

# Institute of Business Administration Karachi

Tender Form

For

“Support & Services Require for ERP System”

Date of issue : 25-March-2014  
Last date of submission: 14-April-2014

*Tender # IT/54/2013-14*



## *General Terms & Conditions*

### **a) Earnest money (Bid Security)**

An bid security, in the shape of a bank draft / pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 5% of the total cost of bid, should be submitted along with the tender documents.

### **b) Validity of the proposal**

All proposal and prices shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

### **c) Currency**

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

### **d) Sales Tax and other Taxes**

Organization (Offeror) is hereby informed that the IBA shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization. The responding organization will be responsible for all taxes on transactions and / or income, which may be levied by the government. If responding organization is exempted from any specific taxes, then it is requested to provide the relevant documents with the proposal.

### **e) OEM Relationships & Warranties**

The responding organization (OFFEROR) should be an authorized business partner from the **ORIGINAL EQUIPMENT MANUFACTURER (OEM)**, for the proposed hardware, software or networking components in Pakistan. A certificate to their effect should be included in the proposal otherwise the bid is liable to be rejected. Offerors having Gold, Silver or Premier Partnership with the OEM will be given preference in the final evaluation.

Selected vendor will provide maintenance / support service, after expiry of warranty, for each category of products identified, at a rate, which is not more than 10% of the initial purchase / license cost. Selected vendor should also be committed to provide maintenance / support service for a period of at least three years after expiry of warranty period. However, IBA will not be bound to avail this service.

The equipment should be supplied through verifiable distribution channel in Pakistan.



## **f) Ownership**

The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

## **g) Delivery of Services**

Bidder is bound to sign a Service Level Agreement (SLA) with IBA, Karachi. Draft SLA attached with this document.

## **h) Arbitration and governing law**

This tender and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all responding organizations responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani Courts. The arbitration proceeding will be governed by the Arbitration Act, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

## **i) Acceptance of Proposals**

The IBA reserves the right not to accept the lowest or any proposal and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide demo /Presentation which vendor quoted in the tender. After the final inspection of the unit/presentation the decision will be made.

## **j) Support Capabilities**

The OFFEROR should indicate the support capabilities for all the services provided during the course of the project. Details of qualifications / capabilities of support staff should also be included in the corporate profile.

## **k) Cancellation**

IBA reserves the right to cancel any or all of the services.

## **l) Payment**

Mention in the draft SLA.

## **m) GST**

GST will be paid on applicable items only.





## **n) Penalty**

Already mention in the draft SLA.

## **o) Increase in price**

No increase in the value of above mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, scope of supply and or any other head of account shall be allowed.

## **p) Increase in taxes**

Any increase in taxes, the IBA should not be responsible, but, if any taxes are reduced, the IBA should get its benefit.

## **q) Alteration**

Competent Authority reserves the right to change / alter / remove any item or article or reduce / enhance quantity without assigning any reason thereof.

## **r) Invoice**

Invoice / bill should be submitted to Finance Department.

## **s) Stamp duty**

Stamp duty will be paid by vendor.

# **1. Instructions for Responding Organizations**

## **a) Communication**

Any request for clarification regarding this tender document should be submitted in writing to:

Head of ICT  
Institute of Business Administration,  
IBA Main Campus, University Road,  
Karachi  
Phone : 111-422-422 Ext 2107  
Fax : 021-9215528



## **b) Submission of documents, mode of delivery and address**

Proposals can be delivered by hand or courier so as to reach the office of address given at section 2 (a) by the last date indicated for submission. **Proposals received by fax or email will not be accepted.**

## **c) Submission of proposal**

The Offeror shall prepare two printed/hard copies of the Proposal, clearly marking each "Original Proposal Technical" and "Copy of Proposal of Technical" also same with Financial Proposals as appropriate. In addition a CD must be enclosed in the Technical Proposal sealed envelope, which contains an electronic/soft copy of the technical proposal. In the event of any discrepancy between them, the original printed/hard copy shall govern.

The two printed/hard copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

The complete proposals should be submitted by 11:00am hours on 14-April-2014 at the address given at section 2 (a).

