

Lahore Knowledge Park



Request for Proposals

for

**Development and Implementation of
Enterprise Resource Planning (ERP) Services**

Issue Date: November 05, 2021

Closing Date: November 22, 2021

LAHORE KNOWLEDGE PARK COMPANY (LKPC)

GOVERNMENT OF THE PUNJAB

Ground Floor, 15-A Abu Bakar Block, New Garden Town, Lahore.



Government of the Punjab



KEY INFORMATION SHEET

<i>Sr. #</i>	<i>Key Information</i>	<i>Details</i>
1.	RFP Document Issue Date	05-11-2021
2.	Availability of RFP Document	RFP will appear on Punjab Procurement Regulatory Authority (PPRA) website http://ppra.punjab.gov.pk and Lahore Knowledge Park (LKPC) website www.Lkpc.com.pk until the submission deadline
3.	Last Date for Submission of Bids	22-11-2021 at 1100 hrs. (15 days following RFP Issue Date)
4.	Mailing Address	Lahore Knowledge Park Company Ground Floor, 15-A Abu Bakar Block, New Garden Town, Lahore.
5.	Phone Number	+92 (042) 99075000
6.	LKPC's Website	http://www.LKPC.com.pk


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1. INVITATION TO BID

	<h1>Tender Notice</h1> <h2>For Procurement, Development and Installation of ERP Solutions</h2> <h3>For Lahore Knowledge Park Company</h3>
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The Lahore Knowledge Park Company (LKPC) is a Public Sector Large Scale Organization duly registered with the SECP u/s 42 (not-for-profit) of the Companies Act 2017, through Higher Education Department (HED), Government of the Punjab.

LKPC invites sealed proposals (Technical + Financial) under PPR Rules, 2014 from reputed firms/companies/individuals registered with Sales Tax & Income Tax departments, to provide the ERP Solutions as per Bidding Document.

S. Nos.	Description of Services	Nature of Contract	Estimated Price	Specifications/Quantity
1	Finance Module Human Resource Module	Lumpsum / Support for one year on monthly basis	1,500,000/-	As per Bidding Document

Bidding Document (TORs):

Interested eligible bidders may get the Bidding Document (TORs) immediately after the publication of this tender on submission of written application along with tender fee of Rs. 1,000/- (non-refundable) in the form of "CDR, Bank Draft, or Pay order" in favor of "Lahore Knowledge Park Company", during working hours from the address given below.

Bid Opening Date, Time & Venue:

Submission of Bids: November 22, 2021 at 11:00 AM
Opening of Bids: November 22, 2021 at 11:30 AM
Venue: Lahore Knowledge Park Company
15- Abu Bakar Block, New Garden Town, Lahore

TERMS AND CONDITIONS

- As per Punjab Procurement Rules-2014. Rule 38 (2) A single stage two envelope bidding procedure will be applicable.
- Technically responsive and the lowest evaluated bidder shall be awarded the contract.
- Tenders received after the due date & time will not be brought under consideration.
- Proposals must contain Bid Security in shape of CDR, Bank Draft, or Pay Order equivalent to 2% of the estimated price (Total Estimated price Rs: 1,500,000/-) in favor of "Lahore Knowledge Park Company", without which the offer shall be rejected being non-responsive.
- Tenders after the due date & time will not be brought under consideration.
- Initially, the contract will be for the period of one year but can be renewed for further two years on yearly basis within the budgeted amount after approval of Competent Authority.
- The procuring agency (LKPC) may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR Rules 2014.
- The Financial Bid shall be considered as inclusive of all applicable taxes.

For further clarification, please contact Manager Admin & Procurement on the address and contact detail given below.



Manager Admin & Procurement
Lahore Knowledge Park Company
15-Abu Bakar Block, New Garden Town, Lahore, Pakistan.
Tel: 042 99075000
Cell: 0300-4648128
Email: sohail@lkpc.com.pk

1.1 PPRA RULES TO BE FOLLOWED

Lahore Knowledge Park Company (LKPC), (The Purchaser), invites bids for the “Procurement of Enterprise Resource Planning (ERP) Solution and Implementation Services”.

PPRA rules will be strictly followed. These may be obtained from PPRA’s website:

<http://ppra.punjab.gov.pk>

1.2 MODE OF ADVERTISEMENT

As per PPRA rules, this Tender is being placed online at PPRA's website and LKPC website. The bidding document carrying all details can be downloaded from PPRA’s website <http://ppra.punjab.gov.pk> and www.LKPC.com.pk.

As per PPRA rules, this Tender is being placed online at PPRA's website, as well as being advertised in print media.

1.3 TYPE OF COMPETITIVE BIDDING

As per PPRA rules, Single Stage - Two Envelope Procedure shall be followed for the bidder: This is as follows:

- i. The bid shall comprise of a single package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
- iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- v. The technical proposal will be evaluated in a manner as per the clauses mentioned in this document; and proposals, which do not conform, to the specified requirements as listed in said document will be rejected.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

1.4 BIDDING DETAILS (INSTRUCTIONS TO BIDDERS)

All bids must be accompanied by tender security as part of financial proposal in favor of “Lahore Knowledge park company”.

The bids along with the Call Deposit Receipt / Demand Draft / Bank Draft/ Bank Guarantee, must be dropped at Lahore Knowledge Park Company office, Ground Floor, 15-A Abu Bakar Block, New

Garden Town, Lahore, up to 1100 hours on November 22, 2021. The Technical Proposals shall be opened in LKPC's Board Room on the same day at 1130 hours, in the presence of bidders or their authorized representatives who may wish to be present.

A softcopy of Technical as well as financial need to be submitted in the form of USB flash drive in the respective envelopes.

Queries of the Bidders (if any) for seeking clarifications regarding the required products and services and scope mentioned in this document, should be received in writing to the Purchaser within five working days from the date of Tender advertisement. Any query received after five working days shall not be entertained. All queries shall be responded to within due time. LKPC may host a pre-bid meeting, at LKPC premises (15-A Abu Bakar Block, New Garden Town, Lahore). All interested bidders can participate in the pre-bid meeting of the date and time given.

The bidder must submit bids on the basis of complete tender. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The bids will be rejected which are not substantially responsive to the requirements of this Document.

The contact detail for all correspondence in relation to this bid is as follows:

sohail@LKPC.com.pk

Manager Admin & Procurement
Lahore Knowledge Park Company
15-A Abu Bakar Block, New Garden Town,
Lahore, Pakistan

Bidders should note that during the period from the advertisement of the tender till the receipt of the bid, all queries should be communicated to the above contact in writing via e-mail or letter at the above contact detail.

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

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

2. COMPANY OVERVIEW

The Lahore Knowledge Park Company (LKPC) was established in 2014 as a not for profit, large-scale public sector organization, registered under Section 42 of the Companies Act 2017. A company owned by the Government of the Punjab (GoPb), LKPC is tasked with undertaking the planning and development of Knowledge & Growth Parks in the Punjab. Its flagship project is the Lahore Knowledge Park (LKPC) – the nation's first Technopolis, to make the Punjab in particular and, Pakistan in general, into South Asia's future nodal point for the Global Knowledge Economy. The Government of Punjab has allocated 852 acres of land facing DHA phase VI & VII, for the development of Lahore Knowledge Park.

LKPC will provide state-of-the-art infrastructure and, a secure, hassle free, fully contained operating environment, designed to facilitate academics, researchers and entrepreneurs to partner growth through innovation. An endeavor to cluster world-class universities, research talents and brands & entrepreneurs.

2.1 PROJECT OVERVIEW

LKPC is looking to contract a reputable vendor to develop and implement ERP (Finance and HR module) An ERP System which can simply, standardize and automate business processes, helping LKPC to take full advantage of growth opportunities.

LKPC requires an automated system for enterprise resource planning, which can work on managing new processes and it should be able to easily add new departments if need arises. It has been noted that much of the inefficiency in operational work stems from improper reporting within the organization, the system needs to have possibility of eliminating such errors and should have automate system to correct those errors. As compared with manual record-keeping or other traditional approaches, the system needs to be able to provide an improved data quality by improving the underlying processes that gets highlighted within the organization. We wish to introduce fundamental innovation in managing resources, which will in return eliminate delays and reduce cost of operations, the system should have the capability to manage resources. Having high-quality data allows businesses to use the power of intelligent analytics tools to arrive at better business decisions. An ERP system should have a built-in analytics functionality to allow easier data analysis. Controlling data access properly is always a challenge in organizations; the system should have the capability to overcome with the use of advanced user management and access control.

