

**Bidding Document  
for**

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**Disaster Recovery Site (Co-location),  
IT & Allied Equipment  
(Information System, IT & Allied Equipment)  
(Single Stage Two Envelope 36(b) Bidding Procedure)**

**for**  
**NATIONAL INFORMATION &  
MEDIA ARCHIVAL REPOSITORY  
(NIMAR)**



**Centre of Digital Communication  
Ministry of Information & Broadcasting  
Government of Pakistan**

**December, 2024**

## **PART-A - BIDDING PROCEDURE & REQUIREMENTS**

### **Section I - Invitation to Bids**

### **Section II- Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract. *This Section contains provisions those are to be used without modification(s).*

### **Section III- Bid Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

### **Section IV - Eligible Countries**

This Section contains information regarding eligible countries.

### **Section V - Technical Specifications, Schedule of Requirements**

This Section includes the details of specifications for the goods and ancillary services to be procured and schedule of requirements.

### **Section VI - Standard Forms**

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of - Bid.

## PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions those are to be used without modifications.*

### Section VIII - Special Conditions of Contract (SCC)

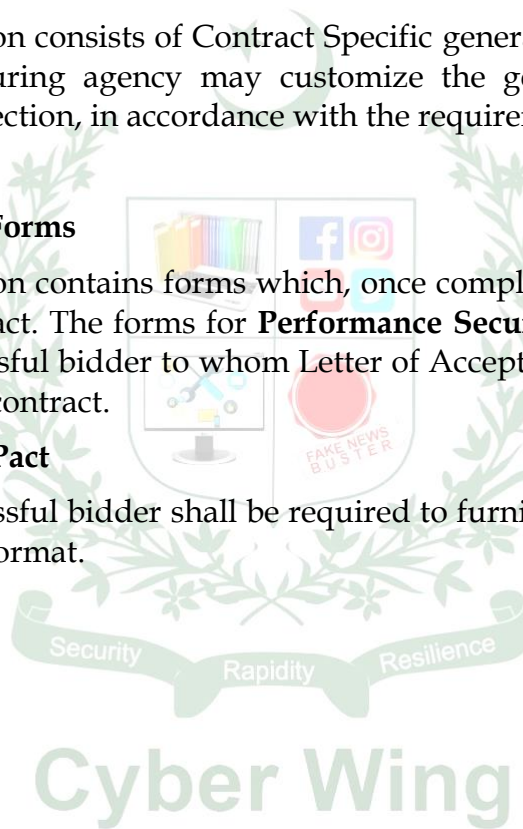
This Section consists of Contract Specific general and special conditions. The procuring agency may customize the general conditions of the contract section, in accordance with the requirements.

### Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

#### Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.





**PART-A**  
**BIDDING PROCEDURE & REQUIREMENTS**  
**SECTION I: INVITATION TO BIDS**

Security Rapidly Resilience

**Cyber Wing**



GOVERNMENT OF PAKISTAN  
MINISTRY OF INFORMATION AND BROADCASTING  
CENTRE FOR DIGITAL COMMUNICATION  
(NIMAR)

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## ADVERTISEMENT

### INVITATION TO BIDS

Centre of Digital Communication (CDC), Ministry of Information and Broadcasting, Islamabad invites sealed bids from well reputed firms (OEM/Authorized Distributors) for the Disaster Recovery Site (Co-location), IT & Allied Equipment for its PSDP 2022-25 project titled 'National Information & Media Archival Repository (NIMAR)'. The proposal shall be submitted in line with the instructions laid down in the Bidding Document.

- Bidding Document is downloadable from [www.moib.gov.pk/nimar](http://www.moib.gov.pk/nimar) or may be collected from the project office during office hours. Bidding document fee is PKR 20,000/- (nonrefundable).
- Method of procurement shall be as per the **PPRA's Single Stage Two Envelope 36 (b) Procedure**. Bidders shall submit the Bids along with the mandatory bid security, prepared in accordance with the instructions provided in the bidding document at the Project Office till **31<sup>st</sup> Dec, 2024 by 1000 Hrs.** The said proposal/bid will be opened on the same day at 11:00 Hrs. in the presence of bidders or their representatives.
- This notice is also available on [www.ppra.org.pk](http://www.ppra.org.pk) and [www.moib.gov.pk](http://www.moib.gov.pk).

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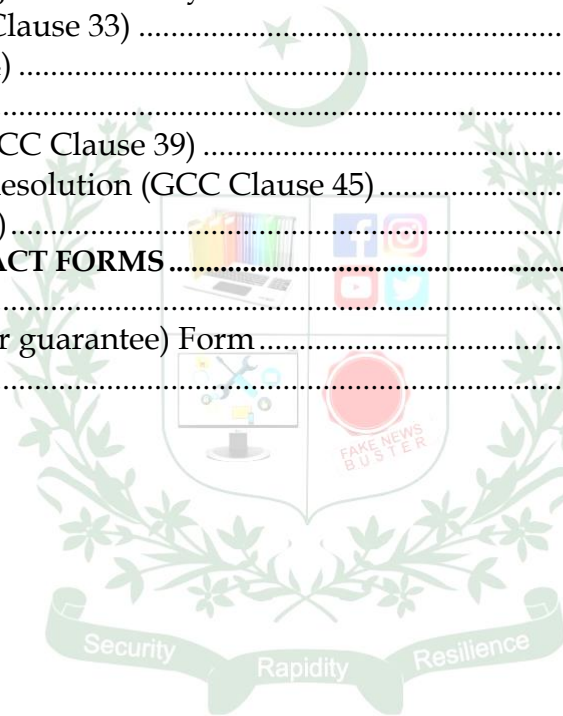
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## SECTION II: INSTRUCTION TO BIDDERS (ITBs)





## A. INTRODUCTION

<b>1. Scope of Bid</b>	1.1	The Procuring Agency (PA), as indicated in the <b>Bid Data Sheet (BDS)</b> , invites Bids for the Supply and Installation of the <i>Disaster Recovery Site (Co-location), IT &amp; Allied Equipment</i> as specified in the BDS and <b>Section V - Technical Specifications &amp; Schedule of Requirements</b> . The successful Bidders will be expected to supply and install the equipment & information systems within the specified period and timeline(s) as stated in the <b>BDS</b> .
	1.2	Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).
<b>2. Source of Funds</b>	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
<b>3. Eligible Bidders</b>	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any



		provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6 .	Foreign Bidders be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"><li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the information systems to be procured under this Invitation for Bids.</li><li>b) have controlling shareholders in common; or</li><li>c) receive or have received any direct or indirect subsidy from any of them; or</li><li>d) have the same legal representative for purposes of this Bid; or</li><li>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</li><li>f) Submit more than one Bid in this Bidding process.</li></ul>
	3.8	<p>A Bidder may be ineligible if -</p> <ul style="list-style-type: none"><li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li><li>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li><li>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may</li></ul>



