Bid, after the date of delivery of each certificate of payment to the Cooperatives Department.

16.7. Delayed Payment

If payment of any sum payable under Clause 16.5 is delayed, the Contractor shall be entitled to receive interest on the amount unpaid during the period of delay. The interest shall be at the rate stated in Schedule A – Special Stipulations to Bid.

17. Prices

17.1 Prices charged by the Contractor for Software delivered, tested, and imparting training under the Contract shall not vary from the prices quoted by the Contractor in the Price Schedule.

18. Change Orders
18.1 The Cooperatives Department may at any time, by written notice to the Contractor, instruct the Contractor to alter, amend, omit, add to or otherwise change any part of the Works.

18.2 Upon notification by the Cooperatives Department of such change, the Contractor shall submit to the Cooperatives Department an estimate of costs for the proposed change (hereinafter referred to as the Change), within ten (10) calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule of execution of Works under the Contract.

18.3 The Contractor shall not perform Changes in accordance with Clause 18.1 above until the Cooperatives Department has authorized a Change Order in writing.

18.4 Changes mutually agreed upon shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said Change.

19. **Contract Amendments**

19.1 Subject to Clause 18, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

20. **Assignment**

The Contractor shall not assign in whole or in part, its obligations to perform under the Contract, except with the Cooperatives Department prior written consent.

21. **Subcontracts**

21.1 The Contractor shall not subcontract all or any part of the contract without first obtaining the Cooperatives Department approval in writing of the subcontracting and the subcontractor.

21.2 The Contractor guarantees that any and all subcontractors of the Contractor for performance of any part of the work under the contract will comply fully with the terms of the Contract applicable to such part of the work under the contract.

22. **Extensions in the Contractor's Performance**

22.1 Delivery of the Software and performance of the Services shall be made by the Contractor in accordance with the Contract Execution Schedule, pursuant to Clause 10.2 hereof.
22.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Software and performance of Services, the Contractor shall promptly notify the Cooperatives Department in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Cooperatives Department shall evaluate the situation and may at its discretion extend the Contractor's time for performance.

22.3 Except as provided under Clause 25, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Clause 23, unless an extension of time is agreed upon pursuant to Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to Clause 25 hereof, if the Contractor fails to deliver Software within the time period(s) specified in the Contract, the Cooperatives Department shall without prejudice to any other remedy it may have under the Contract, deduct from the Contract Price as liquidated damages, a sum of money equal to the percentage named in Schedule A – Special Stipulations to Bid, of the Contract Value.

24. Termination for Default

24.1 The Cooperatives Department may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

(a) if the Contractor fails to deliver, test and impart training of Software within the time period(s) specified in the Contract, or any extension thereof granted by the Cooperatives Department pursuant to Clause 22; or
(b) if the Contractor fails to perform any other obligation(s) under the Contract; and
(c) if the Contractor, in either of the above circumstances, does not cure its failure within a period of two (2) weeks (or such longer period as the Cooperatives Department may authorize in writing) after receipt of a notice of default from the Cooperatives Department specifying the nature of the default(s).

24.2 In the event the Cooperatives Department terminates the Contract in whole or in part, pursuant to Clause 24.1 above, the Cooperatives Department may procure, upon such terms and in such manner as it deems appropriate, Software or Services similar to those undelivered, and the Contractor shall be liable to the Cooperatives Department for any excess costs for such similar Software or
Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of Clauses 22, 23 and 24, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Cooperatives Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

26. Termination for Insolvency

26.1 The Cooperatives Department may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Cooperatives Department.

27. Termination for Convenience

27.1 The Cooperatives Department may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cooperatives Department’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Software that is complete and ready after the Contractor's receipt of notice of termination shall be accepted by the Cooperatives Department at the Contract
terms and prices. For the remaining Software, the Cooperatives Department may elect:

(a) to have any portion thereof completed and delivered at the Contract terms and prices and/or