We need a system, which provides low level of complexity of a business and should have a streamline of workflows, which is followed by approvals from top management.

LKPC intends to procure ERP solution, which can simply, standardize, and automate business processes, helping LKPC to take full advantage of growth opportunities. The ERP system should enable a workforce to collaborate, analyze, and work on the move to accelerate performance.

2.2 HIGH LEVEL ERP FUNCTIONALITIES

The broader overview of the required Functionalities in the ERP but not be limited to:

- ERP solution managed by the company
- Process automation and Monitoring
- Multi-Dimensional Reporting
- Ad Hoc Queries in Excel
- Improved User Experience
- Mobile Capabilities
- Coexistence and integration

Maintenance and Support of the System is mandatory for at least 3 years. Training Sessions should be part of the implementation systems so that the knowledge gets transferred to end-users. ERP solutions and cloud services should continually be upgraded by the provider to make sure LKPC is using the latest, most advanced version of ERP software.

3. Key Requirements

The proposed ERP should cater to requirements of key business functions of the organization with finance management module and payroll solution on the premise. The major key requirements are following:

- Complete solution (Financial Management System) covering the following business areas
- Complete Solution (Human Resource Management System) covering the following business areas

- The solution must be Integrate able with modules to be deployed in future.
- The solution must provide advanced features for securing data and also keeps track of audit trail
- Cloud Services to host proposed ERP

The selected Applicant is expected to conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document. For any queries regarding any information in this RFP, Applicants communications with LKPC has to be through an official Email.

3.1 CONFIDENTIALITY

The Tenderer (whether or not he submits a Proposal to the RFP) shall treat this RFP document and its details as strictly private and confidential.

No information pertaining to this RFP or the examination, clarification, evaluation, comparison and award of this RFP shall be disclosed to other Tenderers or any other persons not officially connected with the RFP process, including, but not limited to, the Tenderer's own affiliate companies and subsidiaries. The Tenderer is not permitted to make any public announcement or release any information regarding this RFP without LKPC's prior written approval.

3.3 ADDENDUM OR SUPPLEMENT TO RFP

At any time prior to the deadline for submission of the Tender, LKPC may, for any reason, whether on its own initiative or in response to a clarification request by prospective vendor, modify the RFP by issuing addenda.

A summary of all questions and responses as well as any adjustments regarding the scope of this tender - if any - will be prepared and distributed to all potential vendors that submitted their intent to bid. It is the responsibility of tenderer, prior to bid date, to inquire as to addenda issued and to ensure their bid reflects any and all changes.

3.4 CLARIFICATIONS AND QUESTIONS

To ensure fair consideration for all Proposers, LKPC prohibits communication to or with any department, officer or employee during the submission process except as provided below. If the Proposer should be in doubt as to the meaning of any of the Proposal documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions. Proposers shall email a written request for interpretations or clarification.

Any interpretation will be made only by an addendum. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding.

3.5 CONTACT INFORMATION AND COMMUNICATION

Prospective Participants may make inquiries concerning this RFP to obtain clarification of requirements.

3.5.1 For Technical and Financial Clarification

Please include the following reference as the subject of your email:

ERP System - RFP

Response to any Participant's inquiries will be made in writing by LKPC's IT department in a timely manner to all prospective Participants. Any oral interpretations or clarifications of this RFP shall not be relied upon.

All communication during the tender process shall be ONLY in writing by post or email.

3.5.2 Notice of Intent to Bid

Vendors must indicate their intent to bid to Manager Admin & Procurement, Lahore Knowledge Park Company.

3.6 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that LKPC has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement.

3.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposal modification and withdrawal terms and conditions are governed by The LKPC/PPRA tender laws and regulations. Such laws and regulations shall always prevail at all times. Under no circumstances shall a Tenderer be allowed to modify or withdraw his proposal if such actions are prohibited by the relevant Tender laws.

3.10 TENDER SCHEDULE

- Last Date of Submission of Proposals: As per the advertisement in the newspapers.
- Opening of Bids: As per the advertisement in the newspapers.
- Selection of Qualified Bidders as per the Selection criteria.
- Opening of Financial Proposals: After Technical evaluation of all the Vendors.
- Award of contract to selected Vendor.

3.11 Costing

An estimated costing, including all fees required to complete this project and any associated and recurring costs, such as support or licensing, shall be included in the proposal. Pricing should be in Pak Rupees **inclusive** of all applicable taxes. Technically responsive and the financially lowest evaluated bidder shall be award the contract.

Withholding Tax, sales Tax and Other Taxes: The Respondent Vendor is hereby informed that LKPC shall deduct tax at the rate prescribed under the Tax Laws of Pakistan, form all payments for services rendered by any Respondent Vendor who signs a contract with LKPC.

3.12 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

As per PPR-2014 proposals must contain Bid Security in shape of CDR, Bank Draft, or Pay Order equivalent to 2% of the estimated price (Total Estimated price Rs: 1,500,000/-) in favor of "Lahore Knowledge Park Company", without which the offer shall be rejected being non-responsive. Validity of the Bid Security shall be 120 days minimum.

Within (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security. The value of Performance Security shall be 10% of the bid value to be issued by any scheduled bank of Pakistan. The Performance Security will be valid after

the six months of completion of the assignment or any such extended period as decided by Lahore Knowledge park company, Lahore. There will be separate performance security submission to claim the mobilization advance as mentioned in the payment terms.

3.13 BID VALIDITY PERIOD

Bid should be valid for a period of 120 days from the date of opening of financial proposal.

3.14 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to site, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

3.18 TURNKEY SOLUTION

LKPC is seeking a comprehensive turnkey proposal covering Software development, Implementation, Configuration and Training of ERP solution and its hosting on cloud for the period of three years. All prices quoted must include all software and necessary services to make the system specified fully operation for the intent, function and purpose stated herein.

Cloud Services

- Vendor to propose to host proposed ERP on cloud
- Vendor to quote fixed yearly prices for Cloud services for ERP
- Successful Bidder will be bound to provide the Cloud Services instance within 15 days from the date of LOA/contract.

3.20 TIMELINES

LKPC is expecting from the successful vendor to complete the project/assignment within 03 Months (90 days) from the date of issuance of Letter of Acceptance (LOA). Delay in project will result to penalty as defined under penalty clause.

3.21 PAYMENT CLAUSE

Payments shall be made by LKPC against the invoice/s raised by the Vendor by following the procedure in vogue against each milestone on production of following documents:

- a. Sales tax invoice duly signed and stamped by the organization.
- b. A certificate by the Vendor to the effect that he had not claimed the relevant payment in his previous claims.
- c. A certificate issued by standing Technical Committee of LKPC certifying that the relevant claim is correct and the Vendor has successfully accomplished the task against respective milestone.
- IV. Partial payments will not be allowed and payment shall be released only after achievement of milestone/s as described in the project document/control book.
- v. There will be no Advance payment against any task of the project other than mobilization advance, which will be against Bank guarantee of the same amount.

3.21.4 Training

Training will be divided into 2 different sections.

(1) End User (2) Training & Technical Trainings

Payment will be made after the completion of End User training. All the trainings should end up with a proper test/exam to certify that staff member has successfully passed the test/exam.

3.23 PENALTY CLAUSE

If the Contractor delays the Software development and its implementation with respect to the agreed timelines under the Contract, the Purchaser may, deduct from the Contract Price, as liquidated damages, a sum of money equal to @ 0.2% per day of the Contract Price which is attributable to such part of the delayed Software, in consequence of the delay, be put to the intended use, for every day of the non-compliance, with any extension of time thereof granted by the Purchaser. The contract to be executed between LKPC and the selected Vendor will contain penalty clauses for delay in the implementation schedule as well as failure to comply with the provision of providing the required services during the post-approval phase. The maximum penalty to be imposed against delay would be equal to 40% of the contract value.

3.23.1.1 Implementation Services

Timelines of the project will be agreed before the contract signing. Delay will be subject to 0.2% per day penalty of implementation value of specific milestones per month.

3.24 SUBCONTRACTING

ERP Vendor shall not be permitted to sub-contract any part of its obligations under the Contract with LKPC subject to prior approval of LKPC.

