

Punjab Tianjin University of Technology

Lahore



Tender Documents

SUPPORT AND MAINTENANCE OF LEARNING MANAGEMENT SYSTEM (LMS) SOFTWARE AS A SERVICE (SaaS)

Bid Reference No:	PTUT/PC/01/2022-23
Package Name:	SUPPORT AND MAINTENANCE OF LEARNING MANAGEMENT SYSTEM (LMS) SOFTWARE AS A SERVICE (SaaS)
Procurement Procedure & Method:	Single Stage Single Envelope
Bid Opening Venue:	Conference Room PTUT, Lahore
Last date and time for obtaining of bid documents	23-08-2022, 09:00 A.M.
Last date and time for submission of bid documents	23-08-2022, 09:30 A.M.
Opening of Bid Documents	23-08-2022, 10:00 A.M.

Procurement Notice

SUPPORT AND MAINTENANCE OF LEARNING MANAGEMENT SYSTEM (LMS) SOFTWARE AS A SERVICE (SaaS) FOR THE PUNJAB TIANJIN UNIVERSITY OF TECHNOLOGY, LAHORE

The Punjab Tianjin University of Technology (PTUT), Lahore intends to hire Services of a well reputed and well-equipped Company for **SUPPORT AND MAINTENANCE OF LEARNING MANAGEMENT SYSTEM (LMS) SOFTWARE AS A SERVICE (SaaS)**.

Interested firms may obtain the signed copy from the office of Project Director (Building and Works), 1st Floor Room No. 120, of university, from 09:00 a.m. to 04:00 p.m. (Monday to Friday) after depositing the Tender Fee of Rs. 2,000/- (non-refundable) at BOP, Township (College Road) Branch, Lahore A/c No. 6580064981000010. The Bidding Document is available on websites www.ptut.edu.pk and www.ppra.punjab.gov.pk for information only.

The sealed bids complete in all respect as detailed in bidding documents must reach in the office of Project Director (Building and Works) on or before the last date of submission of bid as indicated on the stamped bid document. The technical proposal will be opened on the same day at 10:00 A.M. in the presence of the bidders or their representatives who make them present.

Project Director
Punjab Tianjin University of Technology, Lahore
Ph. 042-99332570

AFFIDAVIT (Stamp paper of Rs. 100/-)

We do hereby confirm that we have carefully read the requirements and instructions of this bidding document and all the terms and conditions of Services and also do hereby confirm as follows:

1. That, M/s _____ shall abide by all the instructions/ conditions of the bidding documents and in addition the other conditions and university rules and regulations, all other special instructions from given time to time and enforced PPRA Rules.
2. That, M/s _____ is not blacklisted by any Provincial/ Federal Government/ Autonomous body Department/Authority in Pakistan.
3. That the information given in the application form and bidding documents is correct. In case any of this information is proved incorrect, university reserve. The right to reject the bid besides forfeiting the Bid Security and may initiate suitable legal action which may include blacklisting of the Bidder.

Name: _____

Signature: _____

Designation: _____

CHECK LIST FOR SUBMISSION OF APPLICATION

(Please mark ✓ or X in relevant boxes)

1. Detail of company profile/ Firm/ Contractor etc. Profile
2. Original CDR/Earnest Money /Deposit at call attached with Technical Bid.
(2% of the total estimated Rs.24, 000/- per annum)
3. Original Tender fee Amounting Rs.2, 000/-
4. Affidavit on stamp paper Rs: 100/-
5. Has registration certificate from a registered/ incorporated company/ firm
in Pakistan.
6. Copy of National Tax No.
7. List of All Mandatory required documents
8. List of documents required in Technical Evaluation criteria
9. Price offer on Bidder's letter head in the specified format given in Form-I.
10. Provincial Sales Tax Number (PST)

TENDER DOCUMENT (Tender fee: Rs.2, 000/-)

TERMS AND CONDITIONS FOR SERVICEE PROVIDER

All the participating companies/ Firms/ Contractors etc. must adhere to the following instructions regarding preparing and submission of Tender/ offer.