		<p>result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
<b>4. Eligible Information Systems</b>	4.1	<p>For the purposes of these Bidding Documents, the Information System means all:</p> <p>a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called “the Goods” in some clauses of the ITB); and</p> <p>b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.</p>
	4.2	All Information System made up of goods and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract



		will be limited to the supply and installation information systems. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.3	For purposes of this Clause, “origin” means the place where the goods and services making Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially different in basic characteristic or in purpose or utility from its component.
	4.4	The nationality of the supplier that supplies and install the Information System shall not determine the origin of the goods.
	4.5	To establish the eligibility of the Goods and Services making Information System, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
	4.6	If so required in the <b>BDS</b> , the Bidder shall demonstrate that it has been duly authorized for the supply and installation of Information System in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Information System indicated in its Bid.
<b>5. One Bid per Bidder</b>	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
<b>6. Cost of Bidding</b>	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



## B. BIDDING DOCUMENTS

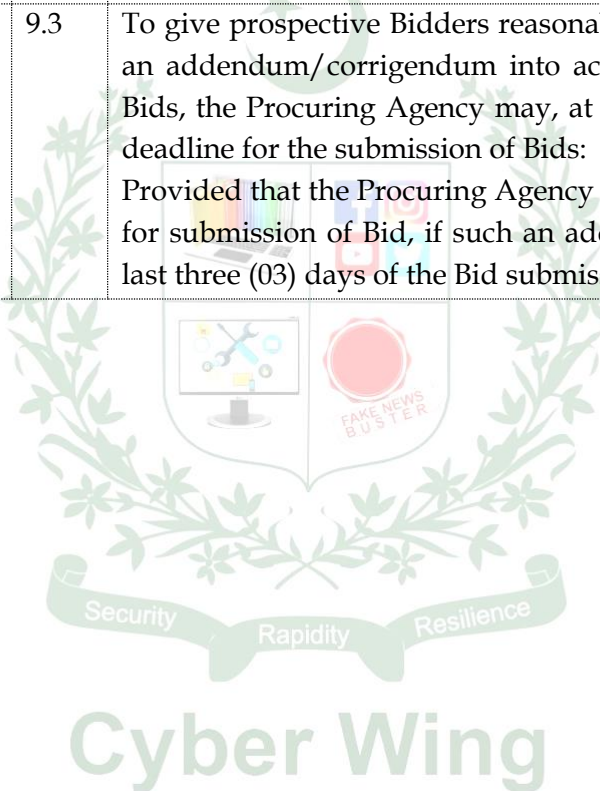
<p><b>7. Contents of Bidding Documents</b></p>	<p>7.1</p>	<p>The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p><b>Section I</b> -Invitation to Bids  <b>Section II</b> Instructions to Bidders (ITBs)  <b>Section III</b> Bid Data Sheet (BDS)  <b>Section IV</b> Eligible Countries  <b>Section V</b> Schedule &amp; BOQ of Requirements  <b>Section VI</b> Technical Requirements/Specifications  <b>Section VII</b> Standard Forms  <b>Section VIII</b> General Conditions of Contract (GCC)  <b>Section IX</b> Special Conditions of Contract (SCC)  <b>Section X</b> Contract Forms</p>
	<p>7.2</p>	<p>The number of copies to be completed and returned with the Bid is specified in the <b>BDS</b>.</p>
	<p>7.4</p>	<p>The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version downloaded from the website of the Procuring Agency.</p>
	<p>7.5</p>	<p>The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.</p>
<p><b>8. Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit</b></p>	<p>8.1</p>	<p>A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the <b>BDS</b>.</p>
	<p>8.2</p>	<p>The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in <b>ITB 23.1</b>. However, this clause shall not apply in case of alternate methods of Procurement.</p>
	<p>8.3</p>	<p>Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.</p>



		In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under <b>ITB 9</b> .
	8.5	If indicated <b>in the BDS</b> , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned <b>in the BDS</b> . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to <b>ITB 9</b> . Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
	8.7	The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
	8.8	The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification
	8.9	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
<b>9. Amendment of Bidding Documents</b>	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-bid meeting may modify the Bidding Documents by issuing addenda.



	9.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITB 7.1</b> and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</p>
	9.3	<p>To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>







## C. PREPARATION OF BIDS

<p><b>10. Language of Bid</b></p>	<p>10.1</p>	<p>The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the <b>BDS</b>. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the <b>BDS</b>, in which case, for purposes of interpretation of the Bidder, the translation shall govern.</p>
<p><b>11. Documents Constituting the Bid</b></p>	<p>11.1</p>	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"><li>a) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15;</b></li><li>b) Details of the Sample(s) where applicable and requested in the <b>BDS</b>.</li><li>c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li><li>d) Documentary evidence established in accordance with <b>ITB 13.3(a)</b> that the Bidder has been authorized by the manufacturer to deliver the goods and services making Information System into Pakistan, where required and where the supplier is not the manufacturer of those goods and service making Information System;</li><li>e) Documentary evidence established in accordance with <b>ITB 12</b> that the goods and services making Information System to be supplied by the Bidder are eligible, and conform to the Bidding Documents;</li><li>f) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18;</b></li><li>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li><li>h) Any other document required in the <b>BDS</b>.</li></ul>

<b>12. Documents Establishing Eligibility of the Information System and Conformity to Bidding Documents</b>	12.1	Pursuant to <b>ITB 11</b> , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and services making information system which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the Information System shall consist of a statement in the Price Schedule of the country of origin of the goods and services making Information System offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	<p>The documentary evidence of conformity of the goods and services making Information Systems to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>a) a detailed description of the essential technical specifications and performance characteristics of the Goods;</li> <li>b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</li> </ul>
	12.4	For purposes of the commentary to be furnished pursuant to <b>ITB 12.3(c)</b> above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
<b>13. Documents Establishing Eligibility and</b>	13.1	Pursuant to <b>ITB 11</b> , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.



<i>Qualification of the Bidder</i>		
	13.2	The documentary evidence of the Bidder’s eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as “Eligible Countries”.
	13.3	<p>The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:</p> <ul style="list-style-type: none"> <li>a) in the case of a Bidder offering to supply and install Information System under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply and install the information system in Pakistan;</li> <li>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</li> <li>c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</li> <li>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>
	13.4	<p>The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:</p> <ul style="list-style-type: none"> <li>a) the Bidder’s technical bid, i.e., a detailed description of the Bidder’s proposed technical solution conforming in all material aspects with the Technical Requirements and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;</li> <li>b) an item-by-item commentary on the Procuring Agency’s Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical</li> </ul>



		<p>specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;</p> <p>c) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Agency and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</p> <p>d) a written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the Bidding Documents.</p>
<b>14. Form of Bid</b>	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form be completed without any alterations to its format and no substitute shall be accepted.
<b>15. Bid Prices</b>	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Schedule of requirement or any other item mentioned in the Technical Specifications or required for the solution be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ol style="list-style-type: none"> <li>a) where there is only one (substantially) responsive bidder, or</li> <li>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</li> </ol>

		the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad):</p> <p>i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>A. on the components and raw material used in the manufacturing or assembly of goods quoted ex-works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>BDS</b>.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the <b>BDS</b>.</p> <p>b) For goods offered from abroad:</p> <p>i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the <b>BDS</b>. In quoting the price, the Bidder shall be free to use transportation through carriers</p>