The OFFEROR shall deliver two copies of the bids which include IBA tender documents along with BOQ and Financials.

## **d) Date of opening of proposal**

Bid will be opened on 14-April-2014 at 11:30AM at IBA Main Campus ICT Procurement office in presence of representative bidders who may care to attend.

## **e) Demonstration / Presentation**

The Responding Organization (OFFEROR) will compulsorily provide a demonstration unit of the quoted product for testing / evaluation purposes. The demonstration unit should be exactly of the same specification as quoted by the OFFEROR. In case the demo unit isn't according to the specification required by IBA or quoted by the OFFEROR, the tender may be liable to rejection.

## **f) Important**



- i. Separate envelopes clearly labeled for 'Original Proposal (Technical)', 'Copy Proposal (Technical)', Financial Proposal Original & Copy along with 'Earnest Money(Bid Security)' must be submitted on or before last date to submit the tender documents.

The bank draft for earnest money should be enclosed in a separate envelope, labeled as 'Earnest Money (Bid Security)', and which should be sealed. Proof of Sales Tax registration and NTN numbers should also be provided. (Please provide photocopies of relevant documents).

- ii. Competent authorities reserve the rights to accept or reject any quotation / tender without any reason thereof.
- iii. Last date for tender submission is 14-April-2014.
- iv. Tenderers should be registered with Sales Tax department.
- v. Earnest money of 5% of total amount in the form of pay order / demand draft in favor of '**Institute of Business Administration Karachi**' should be submitted along with tender form in separate envelope.
- vi. Please submit copies of certificates of registration with Sales Tax and Income Tax departments.
- vii. IBA reserves the right to change / alter quantity / quality / specifications etc., without assigning any reason thereof.
- viii. No escalation in cost / price will be accepted at any stage, after approval of the quoted amount and award of the Purchase Order.
- ix. The tender document will be accepted ONLY on the IBA's prescribed SBD available on IBA's Website.





## Annexure - A

### Technical Requirements(BOQ)

**Evaluation Criteria:** For those who qualified in Mandatory Criteria.

A - Business Profile				
Serial Number	Attributes	Max Score	Score Distribution	Requirements
1	Financial Strength	4	4	More than or equal to PKR 1,000 million turnover with software services revenue being 50%
			3	PKR 750 to 999 million turnover with software services revenue being 60% or more
			2	PKR 500 to 749 million turnover with software services revenue being at least 70% or more
2	Company established (No. of years)	3	3	More than 07 years
			2	7 years or less
3	Location of Office	4	4	Office in Karachi
			1	Offices other than Karachi
4	International Presence	4	4	Offices in at least 2 more continents other than Asia
			2	Offices in 1 more continent other than Asia
	Total	15		

B - Training				
Serial Number	Attributes	Max Score	Score Distribution	Requirements
5	Location of training	10	10	Facilities and staff available in Karachi.



	facilities and consultants for training available		5	Facilities and staff available other than Karachi
	Customize Training to the Technical Team.	30	30	Total No of Hours: 60 should be assigned for the training of new upgrades/customization at least once in a year as per the requirement of IBA.
			0	For no compliance.
	Total	40		

C - Project & Resources				
Serial Number	Attributes	Max Score	Score Distribution	Requirements
6	Number of Projects handled	10	10	At least 3 local or international projects in Higher Education implementing PeopleSoft Campus Solutions completed successfully
			5	At least 1 local or international project in Higher Education implementing PeopleSoft Campus Solutions completed successfully
	Total	10		

D - Resources				
Serial Number	Attributes	Max Score	Score Distribution	Requirements
7	Number of Resources available for Peoplesoft	25	25	At least 35 experienced resources in PeopleSoft Campus Solutions and Oracle/PeopleSoft Financials and at least 10 of these should be based in Karachi Office. The experience should be verifiable





			10	At least 20 experienced resources in PeopleSoft Campus Solutions and Oracle/PeopleSoft Financials and at least 5 of these should be based in Karachi Office. The experience should be verifiable
8	Post Production Environment	10	2	Post production support environment should be available at the vendors end.
8			10	Post production support environment should be available at the vendors end. It should also be available in the Karachi Office
	Total	35		

Total Marks: 100

Passing Marks: 75% marks of the total marks

**Financial:** Financial will be open of those who qualify and get more than 75% marks in evaluation criteria.

Tender will be awarded to bidder who is lowest in price only and meet our mandatory & evaluation criteria.