General Terms:

1. Bidding shall be conducted through Open Competitive Bidding Single Stage Single Envelope procedures specified in the Rule 38 (1) of PPRA rules 2014, and is open to all eligible bidders as defined in the bidding document
The bidding procedure shall be Single Stage Single Envelopes as per Rule No. 38 (a) of PPRA Rules, 2014. The bidder shall seal the original Technical and Financial bid into a single envelope and the single sealed envelope should be clearly marked "Tender for **SUPPORT AND MAINTENANCE OF LEARNING MANAGEMENT SYSTEM (LMS) SOFTWARE AS A SERVICE (SaaS)** for The Punjab Tianjin University of Technology", Lahore. The envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late". No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids 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
2. That the company/ Firm/ Contractor etc. must be registered with Income Tax department should have proven track record of providing the services to reputable organizations such as government/ reputed institutions. The company/ Firm/ Contractor should have office or sub office in Lahore.
3. The Bid submitted must be accompanied by Bid Security (Rs. 24,000/-) (Refundable) in shape of CDR/ Pay Order, Demand Draft from a Scheduled Bank in favor of Punjab Tianjin University of Technology, Lahore. Bids submitted without CDR / Pay Order, Demand Draft will not be considered and rejected straight away.
4. That the Rates quoted should be in Pak Rupees inclusive of all applicable Government taxes. Amount of these Taxes will be deducted out of the running bill of payment payable to the bidders.
5. That the successful company/ Firm/ Contractor etc. will arrange stamp paper(s) @ 0.25% on total value of approved bid for contract/ Agreement between University and approved bidder.
6. Price quoted shall remain valid for a period of 90 days from the closing date of bid submitted. However, bidders are encouraged to extend the validity of their bid. The rates quoted should be in Pak rupee (PKR) and inclusive of all applicable government taxes.
7. That the tender should be filled on the prescribed form attached with Tender Document Rates quoted for Tender should be typed on the letter head of the firm both in words and figures. All supporting documents should and signed/ stamped by the Head of the Firm Company etc.
8. Bidder/ company/ Firm/ Contractor etc. will share a detailed operational plan for said work, list of employees etc. with university authorized officer.
9. That the company/ Firm/ Contractor etc. will be bound to provide the services within 10 days after issuance of work order or extended time (Required and approved). In case work order issued and company/ Firm/ Contractor failed to execute work within stipulated period or extended period, the security money shall be forfeited.

10. That the successful firm will be provide services on all working days. However, in case of any particular event the company/ Firm/ Contractor etc. shall be bound to provide focal person on said time.
11. That the successful firm will be provide support on all working days. However, in case of any particular event the company/ Firm/ Contractor etc. shall be bound to provide focal person on said time.
12. That the Penalties/ Fine imposed by university administration for misconduct, theft or damage caused to university property by the company/ Firm/ Contractor etc. shall be borne by the contractor/ Company/ Firm. The amount of penalties/ fine etc. shall be deducted from the bill.
13. In case of withdrawal after award of Tender, the earnest money shall be immediately forfeited.
14. That the inner and outer envelopes shall bear the address of the company/ Firm/ Contractor etc.
15. That the bidder/ Firm/ Contractor etc. at his own expense inspect and examine the sites & departments and at his own responsibility gather all information that may be necessary for preparing the Tender and entering into contract.
16. That the rates once quoted in Tender may not be allowed to change.
17. That the company/ Firm/ Contractor etc. shall be liable to report to authorized officer on daily basis regarding performance (when required).
18. That the company/ Firm/ Contractor etc. will be bound to comply all the instructions issued time to time by University Authority in performing of duties.
19. That the university Procurement Committee reserves the right to accept/ reject or cancel the Tender according to PPRA Punjab rules completely which cannot be challenged in any court of law. In case of dispute, Vice Chancellor, will be the arbitrator and his decision will be final.
20. Bid Security of unsuccessful bidders shall be refunded on the finalization of the contract / tender whereas the successful bidder shall submit performance guarantee @ 10 % of the contract value in the form of Call Deposit Receipt (CDR) in favor of Punjab Tianjin University of Technology, Lahore.
21. In case of breach of contract by the firm, performance guarantee shall be forfeited and the firm may be blacklisted for future bidding according to prescribed PPRA Rules.
22. That the Competent authority of the university, Lahore reserves the rights to waive off/ relax; impose conditions deemed necessary at any stage without assigning any reason.
23. That the bidders with the lowest evaluated bid, if not conflict with any other law, rules, regulations & policy of the University, shall be awarded the procurement contract within the signed & extended period of bid validity.
24. That the Procurement shall be governed by the prescribed PPRA Punjab Rules, 2014.
25. That part of Advance payment is not allowed.
26. That Payment will be made on availability of funds and agreement, if delayed due to any reason, no extra interest/ mark up will be accepted or paid.
27. Successful bidder should provide complete training to the university staff for each module complete in all respect.