		<p>registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>BDS</b>.</p> <p style="text-align: center;">or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the <b>BDS</b>.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the <b>BDS</b>.</p> <p>v) the price of (incidental) services, if any, listed in the <b>BDS</b>.</p>
	15.7	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p>a) <b>For Goods: -</b></p> <p>i) The price of the Goods quoted as per applicable INCOTERMS as specified in the <b>BDS</b></p> <p>ii) All customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) <b>For Related Services</b></p> <p>iii) The price of the related services, and</p> <p>iv) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	15.8	<p>Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be</p>



		treated as non-responsive and shall be rejected, pursuant to <b>ITB 29</b> .
	15.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
<b>16. Bid Currencies</b>	16.1	Prices shall be quoted in the following currencies:  a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the <b>BDS</b> .  b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in Pakistani Rupees after conversion.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	The Currency of the Contract shall be Pakistani Rupee unless otherwise stated in the <b>BDS</b> .
<b>17. Bid Validity Period</b>	17.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under <b>ITB 18</b> shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the



		request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with <b>ITB 18</b> in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
<b>18. Bid Security or Bid Securing Declaration</b>	18.1	Pursuant to <b>ITB 11</b> , unless otherwise specified in the <b>BDS</b> , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB 18.9</b> .
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following: <ul style="list-style-type: none"> <li>a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form include the complete name of the Bidder;</li> <li>b) A cashier's or certified cheque; or</li> <li>c) Another security if indicated in the <b>BDS</b></li> </ul>
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Forms)</b> or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITB 18.9</b> are invoked.





	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITB 29</b> .
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to <b>ITB 17</b>. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the Bid Security;</p> <p>(b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</p> <p>(c) the rejection by the Procuring Agency of all Bids;</p> <p>(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.</p>
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB 42</b> , or furnishing the performance guarantee, pursuant to <b>ITB 43</b> .
	18.9	<p>The Bid Security may be forfeited, or the Bid Securing Declaration executed:</p> <p>a) if a Bidder:</p> <p>i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 17.2</b>; or</p> <p>ii) does not accept the correction of errors pursuant to <b>ITB 31.2</b>; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <p>i) to sign the contract in accordance with <b>ITB 42</b>; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with <b>ITB 43</b>.</p>
<b>19. Alternative Bids by Bidders</b>	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless



		specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail.
	19.2	When alternative schedule for supply and installation of Information System is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for Information System.
	19.3	If so allowed in the <b>BDS</b> , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
<b>20. Withdrawal, Substitution, and Modification of Bids</b>	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with <b>ITB 20.1</b> shall be returned unopened to the Bidders.
<b>21. Format and Signing of Bid</b>	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the <b>BDS</b> , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

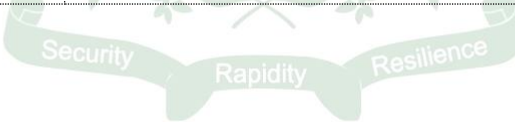


## D. SUBMISSION OF BIDS

<p><b>22. Sealing and Marking of Bids</b></p>	<p>22.1</p>	<p><b>PPRA's Single Stage Two Envelope 36 (b) Procedure should be followed under the PPRA Rules 2004 and its corresponding Regulations</b></p> <p>The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.</p>
	<p>22.2</p>	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>a) be addressed to the Procuring Agency at the address provided in the Bidding Data;</li> <li>b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to <b>ITB 23.1</b>.</li> <li>c) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24</li> </ul>
	<p>22.3</p>	<p>If all envelopes are not sealed and marked as required by <b>ITB 22.2, ITB 22.3</b> and <b>ITB 22.4</b> or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.</p>
<p><b>23. Deadline for Submission of Bids</b></p>	<p>23.1</p>	<p>Bids shall be received by the Procuring Agency no later than the date and time specified in the <b>BDS</b>.</p>
	<p>23.2</p>	<p>The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with <b>ITB 9</b>, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.</p>
<p><b>24. Late Bids</b></p>	<p>24.1</p>	<p>The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 23</b>.</p>
	<p>24.2</p>	<p>Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.</p>
<p><b>25. Withdrawal, Substitution, and Modification of Bids</b></p>	<p>25.1</p>	<p>A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring</p>



		Agency prior to the deadline prescribed for bid submission. All notices be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
	25.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.



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## E. OPENING AND EVALUATION OF BIDS

<b>26. Opening of Bids</b>	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b> . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.6	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.7	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.



	26.8	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.9	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to <b>ITB 24</b> .
	26.10	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.11	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.13	In case of Two Stage Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only under the PPRA Rules 2004 and its corresponding Regulations. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances under the PPRA Rules 2004 and its corresponding Regulations
<b>27. Confidentiality</b>	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding <b>ITB 27.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the



		Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
<b>28. Clarification of Bids</b>	28.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with <b>ITB 31</b> .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents.</li> <li>f) change in the ranking of the bidder</li> </ul>
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
<b>29. Preliminary Examination of Bids</b>	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the Bidding Documents.</li> </ul> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>



	29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ol style="list-style-type: none"><li>affects in any substantial way the scope, quality, or performance of the Services;</li><li>limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or</li><li>if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</li></ol>
	29.3	<p>The Procuring Agency will confirm that the documents and information specified under <b>ITB 11, 12 and 13</b> have been provided in the Bid. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.</p>
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i><b>Explanation:</b> A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ol style="list-style-type: none"><li><i>Submit the number of copies of signed bids required by the invitation;</i></li><li><i>Furnish required information concerning the number of its employees;</i></li><li><i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and</i></li></ol>





		<i>submits evidence of such authorization and the bid carries such a signature.</i>
	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
<b>30. Examination of Terms and Conditions; Technical Evaluation</b>	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22, to confirm that all requirements specified in <b>Section V - Schedule of Requirements, Technical Specifications</b> of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with <b>ITB 29</b> , it shall reject the Bid.
<b>31. Correction of Errors</b>	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in</li> </ul>



		<p>which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p>
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed in accordance with <b>ITB 18.9</b> .
<b>32. Conversion to Single Currency</b>	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of ) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>BDS</b> .
<b>33. Evaluation of Bids</b>	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	The Procuring Agency's evaluation of a Bid will take into account:



		<p>a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</p>
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
	33.4	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the <b>BDS</b>, and quantified in ITB 32.5:</p> <p>a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination.</p> <p>b) delivery schedule offered in the Bid;</p> <p>c) deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>d) the cost of components, mandatory spare parts, and service;</p> <p>e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid;</p> <p>f) the projected operating and maintenance costs during the life of the equipment;</p> <p>g) the performance and productivity of the equipment offered; and/or</p> <p>h) other specific criteria indicated in the <b>TBS</b> and/or in the Technical Specifications.</p>
	33.5	<p>For factors retained in <b>BDS</b>, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the <b>BDS</b>:</p> <p>(a) <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i></p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of</p>

entry/border point to Project Site named in the **BDS** will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.