3.25 PROPOSAL SUBMISSION

The deadline to submit the proposal is November 22, 2021 on or before 1100 hours.

4.1 EVALUATION AND QUALIFICATION CRITERIA

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders.

4.2 SELECTION CRITERIA - PRE-QUALIFICATION (MANDATORY CLAUSES)

- Vendors should have sound experience in deploying solution in Public organizations of Pakistan (Documentary evidence in the shape of Purchase Order/Contract/NOC/Performance Certificate) (minimum 2 public sector organizations PO/Contract/completion letter)
- Copy of registration certificate of organization, the Income Tax and Sales Tax Registration Certificate.
- Undertaking to declare that firm is not blacklisted by any Government department / Organization

4. QUALIFICATION AND EVALUATION CRITERIA

Firms who will qualify the mandatory clauses, LKPC will evaluate the proposal based on the below criteria.

COMPANY STRENGTH AND RELEVANT PROJECTS (TOTAL MARKS 100)

Points will be awarded, based on the bidder's profile, strength and financial strength in the following manner:

1. Establishment of the Firm/organization	Marks	Range of years	Marks
Company in placed and working in Pakistan since Years in IT Business. Letter of incorporation/registration	20	03 to 05 years	10
		06 to 08 years	15
		09 & above	20
2. Number of Employed by Firm (manpower strength)	Marks	Range of Staff	Marks
List attached on Letter Head with Sign & Stamps	15	10 to 19	5
		20 to 29	10
		30 & above	15
3. Experience of Company/Firm (Completed Projects)	Marks	Range of Staff	Marks
Company having experience in providing solution which includes – Software / Hardware	15	05 to 07 projects	05
		08 to 10 projects	10
		10 & above	15
4. Financial Strength	Marks	Revenue	Marks
Revenue (Copy of Last year Audited Accounts or Tax Return)	20	03 to 5 Million	10
		5.1 to 7 Million	15
		7.1 Million & above	20
5. Govt. / Semi Govt. Experience	Marks	No. of Organizations	Marks
Experience of development & implementation of ERP in Govt. / Semi Govt. Organizations. (Proof i.e. PO, Contracts, performance certificate etc.)	20	01 to 02	10
		03 to 04	15
		05 & above	20
6. No. of Office in Pakistan	Marks	No. of Organizations	Marks
No of Offices in Pakistan (List along with complete address & Contact nos.)	10	01	05
		02 & above	10
TOTAL MARKS	100		

Minimum 65% points would be required for technical qualification. Only technically qualified vendor financial bids will be opened.

Technically responsive and the lowest evaluated bidder shall be awarded contract.

5.5 EVALUATION OF FINANCIAL PROPOSAL

A two-stage procedure is utilized in evaluation of the Bids, with evaluation of the technical proposal being completed prior to any Financial Proposal being opened and compared. The Financial Proposal of the Bids will be opened only for submissions that passed the minimum technical score of 65%.

5.5.2 Financial Bid Summary Format

Financial bid will be submitted in the below format. Please add an extra page if necessary to add line item pricing where needed.

Sr. Nos.	Description of Services	Unit Price in PKP inclusive of all applicable taxes.	Total price in PKR inclusive of all applicable taxes.
1	Financial Module (ERP) with one year support	One time cost	One time development cost
2	Human Resource Module (ERP) with one year support	One time cost	One time development cost
3	Developed ERP Hosting on Cloud	Per month cost	First year cost (per month cost X 12)=Total
4	ERP (Finance & HR Module) support cost for 2 nd & 3 rd year	Per month cost	Total cost for 2 nd & 3 rd year (per month cost X 24)=Total
5	Cloud Support Hosting	Per month cost after one year	Total cost for 2 nd & 3 rd year (per month cost X 24)=Total
	Accumulated Bid price Inclusive of all applicable taxes (In figures)		Grand Total Cost *
	Accumulated Bid price Inclusive of all applicable taxes (In words)		

- Financial bids shall be evaluated on the basis of ***Grand Total cost.** (inclusive of all applicable taxes)
- Technically responsive and the lowest evaluated bidder shall be awarded contract.

5.6 ASSUMPTIONS AND DISCLAIMERS

1. Documentary evidence is required against each qualification and mandatory criteria.
2. Any form of sub-contracting, is not allowed in bidding, however joint venture and consortium needs to be disclosed at the time of the bidding.
3. Technically responsive and the lowest evaluated bidder shall be awarded the contract.
4. Certified resources shall be on company's permanent payroll and verifiable from EOBI or other reliable resource. Only internationally recognized certifications will be considered.
5. LKPC reserves the right to seek clarification of any submitted document after the submission of response as per rules.

6.2 PROPOSED SOLUTION

As LKPC is contemplating a mix of multiple solutions, aspects of the proposed solution to be provided should be clearly delineated where they vary between these approaches in the sections below.

6.2.1 Application Software

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution on cloud.
2. Describe the up time and security on cloud solution
3. Describe the backup strategy
4. Describe the mechanism for the deployments of updates and version upgrader not only limited to application but also database, middleware

6.3.4 Data Conversion Plan

LKPC has data of finance department which will be exported to new developed ERP by the successful vendor.

1. Describe your general approach towards data conversion and how you would work with LKPC to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

6.3.5 Report Development

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to LKPC staff during the development of needed reports, via technical training on the tools used for report development and architecture etc.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for LKPC to identify, specify, and develop required custom LKPC reports during the implementation.

6.3.6 Integrations and Interfaces

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of LKPC.

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced.
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. Identify potential issues for integrating with specific technologies.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?

6.3.7 Training

Training is required in two main areas: (a) **Technical Support Staff**, and (b) **Systems Users**. Technical Support Staff will comprise of System Operators, System Administrators, Database Administrators and Developers. Systems Users will comprise the staff from different functions of the company, including, but not limited to, Finance, payroll and Information Technology.

Three levels of System Users are currently identified as: Key Users (responsible for system parameterization in the future), End Users and Senior Management (who are expected to be provided System Overview).

The Training Strategy will address, at a minimum, the following:

The Contractor is required to provide materials for training users. The User Staff training materials must cover, at a minimum, the following topics:

Systems Overview

- Systems benefits.
- Data inputs.
- Outputs and reports produced.
- Major systems business
- Functions
- User Manual contents and usage.

Systems Usage

- Entering data and data validation.
- Data correction and user help features.
- Menu and system function traversal.
- Problem recovery.
- Report contents.
- Report generation / suppression.
- Search and inquiry features.
- Record update procedures.

Systems Operation

- Job recovery
- Job scheduling
- Job cycles (daily, monthly, quarterly, annual and special)
- Special forms usage;

LKPC requires the training material on electronic media. All training material provided by the Contractor will be reproduced and used as needed by LKPC.

The Vendor should provide an overall description of the training method, including the following:

1. General Timeframes in which the training will be conducted.
2. The Vendor must list the nature, level, and amount of training to be provided, in each of the following areas:
 - a. Technical training (e.g., programming, operations, etc.)
 - b. User training
 - c. Other staff (e.g., executive level administrative staff)

6.3.9 Testing

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to LKPC related to such testing:

- | | |
|----------------------------------|--------------------------------|
| 1. System Testing | 5. Automation Testing Approach |
| 2. Integration Testing | 6. Usability Testing |
| 3. Stress/Performance Testing | 7. Integration Testing |
| 4. User Acceptance Testing (UAT) | 8. Data Migration Testing |

Testing environment on cloud (other than production environment on cloud) would be responsibility of the vendor.