28. If two or more bidders quoted equal rate in bid, then the contract will be awarded to one gained higher marks in technical bid evaluation
29. The bid of all bidders will be opened publicly at a time, date and venue specified in tender /advertisement) observing SOPs of COVID 19 in the presences of representatives of the bidders who make them present.
30. Company shall be responsible for all the taxes required to be paid under relevant law.
31. The participating and qualifying firms are bound to follow all state and provincial Laws applicable to them
32. Grievance (if any) against the tendering process shall be entertained up to 10 days after announcement of lowest bidder over PPRA website. Any grievance received after this duration shall not stand valid/entertained.
33. Any offer not received as per terms & conditions of the tender enquiry is liable to be ignored
34. Any development required not specified in below mentioned scope of work deem necessary (if required).
35. This agreement can be extended up to 4 more years (total of 05 years) on yearly basis for services only with mutually agreed increases in price up to 10% per year of amount quoted for services in financial bid form.
36. The contractor/ company/ firm with provide LMS software as a service to the university that will be accessible to the users through web browser/ client side software subject to the terms as mentioned in the service level agreement with specific terms mentioned below:

Tender Specific Terms

- a. The LMS software will be maintained and be made available to the client by the contractor/ company/ firms from its server on its own expenses.
- b. The contractor/ company/ firm will send invoice on quarterly basis

Rejection/ Acceptance of the Tender

The Client shall have the right, at its exclusive discretion to reject any or all tender(s), cancel the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Client's action, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.

The Tender shall be rejected if any of the following occurs:

- i. It is substantially non-responsive
- ii. Received without original bid security attached with technical bid
- iii. Received after the time and date fixed for its receipt
- iv. The offer is ambiguous
- v. The offer is received by fax or e-mail
- vi. The offer is from a black listed firm
- vii. Offer received with shorter validity than required
- viii. The offer is not conforming to requirements indicated in the tender documents
- ix. Any conditional offer
- x. It is submitted in other than prescribed forms, documents / by other than specified mode; or it is incomplete, un-sealed, un-signed, partial, conditional, alternative, and late; or it is subjected to interlineations / cuttings / corrections / erasures / overwriting.
- xi. The Bidder submits more than one Tenders;
- xii. The Bidder refuses to accept the corrected Total Tender Price; or The Bidder has a conflict of interest with the Client;
- xiii. Offering partial scope of work/ incomplete bids.
- xiv. The client has the right to forfeit the CDR in case the bidder violates any instructions to bidders of this document.
- xv. The bid security will be forfeited, in case of withdrawal of bid after opening of bids

BIDDING FORMS

BID SUBMISSION FORM

Date: _____
No: _____

To [Client Address]

Having examined the bidding documents including, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **SUPPORT AND MAINTENANCE OF LEARNING MANAGEMENT SYSTEM (LMS) SOFTWARE AS A SERVICE (SaaS)** services in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the services in accordance with the said schedule specified.

If our Bid is accepted, we will obtain the guarantee of a Bank/CDR or any other form acceptable to the client in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Client.

We agree to abide by this Bid for a period up to 120 days after the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive. Dated this _____ day of _____ 2022.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

Technical Proposal Submission Form on the letter head of the firm
(Part of Technical Bid Envelope)

[Location, Date]

To

Project Director B&W,

Punjab Tianjin University of Technology Lahore.

Dear Sir,

We, the undersigned, offer to provide the _____ in accordance with your Request for proposal / bidding document.

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

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

Authorized Signature

Name and Designation of Signatory

Name of Firm and Address

Mandatory Requirements-

Bidder must furnish following information:

Sr. No.	Criteria	Requirement
1.	Evidence of Company/Firm/ Sole proprietorship	Mandatory
2.	Certificate of valid Income Tax Registration Certificate.	Mandatory
3.	Original CDR @ 2% of estimated bid value must be attached with the technical bid	Mandatory
4.	Valid PST	Mandatory
5.	Affidavit on attested stamp paper that the bidder is not black listed by the Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.	Mandatory
6.	Meeting the specification of items as specified in Form-II	Mandatory
7	License from the principal owner of the source code	Mandatory

It is mandatory to fulfill above stated requirements for all bidders. Any bidder not fulfilling above criteria will be considered as non- responsive bidder and will not be taken into consideration for Technical and Financial Evaluation. However, the technically qualified bidder with lowest rates will be awarded the contract (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).

Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA FOR SUPPORT AND MAINTENANCE OF LEARNING MANAGEMENT SYSTEM (LMS) SOFTWARE AS A SERVICE (SaaS)

Sr. No.	Technical Criteria	Maximum Marks
1.	No. of clients (5 Marks per client)	20
2.	Work Order of similar nature (5 marks for each work order)	20
3.	Number of Employees on Company Payroll, Attach List No. of employees greater than 10 = 20 marks 5 to 10 = 15 marks Less than 5 = 10 marks	20
4.	Age of Company (5 Marks per year)	20
5.	Offices held in Pakistan in various cities, Attach List with complete address (5 Marks per office across Pakistan)	10
6.	Annual amount Credited in PKR in bank statement for last financial year Less than 1,00,000 = 0 marks 500,000 – 1,000,000 = 5 marks More than 1,000,000 = 10 marks	10
Total		100

Obtaining 60% Marks are compulsory to be technically qualified. All bids will be evaluated on basis of above given evaluation criteria and the bidders who do not obtain 60% marks as per above mentioned evaluation criteria will be considered as technically non-responsive bidders and will not be taken into consideration for Financial Evaluation. However technically qualified bidders (Responsive to Evaluation Criteria) will be considered as responsive bidder, and among technically responsive and qualified bidders, the bidder with lowest rates will be awarded the contract (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).

FORM-I

Financial Proposal Submission Form on the letter head of the firm
(Part of Financial Bid Envelope)

[Location, Date]

To,

Project Director B&W,

Punjab Tianjin University of Technology Lahore.

Dear Sir,

We, the undersigned, offer to provide the _____ in accordance with your request for proposal / bidding documents and our attached Financial Proposal is for the sum of (insert amount in words and figures).

Our financial proposal shall be binding upon us up to expiration of the validity period of the Proposal.

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

Authorized Signature

Name and Designation of Signatory

Name of Firm and Address

Price Schedule / Financial Bid Form for Service Provider

Must be filled separately on the letterhead of the firm

(Part of Financial Bid Envelope)

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification as per the following price at the places mentioned against each item.

S/N	Item Name with Specifications/ Description	Quantity	Pak Rupees
			Total Price
1.	Annual services Level Agreement	12 months	
Sub Total			
Income Tax @ _____			
General Sales Tax @ _			
Any other applicable Tax (specify the Tax) @ _____			
GRAND TOTAL "X"			

NOTE: Please read carefully before filling of above-mentioned columns.

- i. Any fresh tax/ charges imposed or exempted (both conditions) by any federal/ provincial governments, will be adjusted/ accepted by the successful bidder as per rules / laws.
- ii. Missing or Incomplete filling of all the subject columns of this Financial Proposal will not be considered and should result in disqualification.
- iii. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules 2014 (Amended till date).
- iv. The quantity of items can be increased/ decreased and the cost of increase/ decrease will be adjusted accordingly.
- v. Unit Price will govern for arithmetic check and corresponding Grand Total" X" after arithmetic check will determine lowest bidder. If the bidder does not accept the corrected amount, CDR of the bidder will be forfeited.
- vi. 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.
- vii. If there is discrepancy between words and figures the small amount will prevail.
- viii. Quoted items must be legally imported in Pakistan after paying all taxes. (Where Applicable)
- ix. Standard Warranty (Where Applicable).
- x. Prices must be quoted for all items.
- xi. All items must be quoted for successful quote. Partial quotes are not acceptable and will be rejected.

Date: _____

Place: _____

Authorized Signature
(In full and initials)
Name and Designation of Signatory
Name of Firm and Address

(Seal & Signature of Company)

Note: No cutting or overwriting is allowed. Any cutting or overwriting may lead to rejection of the financial bid.

GENERAL PARTICULARS OF APPLYING FIRM

Firms' Information	
Name of Firm/ Company	
Complete Postal Address	
Phone Number	
Contact Person/ Designation	
Mobile Number	
E-Mail Address	
Fax Number	
Type of Organization	
Place of Incorporation/ Registration	
Year of Incorporation /Registration	
Validity	
National Tax Number	

SCOPE OF WORK AND DELIVERABLE

Form-II

1. (SaaS)

Support and Maintenance of LMS Software as a Service (SaaS) as per Service Level Agreement for 12 months including Cloud Services that includes Secure DNS, Continuous Security, Un-Interrupted Server's Power/Electricity, Unlimited Bug Fixes, Server and IT Administration and 30 Days Database Backup

2. Goals & Objectives:

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the PTUT by the _____.