(b) *Delivery schedule.*

i) The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

Or

ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **BDS**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC**. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

Or

ii) The **SCC** stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the **BDS**.

(d) *Cost of spare parts*

i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **BDS**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

Or

ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare

parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

Or

- iii) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the **BDS**, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.

*(e) Spare parts and after sales service facilities in Pakistan*

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.

*(f) Operating and maintenance costs*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **BDS** or in the Technical Specifications.

*(g) Performance and productivity of the equipment.*

- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **BDS** will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **BDS** or in the Technical Specifications.

Or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the



		<p>Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the <b>BDS</b> or in the Technical Specifications.</p> <p>(h) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the <b>BDS</b> and/or the Technical Specifications.</p>
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the <b>BDS</b> .
<b>34. Domestic Preference</b>	34.1	If the <b>BDS</b> so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>35. Determination of Most Advantageous Bid</b>	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	<p>The Procuring Agency may adopt the Quality &amp; Cost Based Selection Technique due to the following two reasons:</p> <p>i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities;</p> <p style="text-align: center;">OR</p> <p>ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters <b>specified in Evaluation Criteria</b> to be evaluated while determining the quality of the goods:</p> <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>

**36. Abnormally Low Financial Proposal**

36.1

Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

(a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;

(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;

(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;

(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and

(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.

Guidance for Procuring Agency:

In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
- (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.





	36.2	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.3	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.4	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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## F. AWARD OF CONTRACT

<p><b>37. Criteria of Award</b></p>	<p>37.1</p>	<p>Subject to <b>ITB 36 and 38</b>, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITB 3;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
<p><b>38. Negotiations</b></p>	<p>38.1</p>	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical details of the statement of requirements;</li> <li>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</li> <li>(c) a minor amendment to the special conditions of Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) delivery arrangements;</li> <li>(f) the methodology for provision of related services; or</li> <li>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	<p>38.2</p>	<p>Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.</p>
<p><b>39. Procuring Agency's Right to to reject All Bids</b></p>	<p>39.1</p>	<p>Notwithstanding <b>ITB 37</b>, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.</p>
	<p>39.2</p>	<p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p>



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	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
<b>40. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
<b>41. Notification of Award</b>	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2</b> .
	41.4	Upon the successful Bidder's furnishing of the performance security guarantee pursuant to <b>ITB 43</b> , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 18.7</b> .
<b>42. Signing of Contract</b>	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and <b>after fulfillment of all conditions precedent</b> of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.



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	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security Guarantee is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>(a) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in <b>ITB 44.2</b> .
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and



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		include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.





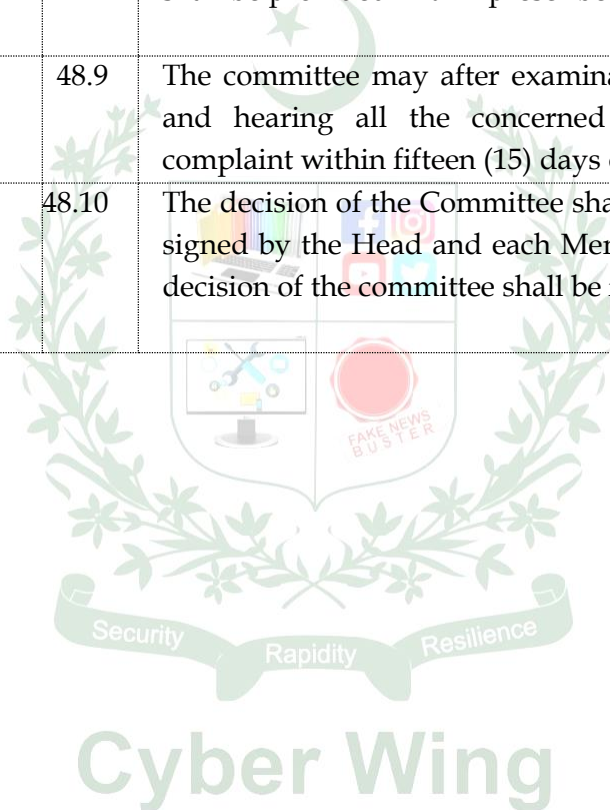
## F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:  Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelopes bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.



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	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.





## G. MECHANISM OF BLACKLISTING

<b>49. Mechanism of Blacklisting</b>	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: <ul style="list-style-type: none"><li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li><li>ii. Fails to perform his contractual obligations; and</li><li>iii. Fails to abide by the id securing declaration;</li></ul>
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter based on available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter based on the available record and personal hearing of the bidder or contractor, if availed





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49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.



## SECTION III: BID DATA SHEET





## Bid Data Sheet (BDS)

The following specific data for this IT & Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.	1.1	Name of Procuring Agency: <i>Centre of Digital Communication</i> . The Description (as specified in IFB) of the System is: <b><i>Disaster Recovery Site (Co-location), IT &amp; Allied Equipment</i></b> <b><u>Locations:</u></b> (a) Centre of Digital Communication, Ministry of Information & Broadcasting, 4 <sup>th</sup> Floor, Cabinet Block, Islamabad (b) PBC Headquarters, Constitution Avenue, Islamabad (c) DR Co-location, Lahore Period for delivery: <i>FY 2024-25</i> Commencement date for delivery: <i>Immediately</i>
2.	2.1 & 2.2	Financial years for the operations of the Procuring Agency: <i>FY 2022-23 till 2024-25</i> Name of Project: <i>National Information &amp; Media Archival Repository (NIMAR)</i> Name of financing institution: <i>Centre of Digital Communication, Ministry of Information and Broadcasting</i>
3.	3.1	Joint Venture "is" applicable ["YES"] Maximum number of members in the joint venture, consortium or association shall be: [02].
4.	4.6	Demonstration of Project Specific authorization by manufacturer: <i>Required</i>

## B. Bidding Documents

5.	7.2	The number of documents to be completed and returned is [01] original and [01] copies. A printable and searchable copy in a USB flash drive of technical proposal.
6.	8.1	The email address for clarification of Bidding Documents or for any query is <a href="mailto:pd.nimar@moib.gov.pk">pd.nimar@moib.gov.pk</a>



		<p><b>or</b>  <b>Contact: 051-9103585</b>  <b>Address: Centre of Digital Communication, M/o;I&amp;B, 4<sup>th</sup> Floor, Cabinet Block, Islamabad,</b>  Responses / Clarifications will be available on M/o; I&amp;B's website i.e. <a href="http://www.moib.gov.pk/nimar">www.moib.gov.pk/nimar</a></p>
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### C. Preparation of Bids