6.3.11 System Documentation and Manuals

Vendor is expected to provide user manuals and online help for use by LKPC as part of the initial training (these are different from the training material for the trainings) and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

7. SCOPE OF WORK

FUNCTIONAL REQUIREMENT - ERP SYSTEM

7.1 FINANCE MODULE REQUIREMENTS

S.No	Functional Area	Description	Vendors Response	Module	Comments
	Accounts	Capture multiple dimensions (e.g. department, location, product, project, personal no. etc.) in the chart of account			
		Ability to record asset, liability, expense and revenue against each dimension in the chart of account			

		structure			
		Capture short as well as long description of Accounts			
		Memorandum accounts for recording non -financial statistical information			
		Parent -child hierarchy in chart of account values			
		Ability to provide Short names for chart of A/c structure and generate description for each combination.			
	Calendar	Define calendar based on organization's accounting and reporting requirements			
		Facility to open multiple accounting periods i.e. open the next accounting period before closing the current accounting period			
		Close an accounting period to prevent any entries in that period			
		Reopen previously closed periods, whether in the same accounting year or previous accounting year.			
	Journals	Enter journal entries manually or interface journals from non-ERP applications, either individually or in batch.			
		Have entry, approval & posting level and amount based journal approval hierarchy with option to edit up to approval stage.			
		Journals to have unlimited number of lines including narration for the journal as well as each line.			
		Look up account numbers and descriptions during journal entry			
		Facility to enter statistical journals with statistical balances to be used in formula or reports			
		The system provides the function to reverse a journal completely or partially without re-entering all the			

		reversal lines			
		User can modify the reversal journal before posting, including but not limited to add / delete journal lines, change posting dates etc.			
		If the period for the original journal is closed, reversal journal will be automatically generated within the current period			
		The system allows the future-dating of journals, including reversing journals, up to 18 months into the future at a minimum			
		The system allows users with sufficient access to post back dated journals			
	Recurring Journal	The system generates recurring journals automatically based on user definable journal templates and posts them automatically, e.g. amortization of prepayment expense			
		The system allows users to copy a journal from a previously loaded journal and make manual adjustments before posting			
	Allocation Journal	The system supports user-definable allocation rules and auto-creates allocation journals e.g. expense allocation			
		Allocation rules can be set up against GL account code as well as other Statistical number			
		The system is capable of performing allocation functions through up to 5 tiers of allocations			
		The system can perform the allocation basis on percentages, account balances or numerical values to create allocation rules			
		The system allows for allocation entries to be posted across multiple entities			

		The system allows the upload of allocation rules from Microsoft Excel spread sheets as part of out-of-box solution			
	Journal Upload / Download	The system allows users to upload journals through spreadsheet files (e.g. .csv.xls, etc.)			
		The system allows users to upload journals with transactions within the journal using multiple currencies			
		The system allows users to specify which foreign exchange rate to use for conversion to base currency (month average, day closing spot, etc.) when posting a journal entry			
		The field sequence in upload file is user definable. For example, "journal number" field could be either the first column in Microsoft Excel or the last column in Microsoft Excel depending on each user's own preference.			
		The system allows the downloading of posted or un-posted journals to Microsoft Excel			
	Standard & Compliance	The system should be capable of complying with IFRS and USGAAP accounting requirements			
	Budget	The system supports the entry of budget information both manually and through Microsoft Excel sheet upload.			
		The system allows the upload of Budget & Re-forecast information directly from Microsoft Excel in a format where dimensions are reflected vertically and periods are reflected horizontally			
		Advise the maximum number of budget versions able to be stored			
		Budget version can be locked so that no further change is allowed in the locked version			

		The system allows for budgets to be loaded for up to 5 years into the future			
		The system allows budgets to be loaded for the Balance Sheet			
		The system allows for budgets to be loaded for non-financial data			
		The system restricts budgets to being loaded only in valid Account combinations			
		Budget information can be defined in accordance with the Account hierarchy to the most detailed level			
	Period Opening & Closing	The system prohibits transactions being posted to closed periods.			
		The system allows an authorized user (and only the authorized user) to re-open an accounting period for backdated postings.			
	Year End Process	The system supports year end closure			
		The system provides the out-of-the box dashboards to manage the period & year end closing capability.			
		The system should provide the collaboration capabilities between the team members during the closing process.			

S.No	Accounts Payables Requirements	Vendor's Response	Module	Comments
1	Capability to maintain the following information per vendor:			
	a) Vendor code			
	b) Vendor name			
	c) Vendors NTN			

	d) Vendors Sales Tax Registration			
	e) Multiple Contact name			
	f) Multiple Vendor address			
	g) P.O. Box			
	h) E-mail address (Multiple)			
	i) Phone number (multiple)			
	j) Fax number			
	k) Default payment / credit term			
	l) Active / inactive flag			
	m) Default currency & Alternative currency			
	Bank account number (Single vendor can have multiple bank account numbers, one of them should be assigned as default with a provision to change while making payment)			
	Default delivery options			
2	Capability to classify vendors as local / foreign, registered / unregistered etc.			
3	Capability to maintain vendor - item relationship			
4	Capability to enter invoices against Purchase Orders (Local and Foreign), Contracts, receipts, etc.			
5	Capability to match invoices against purchase order (local and foreign), contract, receipt, etc.			
6	Capability to record invoices in multiple currencies (E.g. OMR, US Dollar, Euro, etc.)			
7	Capability to enter multiple invoices against single PO or vice versa			
8	Capability to create Debit and Credit note to vendors and apply against invoices			
9	Capability to have approval hierarchy for processing of invoices and payments			
10	Capability to track assets related information while recording the invoice and later on transfer to the assets module			

11	When there is an invoice towards incidental charges such as freight, customs or insurance which is related to a consignment received, the system should be able to allow the users to match these invoices to the respective GRN or Purchase Order reference.			
12	Capability to support following payment types:			
	a. Cheque (printed or hand-written), b. Cash c. Credit/Debit Card d. Bank guarantee/ Letter of Credit e. Pay order f. Bank Transfer g. others			
13	Capability to make single payment for group of invoices			
14	Capability to make advance to suppliers and record and adjust against future invoices			
15	Capability to make partial payments to vendors			
16	Capability to have approval routing for petty cash requests			
17	Capability to block payments for specific invoices and suppliers			
18	Capability to make payments in more than one currency			
19	Capability to generate Bank transfer letters with Vendor bank A/C number and Bank Branch details			
20	Capability to be able to manage postdated cheques (PDC management)			
21	Capability to have custom check layouts for each disbursing bank			
22	Capability to generate creditors ledger for all/outstanding transactions with aging			
23	Capability to generate report on payments made account-wise, transaction-type wise etc.			
24	Capability of deduction of withholding income tax and sales tax			
25	Capability to maintain aging periods based on billed dates and billed due dates. Customer/Vendor wise as well as GroupWise.			
26	Capability to generate reports for the monthly/weekly withholding income tax and			

	sales tax reports			
27	Capability to deal with different tax rates and future tax regimes			
28	Reconciliation of Projects wise payment to suppliers and vendors and balancing figure payable or receivable from Project client			

S.No	Accounts Receivables Requirements	Vendor's Response	Module	Comments
1	Capability to setup pre-defined billing rules in-line with long-term contracts with customers.			
2	Capability to default all customer related information when selected for transaction processing from the customer master			
3	Capability to automatically generate bills based on pre-defined billing rules			
4	Capability to net payable and receivable invoices from same party acting as a customer and vendor			
5	Capability to raise invoice(s) to the customer with adjusted values from the Advance received.			
6	Capability to override default receivable terms while entering invoices			
7	Capability to record adjustments to invoices and post to customer accounts			
8	Capability to post debit/credit note to customer accounts			
9	Capability to maintain aging periods based on billed dates and billed due dates. Customer wise as well as GroupWise.			
10	Capability to support following receipt methods:			
	a. Cash			
	b. Cheque			
	c. Bank Transfer			
	d. Pay Order			

	e. Bank Guarantee			
	f. Others			
11	Capability to apply single receipt to single or multiple invoices, or multiple receipts to a single invoice			
12	Capability to generate receipts for all type of payments			
13	Capability to raise Advance Invoices			
14	Capability to credit separate GL control account for advance payments, e.g. different from the AR control account			
15	Capability to record bounced cheques and re-instate invoices			
16	Capability to record advance receipts against order			

S.No	Cash Management Requirements	Vendor's Response	Module	Comments
1	Capability to perform electronic bank reconciliation. Capability to upload bank statement softcopy into the system.			
2	Capability to manually enter the following reconciling items:			
	a. Bank charges			
	b. Bank interests			
	c. Other miscellaneous transactions that appears on the bank statement			
3	Capability to search available transactions using various search criteria:			
	a. Transaction type			
	b. Reference number			
	c. Amount			
	d. Transaction date			
	e. Transaction description			
4	Print bank reconciliation report reconciled, unreconciled as per bank statement			

5	Print transactions available for reconciliation report			
6	Generate bank reconciliation statement showing balances as per books and bank with the receipts in transit and payments not cleared in detail as well as in summary			
7	Print bank reconciliation statement as of a historical date with the statement showing unreconciled lines as of that period			
8	Capability to deal with Petty cash balances and expenses at different locations			
9	Maintaining project wise bank accounts and its reconciliation with the Project receivable and payable balance			

7.1 HUMAN RESOURCE MODULE REQUIREMENTS

Requirements	Vendors Response	Module	Comments
Description			
System should be able to generate and assign employee ID number to the successful applicant.			
System should provide facility for creation of checklist to be filled by departmental heads for employee confirmation in service after completion of probation period			
System should allow extension in probationary period, if required.			
System should maintain following employee information: <ul style="list-style-type: none"> • Personal: <ul style="list-style-type: none"> • Employee Personal Details • Previous work experience • Education/ qualifications/ certification records of employee • Record of Language proficiency of employee • Record of Professional memberships attained by employee • Record of employee's competence profile • Record of employee basic data 			

<ul style="list-style-type: none"> • Record of employee dependents • Official: <ul style="list-style-type: none"> • Record of employee personality traits • Record of employee appraisal during employment • Record of employee activities during employment • Others <ul style="list-style-type: none"> • New appointment from recruitment • Deputation • Promotions • Transfers • Resignation • Termination, Dismissal, Suspension • Salary increments 			
The system should have the facility to define and configure rules, procedures, workflow and policies for all kind of leaves based on a grade. For example annual, sick (with pay, half-pay and without pay), Hajj, Maternity, etc.			