The goal of this Agreement is to obtain mutual agreement for IT service provision between the _____ and PTUT.

The objectives of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the PTUT.

Match perceptions of expected service provision with actual service support & delivery.

3. Periodic Review:

This Agreement is valid from the Effective Date _____ **2022** outlined herein and will remain valid until for a period of 12 months (agreement may be extended further with the mutual consent of both parties).

Review Period: 01 Year

4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

4.1. Service Scope

The following Services are covered by this Agreement;

- Manned Support and Maintenance of Learning Management System (LMS) Software as a Service (SaaS).
- Monitored email support
- Remote assistance using Remote Desktop and a Virtual Private Network where available to PTUT staff and trainings sessions for users of Learning Management System (LMS) Software as a Service (SaaS).
- Any improvements and modifications in the LMS system.
- LMS Bug tracking and resolving.
- Monthly LMS system health check along with regular Backup Support
- Real time up-gradation of LMS system as per the requirements of key stakeholders.
- Real time data import.
- Database backup as per backup policy (twice a week).
- Handing over of all the data stored in the LMS system as Full Back up in the format specified by the Customer at the completion of Agreement period.

4.2. Reports Weekly/Monthly:

The vendor will provide weekly reports to the Customer as under:

- Total support tickets generated
- Total support tickets addressed and closed
- Total support tickets pending
- Detail of user creating maximum Tickets
- Detail of top 10 Support types requested by the user.

4.3. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval will be paid on quarterly basis.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.

4.4. Service Provider Requirements per Service Availability Clauses

Service Provider responsibilities and requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- Changing or Replacing of Service Support Agent with respect to a certain time period as per policy

4.5. Service Assumptions

Assumptions related to in-scope services and components include:

- Changes to services will be communicated and documented to all stakeholders.

4.6. Ownership of Production environment:

Ownership of production environment assets hardware/ software will be of the Service Provider. Service Provider will provide support under SLA to the Customer. Service Provider will also be responsible for maintenance of production environment and database backup policy. However, Customer shall also have access of the production environment.

4.7. Mode of Receiving & Addressing Support Tickets:

The Service Provider will use system in built ticketing tool to facilitate generation to support tokens and address these under agreed support time.

4.8. Non-Disclosure Agreement (NDA):

As agreement for non-disclosure of information will be signed between the Customer and the Service Provider

4.9 Software Delivery :

At the completion of SLA the data created and stored on the LMS System Software as a Service will be delivered to the Customer complete in all respect.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday (Except Break)
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday
- Emails received outside of office hours will be collected, however action may be taken on next working day
- Assistance would be handled via remote connectivity guaranteed within 24 hours during the business week.

5.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

0-4 hours (during business hours) for issues classified as High priority.

Within 24 hours for issues classified as Medium priority.

Within 48 hours for issues classified as Low priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

General Terms and Conditions

1. Inspection of Items

The Customer may visit the Service Provider IT facilities to confirm the technical specifications of the IT infrastructure committed for the Software as a Service. In case of non-conformance the Service Provider shall ensure provision of the committed infrastructure within 24 hrs of inspection.

2. Currency:

Firm and final rates should be in Pak Rupees.

3. Delivery, Installation & Commissioning

The contractor is responsible for service delivery, installation & commission (if applicable) as per procurement order at its own risk and cost within 10 days of issuance of procurement order. In case of poor response/ coordination from the field formations regarding service delivery, installation & commissioning (if applicable), the Service Provider is required to inform to Project Director (B&W) office of university in writing for the solution of the same.

4. Arbitration

In case arising of any dispute between the procuring agency and the contractor after the procurement contract, the dispute should be resolved through the representations of both parties otherwise the decision of Vice Chancellor will prevail over the version of both parties.

5. Blacklisting

The procuring agency may, for a specified period, debar or prohibit the contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or good practices.
- (b) Consistently failed to perform his obligation under the contract.
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any sort of corrupt practice.

Blacklisting mechanism will be followed as per Punjab Procurement Rules 2014.

6. Miscellaneous

Any point which is not mentioned in the term and conditions contained in the bidding documents shall be decided in the light of the provisions laid down in PPRA rule 2014.

7. Termination for Default:

The Procurement Committee without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part if:

1. The bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
2. The successful bidder fails to deliver items as per specifications mentioned in the bid.
3. The successful bidder fails to perform any other obligation(s) under the Contract.