7.	10.1	The Language of all correspondences and documents related to the Bid is: <i>English</i>
8.	11.1 (h)	<p>In addition to the documents stated in <b>ITB 11</b>, the following documents be included with the Bid:</p> <ol style="list-style-type: none"> <li>1. Financial Statement for at least 03 Years</li> <li>2. Authorized Bidder shall submit OEM Authorized Partner Certificate for proposed OEM product for this Project</li> <li>3. The Bidder is required to include with its Bid, documentation from the manufacturer of the Information System / Product, that it has been duly authorized to deliver, in Pakistan, the Information System / Product indicated in its Bid.</li> <li>4. HR/Staff strength details along with the relevant certifications.</li> <li>5. Gartner Rating, in case if Gartner rating is not available or applicable for the proposed product/OEM then Forrester Rating or equivalent be provided</li> </ol>
9.	12.3 (c)	<p>Other procurement specific documentation requirements are:</p> <ol style="list-style-type: none"> <li>1. Customer satisfaction certificate along with their Contact Information</li> </ol>
10.	12.4	Spare parts should be maintained by Bidder/Supplier for at least <b>03</b> years from the acceptance of the products/ solution.
11.	13.3 (b)	<p>The qualification criteria required from Bidders in <b>ITB 13.3(b)</b> is modified as follows:</p> <ol style="list-style-type: none"> <li>1. The Bidders shall have experience of at least 05 years in provision/deployment of similar kind of solutions/products in Pakistan</li> <li>2. The proposed OEM or its official distributor shall have its office in Pakistan</li> </ol>



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3.	<b>15.6 (a) (iii), (iv) (optional)</b>	For goods making information Systems manufactured from within Pakistan the DDP price quoted shall be in Pakistani Rupee.
4.	<b>15.6 (a) (i) &amp; 15.6 (b) (i)  (ii), (iii) (optional) (iv), (v) (optional)</b>	For goods offered from abroad the DDP price quoted shall be <i>in PKR after conversion.</i>  Prices should include all applicable taxes and freight charges till the Project execution / deployment site as mentioned by the PA.
5.	<b>15.8</b>	The prices shall be fixed.
6.	<b>16.1 (a)</b>	a) For IT & Information System originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ;  b) For IT & Information System originating outside Pakistan, the Bidder shall express its Bid in any convertible currency.
7.	<b>16.2</b>	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents.  The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
8.	<b>17.1</b>	The Bid Validity period shall be <b><i>90 days or Extendable.</i></b>  <b><i>Turn key solution will be preferred but still bids will be accepted at least for 01 complete LOT.</i></b>
9.	<b>18.1</b>	The amount of Bid Security shall be 3% against each LOT.  The currency of the Bid Security shall be: <i>Pakistani Rupee</i>  Bid Securing Declaration is <b><i>NOT</i></b> applicable
10.	<b>18.3</b>	The Bid Security shall be in the form of <b><i>Bank Guarantee or Bank Draft in the favor of DDO, Ministry of Information &amp; Broadcasting</i></b>
11.	<b>19.1</b>	Alternative Bids to the requirements of the Bidding Documents <i>will not</i> be permitted.



12.	21.1	The number of copies (excluding original) of the Bid to be completed and returned shall be <b>[01]</b> . Softcopy of Technical Solution (either on USB) should be enclosed as well.
13.	21.2	Written confirmation of authorization are: <ol style="list-style-type: none"><li>1. Authority Letter from the Bidder on Organization's Official Letter Head verified by or submitted by CEO.</li><li>2. Name, CNIC, Address of authorized personal be mentioned</li></ol>

#### D. Submission of Bids

14.	22.2 (a)	Bid shall be submitted to <b>Project Director (NIMAR)</b> Centre of Digital Communication, Ministry of Information and Broadcasting, Room 4055, 4 <sup>th</sup> Floor, Cabinet Secretariat, Islamabad
15.	22.2 (b)	Title of the subject Procurement or Project name: <b>Disaster Recovery Site (Co-location), IT &amp; Allied Equipment, National Information &amp; Media Archival Repository (NIMAR)</b>
16.	23.1	The deadline for Bid submission is <ol style="list-style-type: none"><li>a) Day: <i>Tuesday</i></li><li>b) Date: <i>December 31, 2024</i></li><li>c) Time: <i>1000 Hrs</i></li></ol>

#### E. Opening and Evaluation of Bids

17.	26.1	The Bid opening shall take place at: <b>Board Room, Centre of Digital Communication, 4<sup>th</sup> Floor, Cabinet Secretariat, Islamabad</b> <b>On Tuesday, December 31, 2024 at 1100 Hrs</b>
18.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>Pakistani Rupee</b>



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		<p>The source of exchange rate shall be: <i>State Bank of Pakistan</i></p> <p>The date of exchange rate shall be: <i>Last Date of Financial Bid Submission provided by PA</i></p>
19.	33.5 (a)	<p>Inland transportation from EXW/port of entry/border point to Project Site, Islamabad and insurance and incidentals.</p> <p>Bidder shall furnish:</p> <ul style="list-style-type: none"> <li>• estimated dimensions and shipping weight of each package.</li> <li>• approximate EXW/ Applicable INCOTERM value of each package.</li> </ul>
20.	33.5 (b)	<p>Delivery schedule: <i>Please see Section V: Schedule &amp; BOQs of Requirements</i></p> <p>Adjustment shall be expressed as <b>0.15%</b></p>
21.	33.5 (c) (ii)	<p>Deviation in payment schedule <i>is possible</i>.</p> <p>Annual interest rate will be 2%</p>
22.	33.5 (d)	<p>Cost of spare parts.</p> <p><i>Bidder shall mention all critical IT/Network/Power equipment, components of proposed solution and quantities along with cost.</i></p> <p><i>Minimum retention period for the spare parts is three years from the date of acceptability.</i></p>
23.	33.5(e)	<p>Spare parts and after sales service facilities in Pakistan.</p> <p><i>Available 8 hours a day, 5 days a week.</i></p> <p><i>The replacement part (s) be sent out within the next business day (NBD) after the equipment manufacturer or Procurement Agency has determined that a part is required for replacement.</i></p>
24.	33.5 (f)	<p><b>Operating and maintenance costs.</b></p> <p>Factors for calculation of the whole life cost:</p> <p>i) Number of years for whole life cycle: <b>10 Years</b></p> <p>ii) Operating costs: <i>Please clearly mention operating cost i.e licenses, service, unit cost, and total operational requirements</i></p>



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		<p>iii) Maintenance costs: <i>Please clearly mention maintenance cost e.g., spare parts – without duplication of above 32.5 (d) or any other requirements</i> and</p> <p>iv) Rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.</p>
25.	33.5 (g)	<p>Performance and productivity of Information System.</p> <p><i>Performance and Productivity will be measured as per standards and the adjustment factor will be calculated as 5% of the cost of that item/solution in the currency used for Bid evaluation, as applicable, as required</i></p>
26.	33.6	<p>In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is <b>Quality and Cost Based Selection (QCBS)</b></p>
27.	34.1	<p>Domestic preference to apply conditional to the compliance of all applicable/required standards.</p> <p>Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.</p>
28.	35	<p><b>Evaluation Technique</b></p> <p><b>Quality and Cost Based Selection (QCBS)</b></p> <p>The solution will be evaluated on the basis of QCBS technique. In such combination, there shall be some specific weightage of both the technical features (such as prescribed in ITB 35.2) and financial aspects of the proposal.</p> <p>The financial marks shall be awarded on the basis of inverse proportion calculations. The highest ranked bid shall be declared, on the basis of combined evaluation.</p> <p><i>Weightage for Technical Proposal/Solution shall be 60 percent.</i></p> <p><i>Weightage for Financial Proposal shall be 40 percent.</i></p>