### Mandatory Criteria:

Only those vendors can apply in this tender who fulfill the mandatory criteria:

### Mandatory Criteria:

- ✓ Must be a GOLD PARTNER relationship with principal. (Provide evidences)
- ✓ Company must have successfully completed at least 3 projects implementing PeopleSoft Campus Solutions in Higher Education with at least 1 project completed internationally. (Provide evidences)
- ✓ Company Permanent Resources must be based in Karachi Office. (Provide evidences)
- ✓ At least 3 Service Level Agreements currently in hand both locally and internationally. (Provide evidences)
- ✓ Company must have advance knowledge about the PeopleSoft financials & Sakai. (Provide evidences)
- ✓ Company must have experienced to build two way integrate between the PeopleSoft & Unitime. (Provide evidences)
- ✓ Company should have at least five successful implementation of People soft and thorough understanding of People tool 8.53 or later. (Provide evidences)
- ✓ Company must have done at least two up gradation of People tool. (Provide evidences)



## **Annexure - B**

### **Format for technical proposal**

<b>Information required from Responding Organization</b>	
<b>General information</b>	
Name of the firm	
Name of contact person	
Cell #	
Office address	
Office phone #	
Office fax #	
Year of establishment	
Main area of business	
GST reg #	
NTN	
Annual turnover	
Values of projects in hand	
<b>Details of staff employed</b>	
Managerial capabilities	
a) Total # of permanent staff	
b) Total # of contract staff	
Technical capabilities	
c) Total # of permanent staff	
d) Total # of contract staff	
Cumulative experience	
<b>Technical experience</b>	
No of years in business for similar assignments	
No and value of similar assignments completed in last 3 years	
Relationship with OEM	
Clientele	
Technical staff expertise / skills	

Signature and seal  
of responding organization





[ABC COMPANY]

AND

IBA KARACHI

**ANNUAL INCIDENT BASED MAINTENANCE AND SUPPORT  
AGREEMENT  
FOR  
PEOPLE SOFT CAMPUS MANAGEMENT SOLUTION  
& OTHER INTEGRATED SOFTWARES  
YEAR 2014**

This document contains Information that is confidential and proprietary, and the exclusive property of [ABC COMPANY][ABC COMPANY]. This document may not be duplicated, reproduced, or distributed without the express written consent of [ABC COMPANY][ABC COMPANY]. This document has been prepared for the sole purpose and exclusive review of IBA Karachi.



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[ABC COMPANY][ABC COMPANY]  
AND  
IBA KARACHI

## SUPPORT AND MAINTENANCE AGREEMENT

This Agreement ("Agreement") is effective as of January 1, 2014 between [ABC COMPANY][ABC COMPANY], 39 Empress Road Lahore (hereinafter referred to as "[ABC COMPANY][ABC COMPANY]"), and IBA Main Campus University Road Karachi - 75270 (hereinafter referred to as "IBA Karachi"). This Agreement has been developed upon request by IBA Karachi for an annual maintenance contract to support the People Soft Campus Management System.

### 1. Scope of Agreement

Under this Agreement, [ABC COMPANY][ABC COMPANY] will provide incident based remote technical support to IBA Karachi for the People Soft Campus Management System implemented in IBA.

The following incident based services will be provided for the duration of the agreement:

- Provide assistance and guidance in troubleshooting application errors.
- Resolving functional & operational issues on "need basis".

[ABC COMPANY][ABC COMPANY] will provide a Point of Contact for all support related issues raised by IBA Karachi. Based on the nature of defect reported, [ABC COMPANY][ABC COMPANY] will respond to IBA Karachi in the following manner.