Manager/Employee Self-Service

<i>Business requirement</i>	Vendors Response	Module	<i>Comments</i>
<p>Self-service system in the form of a secure web page accessed using an ID and password. Access may be provided to data stored about the employee and for Employees to provide the company with information, including but not limited to:</p> <ul style="list-style-type: none"> • Employee's own records – Read and selective update • Current and previous pay slip details – Read only • Leave request– Input only • Attendance Details 			
Availability of training courses			
Details of job vacancies			

<p>Access interface for managers and supervisors to view information from and send information to their subordinates. This will facilitate notification / negotiation of:</p> <ul style="list-style-type: none"> • Leaves and authorizations • Business and team goals 			
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Payroll Management

<i>Business requirement</i>	Vendors Response	Module	<i>Comments</i>
<i>Description</i>			
The system should support Pakistan income tax rules, calculation of Gratuity, calculation of Employee & Employer Provident Contribution and pension commutation.			
The system should support processing of retrospective changes to salary data.			
The system should be able to facilitate generation of the Final Settlements for outgoing employees, including outstanding salaries, recovery of allowances (if any) and End of Service Benefits.			
The system should be able to generate Payroll transactions for automatic deduction of Employee's contribution and produce a report of the deductions every month.			
The system should be able to define the compensations elements, allowances, associated benefits, remunerations and other facilities based on employee grade.			
The system should allow creation and maintenance of separate policies for each of the different types of allowances based on grade, employee status, place of work, etc. Allowances parameters are subject to change, based on Management approval.			
The system should have the facility of updating of the compensation elements, allowances, associated benefits and remunerations.			
The system should have the facility to provide salary position of all employees within the salary range i.e. by quartile, midpoint, blocked, etc.			
The System should support parallel processing for computing the payroll of large employee population in minimal time.			
Based on organization requirements, system should quickly and easily process payroll on the required frequency.			

The system must be capable of processing period specific allowances/deductions for an employee or group of employees.			
System must have capability to execute the multiple payroll runs for any department / region / division (e.g. earlier payroll run for Christian employees on Easter/Christmas).			
The system must allow changes to be made in any relevant data before payroll processing. If due to any of the changes a monetary payment or deduction is required to be made and accordingly the system must be capable of calculating the arrears from the given date if required, for the same and process it accordingly with the monthly processing of salary.			
The system must allow entry and processing of temporary (one time) changes of payments and deductions.			
The system must check the amount field for every pay, allowance, or deduction for its minimum and maximum limits set out in the policy parameter (if applicable).			
The system must be capable of automatically generating the transactions for communicating the monetary information regarding salaries paid during the month to the GL system according to the relevant account head as per the Chart of Accounts			
System must be capable of defining the Income Tax rates / brackets. For example, by salary brackets, year, gender, age, etc according to the said rule of Govt. Of Pakistan			
System must accommodate changes in the formula for calculation of income tax if required, without the amendment of software.			
The system must be capable of making recoveries against different loans and advances disbursed to employees.			
Maintenance of employee payment history at any time. There should be a facility within the system that allows to change current date to a past date and show earnings, deductions, and associated calculations exactly as they were on that day.			
There should be an option to put start and stop dates on pay-related information.			
Once historic data is no longer required, there should be a provision in the system to purge the unneeded data to make efficient use of the storage space.			

9. POLICIES FOR CLOUD SOLUTION

Tenderer is expected to suggest technical architecture to ensure that the infrastructure of the application supports expansion, integration, and support. Contractor shall create, with the input and support of LKPC, a detailed plan for the technical architecture of the system.

This plan shall include:

- Uptime commitment from the Cloud Provider
- Policy on the upgrades of the applications and its impact on the LKPC
- Backup policy
- Data Retention Policy
- Any other necessary policies to share for the proposed cloud

10. SECURITY REQUIREMENT

System provided must be secure and meet all standard security requirements i.e. Identification, Authentication, Authorization and Integrity. System should allow implementation of industry standard security policies and capability to evolve to meet security challenges. Details of the proposed security tools must be provided.

1. The system must support multiple levels of security while providing single sign-on facility to the users. This includes protecting certain fields from unauthorized access.
2. Access to certain functions and data must be protected until they are approved by LKPC's management.
3. Application security should be integrated with database security.
4. Data files/tables should only be accessed through the ERP; direct access through different query languages should not be possible.
5. Templates or group functions should be provided to facilitate maintenance.
6. Changes in assignment (employee transfers) or termination/retirement should automatically trigger a review of the employee's security privileges.
7. Comprehensive logs of transactions and security incidents must be maintained for auditing purposes.
8. System should provide authorization, authentication, integrity and non-repudiation facilities for critical transactions.
9. Password length as per industry standards should be supported.
10. System should be capable to maintain audit trails and logs, allow secure remote login and support digital signature and time stamp, etc.
11. Any loss of data occurred from the cloud services provider will subject to the penalty amount mentioned in the SLA with the vendor.

11. SLA FOR CLOUD SERVICES

LKPC is considering cloud services for ERP solutions.

Tenderer must include it in this section of the Vendor's proposal:

1. Describe your vendor Cloud model, including: hosting, integration, help desk, provisioning and desktop management capabilities, impact to the LKPC's network and bandwidth, and any partners that may be involved in service delivery.

2. Describe your proposed service level agreement ("SLA") for cloud services, including any tiered levels of service, response times and standard metrics. Provide a sample of the SLA Cloud services.
3. Describe your support model, including: cost structure
4. Describe your logical security, including: firewall security, authentication controls, and data encryption capabilities.
5. Describe your systems administration/management capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
6. Describe how you will help LKPC move to a new operation at the end of the Agreement term or if the Agreement is terminated, including the process for notifying of termination.

12. BACKUP & DISASTER REQUIREMENT

Vendor should provide formal Business Continuity Strategy and Plans that describes the approach that will be taken to adhere to requirements and perform business disaster recovery activities, which shall include:

1. Plan for a backup and recovery to create an automated backup of the ERP server.
2. Formulate a recovery strategy for a minimum turnaround time in case of disaster.
3. The system will maintain data backup for 5 years from the date of go live.
4. Create a disaster recovery site and a high availability environment using the available technology like virtualization, cluster farms, network accelerators, etc. to ensure business continuity.
5. Contingency and backup recovery procedures with guaranteed Service Level Agreements (SLAs).
6. The system provides for the unattended daily backup of all information and data to a media that can be stored offsite for disaster recovery purposes.
7. Backups do not prevent the system from being available at all times and do not disrupt system operations.
8. There is no performance degradation during data back-up.

13. SUPPORT

Proposer shall provide Help Desk Services for reporting errors and malfunctions and for trouble shooting problems. Proposer's Help Desk Services shall be web-based and/or by toll-free telephone lines and/or via e-mail. Proposer's Help Desk Services shall include, but are not limited to, the following services:

- Assistance related to questions on the use of the software solution;
- Assistance in identifying and determining the causes of suspected errors or malfunctions in the software solution;
- Advice on detours or workarounds for identified errors or malfunctions, where reasonably available; and
- Information on errors previously identified by LK PC and reported to Proposer and detours to these where available;

14. ON-LINE SUPPORT

Proposer may execute on-line diagnostics from a remote proposer location solely to assist in identifying and isolating suspected software solution errors or malfunctions.