(b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Software by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.
28. **Resolution of Disputes**

28.1 The Cooperatives Department 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 the Contract.

28.2 If, after twenty-eight (28) days, from the commencement of such informal negotiations, the Cooperatives Department and the Contractor have been unable to resolve amicably a Contract dispute, either party may, within one month, require that the dispute be referred for resolution by arbitration under the Rules of Pakistan Arbitration Act 1940, as amended, by one or more arbitrators selected in accordance with said Rules. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

29. **Contract Language**

29.1 The Contract shall be in the English language, and all documentation related hereto will also be in the English language. The Contractor hereby represents that it has sufficient knowledge of the English language fully to understand the Contract.

29.2 The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

30. **Applicable Law**

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

31. **Notices**

31.1. **Notice to Contractor**

All certificates, notices, instructions or orders to be given to the Contractor by the Cooperatives Department or the Client under the terms of the Contractor, shall be served by sending the same by registered post, cable, telex or facsimile transmission to or leaving the same at the Contractor's principal office, or at the Contractor's office in Pakistan or such other addresses as the Contractor shall nominate for the purpose, or may by handing over to the Contractor's representative.
31.2. Notice to Cooperatives Department

Any notice to be given to the Cooperatives Department under the terms of the Contract shall be served by sending the same by registered post, cable, telex or facsimile transmission to or leaving the same at the following office:

Secretary Cooperatives Department, Govt. of the Punjab, Lahore

Or

Section Officer (General),
Govt. of the Punjab,
Cooperatives Department.

31.3. Not Used

32. Taxes and Duties

32.1 The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside Pakistan.

33. Cooperatives Department and Cooperatives Department’s representative

33.1. Cooperatives Department Duties

The Cooperatives Department shall carry out the duties specified in the Contract.

Except as expressly stated in the Contract, the Cooperatives Department shall have no authority to relieve the Contractor of any of his obligations under the Contract.

33.2. Cooperatives Department Representative

The Cooperatives Department Representative shall be appointed by and be responsible to the Cooperatives Department and shall only carry out such duties and exercise such authority as may be delegated to him by the Cooperatives Department under Clause 33.3.

33.3. Cooperatives Department Power to Delegate

The Cooperatives Department may from time to time delegate Representative any of the duties vested in the Cooperatives Department and may at any time revoke such delegation.
Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor and the Cooperatives Department.

Any decision, instruction or approval given by the Cooperatives Department Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Cooperatives Department. However:

(a) any failure of the Cooperatives Department Representative to disapprove any Software shall not prejudice the right of the Client to disapprove such Software and to give instructions for the rectification thereof;
(b) the Contractor may refer the matter to the Cooperatives Department who shall confirm, reverse or vary such decision or instruction.

33.4. Cooperatives Department Decisions and Instructions

The Contractor shall proceed with the decisions and instructions given by the Cooperatives Department in accordance with these Conditions.

34. Ownership of Software

Software supplied pursuant to the Contract shall become the sole property of the Cooperatives Department when the Software is Taken Over by the Cooperatives Department.

35. Training

35.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Cooperatives Department to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Software to be supplied under the Contract.

In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Cooperatives Department. The Contractor shall then proceed to implement suitable remedial measures after consultation with the Cooperatives Department.

36. Compliance with Statues and Regulations

36.1 The Contractor shall in all matters arising in the performance of the Contract conform in all respects with the provisions of all Central, Provincial and Local Laws, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Cooperatives Department informed of all such matters.
Department indemnified against all penalties and liability of any kind for breach of any of the same.

37. **Headings**

37.1 Headings, whether of clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the contract.

38. **Waiver**

38.1 Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.
SUPPORT LEVEL AND TRAINING

39 System Support Level

39.1 Software Support Level

It is mandatory that the software vendor has an 8/6 support structure for second level support. A Service Level Agreement (SLA) will be developed between Cooperatives Department Punjab and the Supplier to ensure standards in the resolution of problems and development requests are maintained. The vendor will be required to provide minimum one expert for a period of at least one year initially who will manage the Electronic Banking System (EBS) Software and concurrently train Cooperatives Department personnel who will latter on administer the system.