		<p>The Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, may requires the following parameters to be evaluated while determining the quality of the goods:</p> <ul style="list-style-type: none"> <li>(a) Manufacturer Authorization Certificate</li> <li>(b) Employees Certified on Proposed Solution/Product</li> <li>(c) Additional Functionalities (or priority requirements);</li> <li>(d) Longer Warranty period, after sale service, and/or post installation/commissioning support;</li> <li>(e) Training, Support Strategy, Response time, Onsite Maintenance</li> <li>(f) The availability in Islamabad, Pakistan of spare parts and after-sales services for the equipment offered in the bid;</li> <li>(g) Product Roadmap</li> </ul> <p>Evaluation Criteria: <b>Annex - E</b></p>
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### F. Award of Contract

29.	40.1	Percentage for quantity increase or decrease is <b>15%</b> .
30.	43.1	The Performance Guarantee shall be 05% of the Bid Amount
31.	43.2	The Performance Guarantee shall be in the form of Pay Order or Bank Draft or Bank Guarantee in favor of DDO, Ministry of Information and Broadcasting
32.	44.1	The Advance Payment, if essential, shall be limited to 15% against the Bank Guarantee
33.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

### G. Review of Procurement Decisions

34.	47.1	<p>The address of the Procuring Agency <i>Centre of Digital Communication, Ministry of Information &amp; Broadcasting, 4<sup>th</sup> Floor, Cabinet Secretariat, Islamabad</i></p> <p>Joint Secretary (Chair, GRC) <i>Ministry of Information &amp; Broadcasting,</i></p>
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		<i>4<sup>th</sup> Floor, Cabinet Secretariat, Islamabad</i>
	<b>48.6</b>	The Address of PPRA to submit a <b>copy</b> of grievance:  Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254





## Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

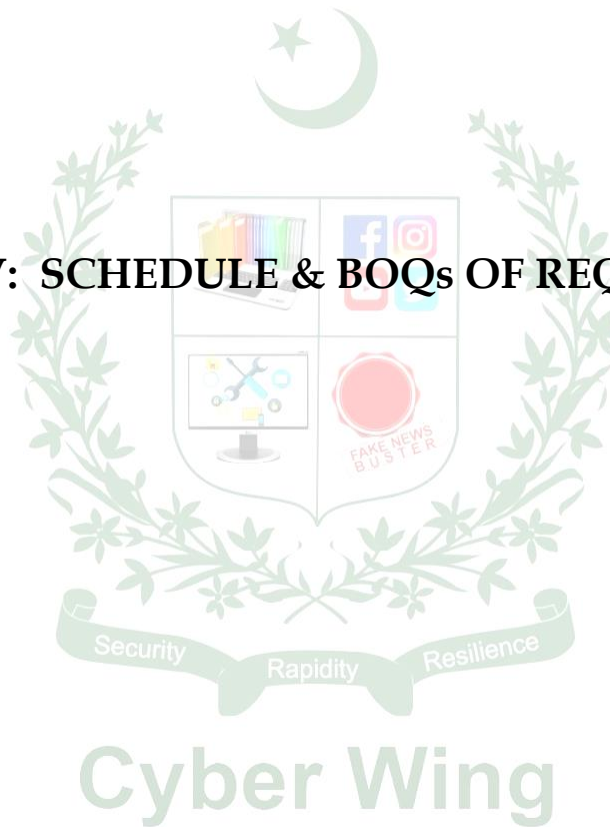
Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL). information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>





## SECTION V: SCHEDULE & BOQs OF REQUIREMENTS



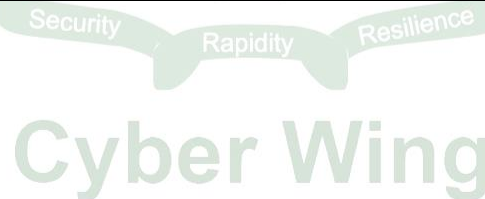


## Schedule & BOQs of Requirements

The delivery & deployment schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery EXW at Project Sites. It will be started after the issuance of Purchase Order.

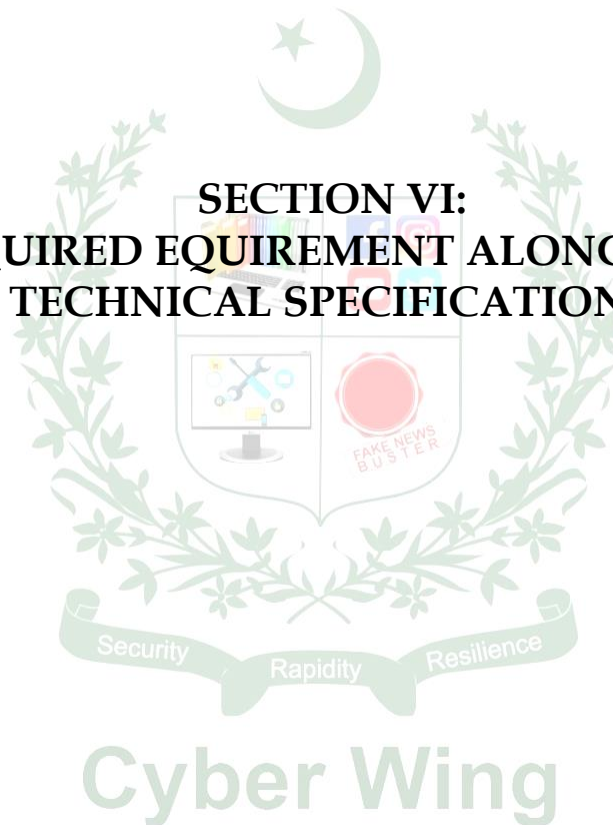
Centre of Digital Communication has considered the additional time as well, that will be needed for international or national transit to the conveyed Project Site.

<b>Sr. No.</b>	<b>LOT Number</b> <i>(Technical requirement / specification mentioned in Section-VI)</i>	<b>Brief Description</b> <i>(Detailed requirements/specifications are mentioned in Section VI)</i>	<b>Quantity</b>	<b>Delivery schedule (shipment) in weeks</b>
1.	LOT-I	Co-location for DR Site	01 Solution	10 Weeks
2.	LOT-II	Data Racks , Storage & Compute for DR Site	01 Solution	18 Weeks
3.	LOT-III	Network Equipment	01 Solution	10 Weeks
4.	LOT-IV	Cyber Security	01 Solution	08 Weeks
5.	LOT-V	Allied Equipment	01 Solution	08 Weeks





**SECTION VI:  
REQUIRED EQUIPMENT ALONGWITH  
TECHNICAL SPECIFICATIONS**





## Technical Requirement/Specifications

*\*Bidders will be encouraged to submit best or preferably optimized turn key solution.*