15. ON-CALL SUPPORT

If a problem occurs that significantly impacts LKPC's usage of the software solution and remains unidentified or unresolved after LKPC has used the detour or code correction prescribed by Proposer, Proposer shall dispatch a qualified representative to the system location during LKPC's Business Days and Hours. The representative must arrive within timeline given in the SLA between the vendor and LKPC. This representative shall have the qualifications necessary to provide:

- Advice and assistance in diagnosis and identification of software solution errors or malfunctions;
- On-site consultation or correction or detour of identified errors or malfunctions.
- Delay in response as per the SLA will subject to the penalty amount mentioned in the SLA

16. DOCUMENTATION

The Proposer shall identify its approach to developing a complete and comprehensive set of user and system documentation that reflects all components of the software solution, including enhancements and interfaces. The Vendor shall provide "As built" documentation specific to the components and configuration proposed, including, but not limited to, specific system installation settings, installation logs, software solution settings, and initialization files. The documentation shall be functional at initial implementation and shall be maintained by the Vendor throughout the life of the contract. The documentation will be complete and accepted by LKPC on or before initial implementation and shall be maintained by the Vendor as required. The documentation shall be provided to LKPC in a printable, electronic format.

LKPC should have the ability to print the documents from the electronic document source files, and/or directly from the Vendor's system. Vendors shall provide the documentation in this format, or have the ability to convert the documentation to a printable format.

- Provide formal End-user Training Strategy and Plans to document training requirements and the approach LKPC will use for updating training requirements, development of training curricula and deploying training for the end-users as required. Include training milestones with clear deliverables for each set of activities.
- Create Test Cases and Test Data that are fully documented and repeatable without consulting assistance

17. NDA

Confidentiality is an extremely important for LKPC, vendor will sign NDA with LKPC.

18. DISCLAIMER

LKPC reserves the right to reduce the scope of work and divide work into phases before finalizing the contract with the successful vendor.

Annex A – Specifications

Below clause has been added as 3.1.1 of the RFP. ERP User details

ERP Development – Cloud services		
S. No	Description	Estimated Quantity /User
1	ERP Modules Finance and Human Resource	10
2	Payroll	100-150

Draft CONTRACT FOR SERVICES FOR
ENTERPRISE RESOURCE PLANNING (ERP) ON CLOUD

Between



**LAHORE KNOWLEDGE PARK COMPANY
HIGHER EDUCATION DEPARTMENT,
GOVERNMENT OF THE PUNJAB,
LAHORE**



And

M/S -----.

Address

THIS CONTRACT dated: _____, 2021

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CONTRACT FOR SERVICES FOR ENTERPRISE RESOURCEPLANNING (ERP) ON CLOUD

This contract is made in continuation of the LOA No. LKPC/-----dated:----- Lahore on the
, 2021.

Between

Lahore Knowledge Park Company (LKPC), through Higher Education Department, Government of the Punjab (hereinafter referred to as "the Purchaser") of the one part, through its Chief Executive Officer Mr. -----bearing CNIC No. -----, having its registered office at 15 Abu-Bakar Block, New Garden Town, Lahore, which expression shall include their respective heirs, legal representatives, successor, assignees & nominees;

And

M/S ----- Lahore, through its authorized representative Mr.----- Office, bearing CNIC NO. -----, hereinafter referred to as "the Contractor" of the other part;

(In this Contract, the Purchaser and the Contractor / supplier is collectively referred to as the "Parties" or individually as the "party").

RECITALS:

WHEREAS, the Purchaser / Procuring Agency is a company established under section 42 of the Companies Ordinance, 1984, a body corporate owned and controlled by the Government, Higher Education Department, established for the Lahore Knowledge Park and for matters connected therewith or incidental thereto.

AND WHEREAS, The Purchaser / Procuring Agency is desirous to seek the software services Enterprise Resource Planning (ERP) (hereinafter called the "Services").

AND WHEREAS, The Government of the Punjab through the Lahore Knowledge Park Company, Higher Education Department (the Purchaser) intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the Services rendered as described in the Price Table given in Clause 01 of this Contract.

AND WHEREAS, the Lahore Knowledge Park Company, through Higher Education Department, Government of the Punjab, (the Purchaser) has requested M/S ----- (the Contractor) to provide Services as described under Scope of Services in relevant Tender Document;

AND WHEREAS, The Contractor, amongst others, submitted its request for Proposal in furtherance of the advertisement dated ---- ,2021, wherein the Contractor is eligible and qualified in all respects to render the Services to the Purchaser / Procuring Agency and has assured and satisfied the Purchaser / Procuring

Agency that the Contractor has the necessary expertise and personnel and technical resource and facilities to render the Services to the Client.

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions, promises, and contract hereinafter contained and to be performed and legally binding the Parties hereby agree as follows:

1. The Contract Price for provisioning of software services Enterprise Resource Planning (ERP), at a total amount of **PKR ----- /- (Rupees -----)** inclusive of all taxes, duties, levies, charges, fees, insurance, freight, etc. (hereinafter referred to as “the Services”) as per details mentioned vide below given Price Table.

PRICE TABLE:

Sr. Nos.	Description of Services	Unit Price in PKP inclusive of all applicable taxes.	Total price in PKR inclusive of all applicable taxes.
1	Financial Module (ERP) with one year support	One time cost	One time development cost
2	Human Resource Module (ERP) with one year support	One time cost	One time development cost
3	ERP Hosting on Cloud	Per month cost	First year cost (per month cost X 12)
4	ERP (Finance & HR Module) support cost for 2 nd & 3 rd year	Per month cost	Total cost for 2 nd & 3 rd year (per month cost X 24)
5	Cloud Support Hosting	Per month cost after one year	Total cost for 2 nd & 3 rd year (per month cost X 24)
	Accumulated Bid price Inclusive of all applicable taxes (In figures)		
	Accumulated Bid price Inclusive of all applicable taxes (In words)		

Notes to the Price Table:-

- Service Level Agreement (SLA – Premier Support) for the maintenance and support (including subscription) services mentioned above, shall be signed along with this contract. Maintenance Support commences from the date of delivery of HW/SW and shall be valid for 12 months (Year 1). Where the maintenance and support services for Year 2nd and 3rd, the services annual fees will be as mentioned above.

(a) “The Client” means the concerned technical team lead of the Purchaser for whose particular project the Services have been procured. CLARIFICATION IS REQUIRED.

2. **The Purchaser desires to engage an entity to provide an Enterprise Resource Planning (ERP) solution for the Lahore Knowledge Park Company, and solicited proposals for ERP software and implementation and hosting services including through RFP No. -----(the “RFP”). Of the short-listed vendors responding to the RFP.**
3. **The Parties understand that the Contract is the result of LKPC’s procurement process to RFP No. -----, The comprehensive solution proposed by Contractor and accepted by Purchaser is a OEM-hosted, centralized ERP solution encompassing all departments and offices reporting to the LKPC’s Administrator that meets the Specifications and includes implementation, hosting.**
4. **The Contractor hereby covenants with the Purchaser to provide the products and Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the warranty provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.**
5. The Contractor represents that it has the experience necessary to adequately and competently perform the services;
6. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of the products and Services and remedying of defects / damage therein.
7. The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
8. **Documents Relevant to the Contract**
Documents means as provided by Contractor to Purchaser of the System relating to the use, function, and Support of the System, as may be amended from time to time by Contractor. Such Documents shall be provided in hardcopy or softcopy and shall include, but not be limited to, the Statement of Work, the Acceptance Criteria as set forth in this Contract, and the changes, modifications, alterations, and configurations made by Contractor or its subcontractors to the Software hereunder to provide Purchaser the System.

This Contract shall prevail over all other documents issued prior to the Contractor. In the event of any discrepancy / inconsistency within the Contract, the listed below documents shall prevail and shall be deemed to form and be read and construed **as an integral part of this Contract.**

- a. The relevant published tender document;
- b. Bidder's Complete Proposal;
- c. Letter of Acceptance (No. -----, dated: -----, 2021);
- d. Any other offerings by the Contractor.
- e. Cloud service agreement duly submitted by the Purchaser.