Category	Description	Response Time
Critical	Defect in core functionality that prevents application to be used for daily operations and no work around is available.	1 business day
Major	Defect in core functionality for which a work around is available and daily operations can continue	2 business days
Minor	Defect in non-core functionality	Timeframe to be mutually agreed

The Standard Maintenance & Support Services should include any additional software development within the PeopleSoft environment, up-gradation, SAKAI, Unitime Scheduling System, functional enhancement, implementation support of PeopleSoft Financial System and integration work for IBA Karachi. For any other functional enhancements needed by IBA Karachi, [ABC COMPANY][ABC COMPANY] will furnish an effort estimate to IBA Karachi and once approved, [ABC COMPANY][ABC COMPANY] will develop these enhancements.





## 2. Cost

The fixed cost for assuring off-site Annual incident based Maintenance & Support Services is PKR. \_\_\_\_\_ as per the requirements mentioned in this document.

### Note:

1. All support requests will be formally raised by IBA Karachi and [ABC COMPANY][ABC COMPANY] will assign its severity level, based on its functional / technical importance (severity levels have been defined in the proposal).
2. Annual support will focus towards managing the technical and functional aspects of the developed System only.
3. At the expiry of this Agreement, both parties have the option to renew the services by signing a new annual support agreement. This is subject to both parties agreeing to the terms and conditions of the new agreement.

## 3. Non-Solicitation

During the term of this Agreement and for two (2) years thereafter, IBA Karachi agrees not to solicit or induce any employee of [ABC COMPANY][ABC COMPANY] who has worked on the project covered hereunder to terminate his or her employment with [ABC COMPANY][ABC COMPANY], or to hire any such employee of [ABC COMPANY][ABC COMPANY], without the prior written approval of [ABC COMPANY][ABC COMPANY] during the said period. General advertisements by IBA Karachi not directed at any particular employee of [ABC COMPANY][ABC COMPANY] shall not be construed as a violation of this section.

## 4. Termination

Each party has the right to terminate this Agreement if the other party is in material default of any obligation hereunder and such default is not cured within Seven (7) calendar days after receipt of written notice from the non-breaching party. In addition, each party has the right to terminate this Agreement on one days written notice if (a) the other party ceases doing business, (b) there is a voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law with respect to the other party, or (c) the other party becomes insolvent or makes any assignment for the benefit of creditors.

Notwithstanding anything contained in Clause 4 herein, IBA Karachi may terminate, in whole or in part, the services of [ABC COMPANY][ABC COMPANY] under this Agreement at any time upon providing thirty (30) days written notice to [ABC COMPANY][ABC COMPANY]. Such notice of termination shall specify that the extent to which performance of the [ABC COMPANY][ABC COMPANY] under this Agreement is terminated, and the date upon which such termination becomes effective. In such case, [ABC COMPANY][ABC COMPANY] shall be entitled to receive compensation for all services performed prior to the date of termination. Payment of such compensation shall be the sole and exclusive remedy of [ABC COMPANY][ABC COMPANY] for such termination of this Agreement by





IBA Karachi and [ABC COMPANY][ABC COMPANY] shall not be entitled to, and hereby waives, claims for any payment and all other damages and expenses. All provisions of this agreement relating to the protection of each party's confidential information shall survive the termination of this Agreement.

## 5. Confidentiality

The parties hereto shall keep confidential any information regarding the business and affairs of the other party which it may acquire during the term of this Agreement that is not otherwise generally available to the public, and shall not disclose such information, except in response to a demand therefore by a court, governmental agency or regulatory authority with appropriate jurisdiction, or as otherwise required by law. This section shall survive the termination of this Agreement.

Any information which is publically available or other party already knows it thorough any other source shall not constitute the confidential information.

## 6. Limited Warranty and Disclaimers of Warranty

[ABC COMPANY][ABC COMPANY] warrants that:

- a) The Work Product will be produced in accordance with the terms and conditions of this Agreement;
- b) Each of its employees assigned to perform services under this Agreement shall have the skill, training and experience necessary to perform such services in a competent manner;
- c) [ABC COMPANY][ABC COMPANY] has full authority to enter into this Agreement;
- d) All obligations, if any, owed to third parties with respect to the activities that [ABC COMPANY][ABC COMPANY] will undertake pursuant to this Agreement are or will be fully satisfied by [ABC COMPANY][ABC COMPANY] so that IBA Karachi will not have any obligations with respect thereto;
- e) [ABC COMPANY][ABC COMPANY] is the owner of, or otherwise has the right to use or distribute, all materials and methodologies that it will use in producing the Work Product, and
- f) The software and other materials that [ABC COMPANY][ABC COMPANY] will use in fulfilling its obligations under this Agreement (except for any software or other materials provided by IBA Karachi, including, without limitation, functional requirements, screen designs, logos and tag lines) do not now and will not infringe upon any copyright, patent, trade secret contract right or other third party right, all subject to the condition that any claim by IBA Karachi that [ABC COMPANY][ABC COMPANY] has breached any of these warranties must be made in writing to [ABC COMPANY][ABC COMPANY] within three (3) months after delivery of the Work Product for claims under (a) and (b) of this list and within one (1) year after delivery of the Work Product as to any claim of breach of warranty under (c) - (f) of this list and also subject to the condition that [ABC COMPANY][ABC COMPANY]'s entire responsibility and IBA Karachi's exclusive remedy for any breach of warranty under (a) through (f) of this list will be at [ABC COMPANY][ABC COMPANY]'s option to use reasonable commercial efforts to attempt to correct the breach of warranty or to refund all monies that it has received under this Agreement.

THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY [ABC COMPANY][ABC COMPANY]. [ABC COMPANY][ABC COMPANY] DOES NOT MAKE, AND IBA KARACHI HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION BETWEEN [ABC COMPANY][ABC COMPANY] AND IBA





KARACHI. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 7. Limitation of Liability

1. Except with respect to liability arising from a party's willful misconduct, negligence and carelessness neither party shall be liable to the other for indirect, incidental, consequential, special or exemplary damages (even if such party has been advised of the possibility of such damages), including, without limitation, loss of data, loss of profits, and cost of cover, arising in any way out of this agreement or from use of the work product or any accompanying documentation, however caused and on any theory of liability, and [ABC COMPANY][ABC COMPANY]'s damage liability to IBA Karachi shall not exceed the amount that IBA Karachi has paid [ABC COMPANY][ABC COMPANY] under this agreement.
2. If [ABC COMPANY][ABC COMPANY] is unable to perform the obligations of this agreement for any reason outside of its control including but not limited to wars, riots, inability to obtain required material or transportation, acts of governmental authorities, strikes, labor disturbances, acts of God, fire, floods, explosions and civil disturbances, [ABC COMPANY][ABC COMPANY] may terminate and have no liability under the terms of this agreement except return of any advance payment, minus documented expenses, and all software produced for this project.

## 8. Miscellaneous Provisions

1. This agreement shall be construed, governed, interpreted and applied in accordance with the laws of Islamic Republic of Pakistan and courts at Karachi shall have jurisdiction to adjudicate upon any dispute arising hereunder.
2. This agreement sets forth the entire agreement and understanding of the parties relating to subject matter and supersedes all prior agreements, discussions and understandings between them, whether oral or written relating to the subject matter thereof.
3. A failure of any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder. Any waiver must be in writing and signed by the party making such waiver. No waiver of any breach of the Agreement shall constitute a waiver of any other breach.
4. Any amendment to this Agreement will be carried out in the following manner:
  - i. The proposed amendment shall be conveyed by the party desiring the amendment to the second party.
  - ii. The amendment shall be discussed in a meeting of the signatories of this Agreement or their nominated/authorized representatives.
  - iii. If the parties are in agreement over the proposed amendment, they shall attest their signatures to the amendment in writing, which shall become an addendum of this Agreement as an integral part of the same.
5. If any provision of this Agreement is held invalid or unenforceable by a court or agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid.





6. All notices given under this Agreement shall be delivered in writing by certified mail (return receipt requested) or by reputable overnight courier addressed to the other party at the address set forth on Page 3 hereof or such other address as a party may designate in writing to the other party hereto. All notices will be deemed given or delivered when actually received.
7. The vendor is responsible to document each & every change in the system.
8. They are also responsible to tune our slow result queries.
- 8.9. \_\_\_\_\_ Company will also responsible to update the latest version of PeopleSoft on production environment as well as Stage environment.
- 9.10. \_\_\_\_\_

Accepted and agreed.

[ABC COMPANY][ABC COMPANY]

IBA KARACHI .

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