*\* Bids will be accepted at least for 01 complete LOT.*

<b>A. Background</b>	
01.	<b>The Procuring Agency.</b>  i.
02.	<b>Business Objectives of the Procuring Agency</b>  Aim of this project is to provide a centralized digital archiving and retrieving platform for Historical, Classical and Current Data of Ministry of Information and Broadcasting and all of its organizations. NIMAR is envisaged to provide fully integrated centralized infrastructure for data archival & swift retrieval management interface of unstructured data stored using object-based storage.  This project will be enriched with archival content as well as daily producing info-data / media-data of all organizations of Ministry of Information and Broadcasting. It will empower this Ministry with a Centralized, Quick and Secure access of information and data whenever and to whomever (Officially permitted to do so) is required, with proper access mechanism.  Huge reduction of National exchequer financial expenditures due to consolidation instead of separate silos of IT components for departments of this ministry.
<b>B. Business Functions and Performance Requirement</b>	
1.	<b>Business Requirements to Be Met by the NIMAR</b>  In accordance with the guidelines/strategy set-forth in the 11th Five Year Plan for Mass, Media, Culture & Heritage, the objectives of the aforementioned Project are; <ul style="list-style-type: none"><li>• Use of Artificial Intelligence (AI) platform to enable the allied Departments for automation of their media asset for further tracking, accuracy improvement and</li></ul>

	<p>human efforts reduction for rapid response on various adverse/controversial news items.</p> <ul style="list-style-type: none"> <li>To ensure high availability of this data for adoptability and applicability of state compliance for data archival and retention</li> </ul>
2.	<p><b>Functional Performance Requirements of NIMAR</b></p> <ol style="list-style-type: none"> <li><i>Refer to the Technical Specifications and requirements</i></li> <li><i>Additionally, the proposed solution be designed keeping in view its integration with Primary site.</i></li> </ol>
<p><b>C. Technical Specification</b></p>	
1.	<p><b>General Technical Requirements</b></p> <ol style="list-style-type: none"> <li><b>Language Support:</b> All information technologies provide support for the English and other languages if specified. Specifically, all display technologies and software support the latest ISO character set and perform sorting according to ISO-8601.</li> <li><b>Dates:</b> <i>All information technologies equipment properly mentioned with Manufacturing, End of Support, and End of Life Dates.</i></li> <li><b>Electrical Power:</b> All electronic equipment that emits electromagnetic energy be certified as meeting <b>IEC 62040-2 or EN 55022 and EN 50082-1 for DCF, FCC/EN/IEC/GB/UL/CSA/CISPR/ETSI for Infrastructure equipment</b> or equivalent, emission standards <i>All active equipment include power plugs standards of Pakistan.</i></li> </ol>





Sr. No.	Solution/ Equipment	Qty	Specifications
2.1	<p>Co-location / Hosting required for 03 Racks (including all required accessories &amp; allied equipment)</p> <p>Detailed Specs are in the next column but equivalent solution or higher will be acceptable</p>	01 Sol	<p>1. Requisition of Tier-III environment/Data Center as Co-location for hosting 03 racks as DR Site in Lahore</p> <p>2. It may cover all electrical and communication costs for at least three years.</p> <p>3. PA will have approximately 31Kw load distributed among 3 racks. Exact load requirements will be shared at contracting stage</p> <p>4. 01 * 01 x 100 Mbps internet connection at DR hosted at certified Tier-III facility (Lahore) with 03 usable V4 public IPs</p> <p>5. All IPs be whitelisted/clear from PTA site to site, client to site VPNs with local and international destinations</p> <p>6. 02 * 100 Mbps data circuit between NIMAR PR DC (PBC, Islamabad) and DR hosted at certified Tier-III facility located at Lahore</p> <p>7. Hosted Tier-III facility be a carrier neutral facility to enable interconnection among different service providers with no additional cost to the third-party SP and customer (MOIB)</p> <p><b>General Requirements:</b></p> <p>8. The data center be established in a purpose-built facility owned by the bidder.</p> <p>9. The data center floor/area where equipment is hosted/co-located should be exclusive and separate.</p> <p>10. Electrical/Cooling/Cabling arrangements comply with minimum Tier 3 standards</p> <p>11. DC has a clean agent fire suppression system that has no harmful effect to the equipment after a fire extinguishing agent has been discharged</p> <p>12. All passive fiber / ethernet cabling between racks be done and be active in all aspects.</p> <p>13. Have dual UPS connections rack PDUs per rack coming from different UPS via different paths as per Tier 3 standard.</p> <p>14. Have STS/ATS switch, energized with dual power input available for equipment with single power source as per Tier 3 standard.</p> <p>15. Each rack and cable ladder be electrically &amp; physically grounded through different grounding sources as per Tier 3 standard.</p> <p>16. Have 24 x 7 physical security with visitor's logbook</p> <p>17. Have 24 x 7 CCTV monitoring of strategic areas of the building, data center area and its perimeter with minimum CCTV record retention of one month</p> <p>18. Have biometric/card-based authentication to enter data center/equipment hosted area logs of which be maintained and presented in case of MOIB audit requirement</p> <p>19. The location be secure for personnel and data center equipment</p> <p>20. The premises have facilities for:</p> <ol style="list-style-type: none"> <li>a. Hauling/transportation of equipment</li> <li>b. Dismantling of equipment</li> <li>c. Packing/Unpacking of equipment</li> <li>d. Assembling of equipment</li> <li>e. Secure temporary storage of equipment during installation period</li> </ol> <p>21. Constant temperature should be within the range of 18 C to 22 C</p> <p>22. Have redundant precision cooling with humidification/dehumidification controls.</p> <p>23. Have temperature/humidity sensors placed in each rack</p> <p>24. Have a DCIM system in place and access to the system is to be provided to the customer for remote monitoring</p> <p>25. Data centers have valid ANSI/TIA-942 Tier-3 (minimum) certification</p> <p>26. Have active SLAs with all the services providers such as physical security, cooling, fire suppression, CCTV, UPS, Generators etc.</p>