9. CONTRACT LANGUAGE

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English language **which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.** The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

10. Governing Law and Jurisdiction:

The Laws of Pakistan shall govern this Contract and the transactions contemplated by it. The Courts of Lahore shall have exclusive jurisdiction over all matters arising out of or relating to this Contract and the Parties submit to the exclusive jurisdiction of such courts.

11. Location

The Parties have agreed that the Services shall be primarily performed at Lahore, Punjab, Pakistan. However this does not restrict performance of work throughout Pakistan.

12. CONTRACT DURATION

The Contract shall endure for a period of three (3) years, starting from the date of signing of the Contract (effective date).

13. STANDARDS

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

14. COMMERCIAL AVAILABILITY

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Services shall have been offered in more than two facilities initiated under two separate contracts by the Contractor globally/locally.

15. PATENT RIGHT

The Contractor may retain the entire right, title, and interest throughout the period of the Contract to each subject invention and shall indemnify and hold the Purchaser harmless

against all third party claims of infringement of patent or trademark arising from acquisition of the Services or any part thereof.

16. EXECUTION SCHEDULE

The Contractor shall start operation of services in three (03) months from the date of signing this Contract, *or such other time period as the Parties to the Contract agree in writing. The Contractor shall not be entitled to receive any unitary payment until the Service Commencement Date.*

17. Scope of Services:

The proposed ERP should cater to requirements of key business functions of the organization with Financial management module, HR Module and payroll solution. The scope of the work for the ERP components shall be limited to the functionality provided by the company. The Parties agree that this Contract, Statements of Work, describe Contractor's obligations, unless otherwise expressly provided, and are deemed to include preliminary considerations and prerequisites, labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. The Contractor shall carry out the following key activities as under:

- Finance Module
- Human Resource Module
- Cloud Services for hosting

18. Functional Requirements:

The design and implementation should consider the following features:

- Finance Module
- Human Resource Module

19. Contractor's Capabilities, Responsibilities and Requirements:

The Contractor will be responsible for:

- Both Hardware and Software will be part of the managed services (cloud).
- Provide support and maintenance services in accordance with the service levels agreed in the Service Level Agreement (SLA – Premier Support). The Contractor should describe their support mechanism and process and how they will ensure minimum down time due to any hardware / software related issues.

20. SECURITY REQUIREMENT

1. The system must support multiple levels of security while providing single sign-on facility to the users. This includes protecting certain fields from unauthorized access.
12. Access to certain functions and data must be protected until they are approved by LKPC's management.
13. Application security should be integrated with database security.
14. Data files/tables should only be accessed through the ERP; direct access through different query languages should not be possible unless appropriate database access is granted.
15. Templates or group functions should be provided to facilitate maintenance.

16. Changes in assignment (employee transfers) or termination/retirement should automatically trigger a review of the employee's security privileges.
17. Comprehensive logs of transactions and security incidents must be maintained for auditing purposes.
18. System should provide authorization, authentication, integrity and non-repudiation facilities for critical transactions.
19. Password length as per industry standards should be supported.
20. System should be capable to maintain audit trails and logs, allow secure remote login and support digital signature and time stamp, etc.
21. Any loss of data occurred from the cloud services provider will subject to the penalty amount mentioned in the SLA with the vendor.

22. TRAINING REQUIREMENTS

1. End User Training.
2. System Training & Technical Trainings.

Payment will be made after the completion of End User training. All the trainings should end up with a proper test/exam.

23. SYSTEM DOCUMENTATION & MANUALS

Vendor shall provide user manuals and online help for use by LKPC as part of the initial training (these are different from the training material for the trainings) and on-going operational support. Additionally, the Vendor shall provide technical documentation.

1. Documentation may include (user guide, technical guide, training materials, etc.) on the system proposed.
2. Documents anticipated to be developed during the course of the project.

24. BACKUP & DISASTER REQUIREMENT

Backup and recovery planning should be as outlined in cloud service agreement. Vendor should provide formal Business Continuity Strategy and Plans that describes the approach that will be taken to adhere to requirements and perform business disaster recovery activities, which shall include:

1. Plan for a backup and recovery to create an automated backup of the ERP server.
2. Formulate a recovery strategy for a minimum turnaround time in case of disaster.
3. The system will maintain data backup for 5 years from the date of go live.
4. Create a disaster recovery site and a high availability environment using the available technology like virtualization, cluster farms, network accelerators, etc. to ensure business continuity.
5. Contingency and backup recovery procedures with guaranteed Service Level Agreements (SLA).
6. The system provides for the unattended daily backup of all information and data to a media that can be stored offsite for disaster recovery purposes.

7. Backups do not prevent the system from being available at all times and do not disrupt system operations.
8. There is no performance degradation during data back-up.
9. The calculation of time taken to backup data with respect to data size increase has been provided.

25. PAYMENT

1. **The Contractor shall provide all necessary supporting documents along with original invoice specifying the amount due, the Contractor shall be entitled to continue to be paid under the terms of this Contract. Payment will be made to the account of the Contractor as per prices offered in the financial proposal of the contractor and according to the payment schedule after making all deductions mentioned in this Contract or the applicable Laws / rules / notifications of Pakistan.** Invoicing shall be as follows:

Sr. Nos.	Description of Services	Unit Price in PKP inclusive of all applicable taxes.	Total price in PKR inclusive of all applicable taxes.
1	Financial Module (ERP) with one year support	One time cost	One time development cost
2	Human Resource Module (ERP) with one year support	One time cost	One time development cost
3	ERP Hosting on Cloud	Per month cost	First year cost (per month cost X 12)
4	ERP (Finance & HR Module) support cost for 2 nd & 3 rd year	Per month cost	Total cost for 2 nd & 3 rd year (per month cost X 24)
5	Cloud Support Hosting	Per month cost after one year	Total cost for 2 nd & 3 rd year (per month cost X 24)
	Accumulated Bid price Inclusive of all applicable taxes (In figures)		
	Accumulated Bid price Inclusive of all applicable taxes (In words)		

2. The Contractor shall submit an application for Payment, to the Purchaser. The Application for invoice shall be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, the Services delivered up to the date of the Application for Payment and subsequent to the period

covered by the last preceding Payment, if any.

The Purchaser shall get verified the details of Services delivered against the invoice and Payment.

3. The Purchaser shall pay the amount verified within thirty (30) days from invoice date. The Purchaser shall make payment for the Services provided to the Contractor, as per Government policy, in Pak Rupees, through commercial bank cheque.

4. 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. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

5. **Payment shall be made only for work actually provided in accordance with the terms of this Contract and shall be made in accordance with the applicable Payment Schedule, which payment shall be accepted by Contractor as full compensation for all services provided.**

6. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of the Letter of Acceptance (LOA) till termination of the signed contract in this regard.

7. **The Contractor shall not be paid any additional cost unless agreed otherwise in the conditions of Contract or for any reactivating of the Services.**

GST is calculated as per the current laws i.e. 17% on Hardware & Software and 16% on Services. Any new/change in GST (including GST on services incase provided in Sindh and Punjab provinces) will be levied as per the rules, regulations at the time of issuing each invoice(s).

26. Price

The Contractor total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Contractor in carrying out Services. The

Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule. The Purchaser shall make all payments in Pak Rupees (PKR).

27. Contract Amendment

The Purchaser may at any time, subject to written mutual agreement with the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

28. MODIFICATION OR VARIATION OF THE TERMS AND CONDITIONS OF THIS CONTRACT, INCLUDING ANY MODIFICATION OF THE SCOPE OF SERVICES OR OF THE CONTRACT PRICE, MAY ONLY BE MADE IN WRITING, WHICH SHALL BE SIGNED BY BOTH THE PURCHASER AND THE CONTRACTOR.

29. **Assignment / Subcontract**

Except for sub-contracting approved by the Purchaser at the time of its execution of this Contract or any other written amendment hereto, neither this Contract nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the Purchaser. If Contractor violates this provision, the Purchaser shall have the right to immediately terminate this Contract. The Contractor represents that each person and entity that will provide services under this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

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

This Contract shall be binding on each Party's successors and permitted assignees. Notwithstanding anything to the contrary contained in this Section, the Contractor may subcontract any portion of the work required by this Contract to any of the Affiliates of Contractor, provided that the terms and conditions of this Contract are binding on any such Affiliate.

30. **Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly inform the facts and circumstances of the delay, probable effects and its likely duration. As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract accordingly.