39.1.1 Support Level Required

State whether you can offer an 8/6 second level support service level agreement. If this support is not local, describe how this service level will be supplied.

39.1.2 Supplier’s Definitions

Supply the Supplier’s definition of, and what the Supplier’s response is to, the following

1) A failure
2) Technical assistance
3) A bug fix
4) User requested enhancements
5) User requested modifications
6) Updates / new versions of the application
7) Operational capability

39.1.3 Supplier’s Terms

State the terms under which services for each of the above are provided. Include all conditions and charges, where applicable.

39.1.4 Users Receiving Second Level Support

State the number of users receiving 8/6, second level support, with particular reference to any local users. State contact names and addresses for at least two of these users.
40 Training

Initial and on-going training and education should be provided by the Supplier. This should be available to all the relevant staff of PPCBL and to the ITD officials as well.

41 Documentation

In the responses to the following subsections, identify what documentation is provided in hard copy format, what is provided in soft copy format, and what is provided in the form of on-line help.

42 Conditions of this RFP

42.1 Request for Proposal – Media

This RFP document will be provided to you in both hard copy and in electronic media.

42.2 Definition of Meanings of Words in this RFP

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;shall&quot;, &quot;must&quot; or &quot;it is mandatory&quot;</td>
<td>states a mandatory requirement</td>
</tr>
<tr>
<td>&quot;will&quot;</td>
<td>expresses a general intention or the future tense</td>
</tr>
<tr>
<td>&quot;it is highly desirable&quot;</td>
<td>states a highly desirable requirement</td>
</tr>
<tr>
<td>&quot;should&quot;, &quot;may&quot; or &quot;it is desirable&quot;</td>
<td>states a desirable requirement</td>
</tr>
<tr>
<td>&quot;state&quot;, &quot;describe&quot;, &quot;explain&quot; and &quot;provide details&quot;</td>
<td>the progressive use of the verbs &quot;state&quot;, &quot;describe&quot;, &quot;explain&quot; and &quot;provide details&quot;, and their nouns, define the level of rigor and detail with which Suppliers shall document a particular aspect of their response</td>
</tr>
<tr>
<td>&quot;application&quot;</td>
<td>Includes any software, including operating system software and database software, which is a necessary part of the proposed systems.</td>
</tr>
<tr>
<td>&quot;product&quot; or &quot;products&quot;</td>
<td>Includes any services, software, including computer software, user interface or service.</td>
</tr>
<tr>
<td>&quot;Supplier&quot;</td>
<td>The supplier of the application; will be the Prime Contractor if parts of the proposed system are subcontracted to other parties.</td>
</tr>
<tr>
<td>&quot;8/6 Support&quot;</td>
<td>The provision of a telephone advice service on business hours, business day basis.</td>
</tr>
</tbody>
</table>
42.3 **Source Code**

On completion of the project the Contractor will provide the source code to Cooperatives Department on a reliable media such as a CD, DVD etc. Adequate design documentation will also be provided for subsequent maintenance and upgradation in future as well as all disaster recovery Documentation.

42.4 **Training**

Contractor will required to train 4 to 5 personnel in maintaining, upgrading and administering the site, such training must be the part of the bidding document and all site/ material requirements will be the responsibility of the implementation firm.

42.5 **Support**

Contractor will provide the necessary support for a period of 12 months for all aspects of the Electronic Banking System (EBS) Software so as to achieve a well structure and mature Electronic Banking System (EBS) Software.

42.6 **Logistical Requirements**

The Contractor shall provide maintenance, supply and procurement support necessary for PPCBL to maintain all systems subject to this RFP at the contracted performance and reliability level.