4. The bidder, in the judgment of the Procurement Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8. Force Majeure:

Force Majeure means an act of nature or an event beyond the control of the Service provider and not involving the Service provider's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Service provider shall promptly notify the Procuring Agency in writing with enough and valid evidence of such condition and the cause thereof. The Grievances Committee shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

9. Termination for Insolvency:

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Service provider if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Service provider, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

10. Acceptance of tender

As per provisions of Rule (55) of Punjab Procurement Rules, the Customer shall issue the Acceptance Letter to the successful bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules) and prior to the expiry of the original validity period or extended validity period of the Tender. The successful Bidder must submit performance guarantee @ 10% of the final contract amount within 10 days after the issuance of LOA/LOI. After receipt of performance guarantee from the bidder, Procurement Order will be issued. Bid Security of successful bidder will be released on receipt of performance guarantee. The Performance guarantee will be released after completion of all supplies/ services and performance period as per contract agreement.

11. Repeat Order

The Service Provider may be asked to provide the service for an extended period for a duration agreed upon with the mutual consent of both the Service Provider and the Customer.

12. Comprehensive Warranty/ After Sale Services

The Service provider must provide three - months free comprehensive warranty, which must include services for backup of data stored on the Service Provider's IT infrastructure, replacement, and any sort of other related services. Warranty period will be started after completion of scope of work including training of staff. Performance Guarantee will be released after 03 months from date of satisfactory provision of LMS Software as a Service.

(SERVICE LEVEL AGREEMENT)

DRAFT FORM FOR AWARD OF CONTRACT

Package Ref No. _____

This agreement represents a services Level Agreement (“SLA” or “Agreement”) and is made in the presence of the witnesses named below on this day and _____ month of 2022 at _____ between Punjab Tianjin University of Technology, Lahore (hereinafter called “the Customer”) and M/s. _____. (Here in after called “the Service provider”). Whereas the Customer invited bids for services of _____ and has accepted a bid by the Service provider for the services of _____ in the sum of Rs: (Rupees _____ only) [contract price in words and figures] (hereinafter called “the Contract Price”).

Now this agreement witnesses as follow:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz., the:
 - (a) Invitation to bid as publicized/ advertised by the Customer.
 - (b) Bidding document as bought from the Customer.
 - (c) Specifications of items
 - (d) Form of Bid
 - (e) Undertaking submitted by the bidders along with the bid papers.
 - (f) General conditions regarding procurement as given in the bidding documents and
 - (g) This contract agreement as executed between the Customer and the Service provider.
 - (h) The Bid Security and the Performance Guarantee
3. Service provider is responsible for providing uninterrupted service and maintain the software as per SLA.
4. The customer will make the full/ partial payment after successful inspection of the services delivery
5. Service provider will start services delivery within 10 days from the date of this contract agreement. If required, the service provider can request to the customer, by providing proper justification, to extend the delivery period.
6. Customer will release the Performance money after the expiry of contract.
7. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules-2014 through the representations of both parties otherwise the decision of Vice Chancellor will prevail over the version of both parties.

In witness whereof, the parties have hereinto set their respective hands and seals the day and the year hereinto before set forth.

Customer/ PTUT:

1. Name: _____ Designation: _____ Signatory: _____

2. Name: _____ Designation: _____ Signatory: _____

Service Provider/ Supplier:

1 Name: _____ Designation: _____ Signatory: _____

2 Name: _____ Designation: _____ Signatory: _____

WITNESS:

1. Name: _____ Designation: _____ Signatory: _____

2. Name: _____ Designation: _____ Signatory: _____

Draft Integrity Pact

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million.
Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No. _____ Dated _____ Contract Value: [To be filled in at the time of signing of Contracts]
Contract Title: _____

_____ [Name of service provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generally of the foregoing, [name of service provider] represents and warrants that it has fully declared the brakeage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within or outside Pakistan either directly or indirectly through any natural or jurisdiction person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

_____ [Name of Service provider] certifies that it has made and will make full disclosure of all agreements and arrangements with al person in respect of or related to the transaction with GOP and has not taken any action to circumvent the above declaration, representative or warranty.

_____ [Name of Service provider] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representative and warranty. It agrees that any contract, right, interest, privilege or other rights and benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Service provider] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bride, finder's fee or kickback given by name [name of Service provider] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: Name of Seller/ Service provider:
.....

Signature Signature
[Seal]