31. **Performance Security**

The Contractor must submit the Performance security in the shape of Bank Guarantee from a scheduled bank in Pakistan at the rate of 10% of the total contract value for the contract period, as per the clause-4 of Letter of Acceptance (LOA) No. LKPC/ERP/-----dated -----2021. Performance Security should be provided within fourteen (14) days of the issuance of relevant signed Letter of Acceptance (LOA) No. LKPC/-----dated ----- . In case the Contractor having been notified of the acceptance of the LOA/Contract by the Purchaser, fails or refuses to furnish the Performance Security within stipulated time given under the Letter of Acceptance (LOA) No. LKPC-----dated ----- 2021 and this Contract, or till end of the currency of this Contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor. The Performance

Security shall be furnished on an appropriate stamp paper and the stamp paper should be purchase in the name of Bank executing the guarantee. The validity of the Bank Guarantee shall be one year extendable to further 2 years.

32. Forfeiture of Performance Security

The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

If the Contractor commits a material breach under the Contract;

If the Contractor fails to fulfill any of its material obligations under the Contract;

and in both cases the Contractor has not remedied the breach within 15 days following the written request from LKPC specifying the breach.

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. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

Failure to supply required products within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount shall be forfeited and the company may not be allowed to participate in future tenders as well.

33. Liquidated Damages

It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract will cause the Purchaser to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Purchaser of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. If the Contractor delays the Software to go live with respect to the agreed timelines under the Contract, the Purchaser may, deduct from the Contract Price, as liquidated damages, a sum of money equal to @ 0.2% per day of the Contract Price which is attributable to such part of the delayed Software, in consequence of the delay, be put to the intended use, for every day of the non-compliance, with any extension of time thereof granted by the Purchaser. Provided the amount so deducted shall not exceed, in the aggregate 40% of the price of the delayed product. **The delays that are not attributable to the contractor will not be counted towards computation of liquidated damages.**

34. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014.

35. Dispute Resolution

The Purchaser and the Contractor shall use their best efforts to settle amicably all disputes, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

Any dispute between the Parties as to matters arising pursuant to this Contract which

cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modifications thereto. The Arbitration shall be held in Lahore, Pakistan. Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Purchaser shall be withheld on account of such proceedings.

36. Termination

The Purchaser may, at any time, by a one (1) month written notice served to the Contractor, or a sixty (60) days' notice from The Contractor served to the Purchaser, shall terminate the Professional Services part of this Contract in whole or in part, for its convenience. Services performed and products delivered up to the date of termination will be paid. The amount due till the notice period will be paid by the Purchaser within thirty (30) days from the Termination date.

37. Termination for Default

IF THE CONTRACTOR FAILS TO PROVIDE SERVICES UNDER THE CONTRACT / VIOLATES ANY OF THE PROVISIONS OF THE CONTRACT / COMMITS BREACH OF ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT. THE PURCHASER MAY, AT ANY TIME, WITHOUT PREJUDICE TO ANY OTHER RIGHT OF ACTION / REMEDY IT MAY HAVE, BY WRITTEN NOTICE SERVED TO THE CONTRACTOR, INDICATE THE NATURE OF THE DEFAULT(S) AND TERMINATE THE CONTRACT, IN WHOLE OR IN PART. PROVIDED THAT THE TERMINATION OF THE CONTRACT SHALL BE RESORTED TO ONLY IF THE CONTRACTOR DOES NOT CURE ITS FAILURE / DELAY, WITHIN FIFTEEN (15) DAYS (OR SUCH LONGER PERIOD AS THE PURCHASER MAY ALLOW IN WRITING), AFTER RECEIPT OF SUCH NOTICE.

If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may , upon such terms and conditions and in such manner as it deems appropriate, Services, similar to those undelivered. However, the Contractor shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency

If the Contractor becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, The Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served to the Contractor. The Purchaser, indicate the nature of the insolvency and terminate the Contract, in whole or in part. Services performed and products delivered up to the date of termination will be paid.

Termination for Convenience

- The Hardware and Software products delivered and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser and paid accordingly. For the remaining Services, the Purchaser may elect:

- to have any portion thereof completed and delivered; and/or
- to cancel the remainder and pay to the Contractor an agreed amount for delivered Services, previously procured by the Contractor for the purpose of the Contract.

Payment upon Termination

Upon termination of this Contract, the Purchaser shall make the payments to the Contractor on account of Contract Fee and other expenses for the Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Clause means the date when the prescribed notice period would expire.

38. Force Majeure

- For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.
- The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

39. Authorized Representative

- The Purchaser or The Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by The Purchaser or The Contractor.
- Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- If The Contractor questions any decision or instruction of the Authorized Representative of The Purchaser, The Contractor may refer the matter to The Purchaser who shall confirm, reverse or vary such decision or instruction.
- **Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Contractor or the Purchaser shall be taken or executed by the Authorized Representative specified below:**

For the Purchaser:

For the Contractor:

Mr. -----l

Mr. -----

Chief Executive Officer

Lahore Knowledge Park Company,

Higher Education Department, Government of
the Punjab,

15 Abu Bakar Block, New Garden Town, Lahore

Tel:042-99075000

Email:ceo@lkpc.com.pk

Chief Executive Officer

M/S-----.

-----,

Tel: -----

Email: -----

40. Waiver

The failure of either party to insist upon or enforce any provision strictly of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance. Any relaxation, indulgence or delay by either party in exercising, or any failure by either party to exercise, any right under this Contract **shall not be deemed a waiver of that right and shall not affect ability of that party subsequently to exercised that right.**

41. Confidentiality

Confidential Information is defined as any proprietary information that (i) is disclosed in any form, being clearly designated or marked as confidential or its equivalent at the time of disclosure, or (ii) recipient knows or should know to be confidential. The parties agree that for a period of three years from the date of disclosure of Confidential Information, recipient shall (a) protect discloser's Confidential Information using the same degree of care as it uses to protect its own confidential information of similar importance, but not less than reasonable care; and (b) restrict disclosure of Confidential Information to those employees, agents or contractors who have a need to know the Confidential Information for the same purpose it was originally disclosed by the discloser, and who are bound by confidentiality terms substantially equivalent to those in the Order. Confidentiality obligations under this Order with respect to Customer data values stored in or processed by computers, software in human-readable form. Confidential Information does not include information that (1) is in, or enters, the public domain, without breach of this Order; (2) is lawfully obtained from a third party; (3) is known to the recipient prior to such disclosure; or (4) is required to be disclosed by a valid court order, provided that the recipient has first given discloser notice of such requirement.

Subject to applicable laws, both Parties hereby acknowledge that each Party may be exposed to confidential and proprietary information of the other Party and providers of software and confidential and proprietary information, business information, and information that may be exempted from disclosure or prevented from being disclosed by reason of law. "Confidential Information" must be expressly identified in writing by the Party claiming such confidentiality (prior to allowing access by the other Party if so required by applicable laws), and such Party must provide the other Party with a written statement of the nature of such claim.

Compliance with Laws. The Contractor shall comply with all applicable federal, and local laws, codes, ordinances, rules, and regulations in performing under this Contract.

Severability. Whenever possible, each provision of this Contract shall be interpreted in a manner which makes it effective and valid under applicable laws, but in the event any part of this Contract is found to be illegal, invalid or unenforceable by any court of

competent jurisdiction, that illegality, invalidity or unenforceability shall not affect the other provisions of this Contract, and the balance of this Contract shall remain in full force and effect.

- Entire Contract. This Contract contains the entire Contract between the Contractor and the Purchaser regarding the subject matter / Services and Scope of Work herein and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Contract. Any modifications to this Contract shall not be binding unless in writing and signed by both the Contractor and the Purchaser. This Contract shall not impact the terms and conditions of any prior Contract between the Contractor and the Purchaser.
- Joint Preparation. This Contract has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.
- Time Is Of The Essence. Time is of the essence throughout this Contract, including the attached Scope of work or any subsequent Work. The parties acknowledge, however, that the projects hereunder are joint and iterative, such that delay by one party in complying with its obligations may affect the other party's ability to meet any agreed upon schedule. If and to the extent the delay by one party is caused by delay by the other party, such delay will not violate this provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed and executed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

For and on behalf of

Lahore Knowledge Park Company (the Purchaser)

Chief Executive Officer

Managing Director

M/S -----

CNIC: _____

CNIC: _____

Witness

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

CNIC No: _____

CNIC No: _____