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			<ol style="list-style-type: none"> <li>27. Unlimited maintenance visits (24/7/365) shall be allowed to MOIB representatives and vendors.</li> <li>28. The uptime for utilities and services (e.g. power, connectivity etc.) be 99.999%.</li> <li>29. If MOIB wishes to upscale racks, power, internet bandwidth at any time of the year, pricing applicable shall be as per the quoted prices within a contract period.</li> <li>30. Dedicated customer services facilities/helpdesk, communication facilities at various technical levels/escalations be available 24 x 7 x 365.</li> <li>31. Capability to scale bandwidth as needed, supporting high-speed and low-latency requirements.</li> <li>32. Real-time network monitoring system to detect and manage potential issues, with redundancy on core network components</li> <li>33. 24/7 monitoring temperature, humidity, dew point, motion detection, leak detection, and fire protection systems.</li> </ol>
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3.	<p><b><u>LOT – II</u></b></p> <p><b>Data Racks, Storage &amp; Compute for DR Site:</b></p>		
Sr. No.	Solution / Equipment	Qty	Specifications
3.1	<p>Enterprise Multi-Protocol Storage (Object Based / Distributed) Useable 3.0 PB or higher With RAID 5 for DR Site</p> <p>(Including all required software, accessories &amp; allied equipment )</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	01 Set	<ol style="list-style-type: none"> <li>1. Object Based/Distributed with synchronous/asynchronous replication with existing PR Site storage (Details may be provided on demand)</li> <li>2. Proposed storage should fully be compatible with Primary site Object storage to continue replicating Data from PR &amp; DR.</li> <li>3. The Storage should consist of a Performance Node and Capacity Node.</li> <li>4. Performance Node Should be High Density SSD Model with 5% of total capacity or higher to be configured with all NVMe SSDs and with two or more 480GB or higher SSDs should be used as system disks.</li> <li>5. Capacity Node should be High-density HDD model &amp; each node should support maximum 60 SATA disks (enterprise) as the primary storage.</li> <li>6. The capacity of a single disk is <math>\leq 16</math> TB and with two or more 480GB or higher SSDs should be used as system disks.</li> <li>7. High Density Model Each node should be configured with <math>\geq 4</math> x 1.6 TB NVMe SSDs. Preferably, Cache disks do not occupy slots on main storage disks.</li> <li>8. Memory per storage node should be <math>\geq 256</math> GB.</li> <li>9. It shall support any Latest Intel CPUs or RISC based CPUs (Documentation be attached)</li> <li>10. Should support AI Layer for Cloud Services</li> <li>11. To ensure product stability and simplify maintenance, the OBJ based, distributed storage software and the servers that run the software belong to the same brand or should be compatible.</li> <li>12. The product can provide multiple storage services including block, file, and object storage services through a single cluster.</li> <li>13. Multiple access protocols, such as NFS, CIFS, POSIX, MPI-IO, HDFS, and S3 can be used to access the same file, preventing data copy caused by different access protocols and ensuring no obvious semantic loss. Common semantics, such as file modification and writing, object</li> </ol>





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					<p>lexicographical order, object multipart upload, and object versioning, are supported. No independent gateway node needs to be configured.</p> <ol style="list-style-type: none"> <li>14. Should include all required licensing of Synchronous/asynchronous replication of proposed Object storage &amp; Existing installed object storage license to be added in solution.</li> <li>15. A single cluster should support multiple independent namespaces (file systems or buckets).</li> <li>16. File system/bucket-level quotas, capacity and file quantity quotas, user- and user group-based quotas, and default quotas should be supported. After a quota is set, data written by file, HDFS, and object protocols are controlled. Screenshots of the configuration page are required.</li> <li>17. Both file storage and object storage support load balancing based on round robin, CPU.</li> <li>18. Screenshots of the configuration page are required from configuration tools.</li> <li>19. File, HDFS, and object services should support asynchronous remote replication, failover, and failback. The minimum Recovery Point Objective (RPO) is 10 min or lower.</li> <li>20. The multi-tenancy capability should be supported. The domain controller, protocol type, and QoS can be set based on tenants. Metadata indexing and audit log query can be performed by tenants. Screenshots of the configuration page are required from configuration tools.</li> <li>21. File, big data, and object services should support metadata indexing. Users can query.</li> <li>22. Metadata items such as the file name, file size, creation time, owner, and extended attributes on the management page or through REST APIs. No independent service node is required. Screenshots of the retrieval page are required from configuration tools.</li> <li>23. Support storage node management (node adding or removal), disk.</li> <li>24. Management (disk adding or removal, online/offline disk scale-up, disk replacement, and bulk disk scale-up), automatic data balancing after disk or node adding.</li> <li>25. Supports non-disruptive capacity expansion of storage nodes, with linear increase of capacity and performance.</li> <li>26. A distributed storage system should use an independent O&amp;M GUI to manage the storage resource pool.</li> <li>27. The product should display storage space information on the management interface, including physical disk space, logically used space (calculated based on the replica count), currently used space (calculated based on storage pools), and total remaining space.</li> <li>28. The product can display storage node information, including state, performance (IOPS and throughput), and load (CPU/memory/storage usage) information.</li> <li>29. Disk locating based on LED configuration on the management interface is supported.</li> <li>30. Supports disk SMART information detection, slow disk detection, isolation before disk failure, and alarm reporting.</li> <li>31. The system should report alarms and isolate faults such as packet loss and network port faults on the storage node network.</li> <li>32. If the performance of a storage node is abnormal, the distributed storage software shall automatically detect the node, generate an alarm, and provide a solution.</li> </ol>
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				<ul style="list-style-type: none"> <li>33. A world-renowned storage brand, with products listed in the Challengers or Leaders quadrant by Gartner's Magic Quadrant, provides key competitiveness ranking of similar products done by Gartner or equivalent.</li> <li>34. The proposed product should be the latest and have at least seven (05) years of roadmap. Documentary evidence is mandatory. (no nearing end of life product shall be quoted).</li> <li>35. DAC/MPO Cables along with SFPs as per provided solution.</li> <li>36. OEM Presence in Pakistan is for at least 10 Years or higher with Local spare part/Warehouse in Pakistan (Islamabad/Lahore).</li> <li>37. OEM Technical staff be based in Pakistan along with RMA center available.</li> <li>38. All licenses should be offered for Replication purposes &amp; Storage should fully be compatible for Synchronous/Asynchronous array-based replication.</li> <li>39. 3 years 24x7x4 Support, Parts Replacement Warranty.</li> <li>40. Deployments service should be offered.</li> </ul>
<u>3.2</u>	<p>AI / ML / DL 100G Switches for Storage</p> <p>(Including all required software, accessories &amp; allied equipment )</p> <p>Detailed Specs are in the next column but equivalent solution or higher will be acceptable</p>	02	  <ul style="list-style-type: none"> <li>1. Should have 100G QSFP28 ports at least 64 per switch with 100G QSFP28 SFP &amp; Cables as per proposed Connectivity with OBS &amp; Switch Uplink</li> <li>2. Supports cross-chassis link bundling technologies such as</li> <li>3. M-LAG or vPC or DRNI</li> <li>4. BGP &amp; RIPng, OSPFv3, IS-ISv6, and BGP4+ respectively.</li> <li>5. Supports QinQ.</li> <li>6. BFD for OSPF, BGP, IS-IS, and static route.</li> <li>7. Supports PQ, WRR, DRR, PQ+WRR, PQ+DRR scheduling.</li> <li>8. Support MAC FRR (Fast Reroute)</li> <li>9. VRRP, VRRP load balancing, and BFD for VRRP</li> <li>10. Prevents DOS, ARP, and ICMP attacks.</li> <li>11. Supports port isolation and PFC deadlock prevention.</li> <li>12. Identifying Traffic Models and Dynamically Adjusting ECN Thresholds</li> <li>13. Supports IGMP snooping and proxy.</li> <li>14. Supports protocols such as PIM-SM, PIM-DM, MSDP, and MBGP</li> <li>15. Configuration rollback</li> <li>16. Supports ZTP technology and automatic configuration delivery.</li> <li>17. Support central management through SDN Controller</li> <li>18. DAC/MPO Cables along with SFPs or as per provided solution &amp; Object Storage Front end &amp; backend connectivity done through this 100G switch.</li> <li>19. Should be in a Leader/Challenger by Forrester or any other International Rating Agency.</li> <li>20. 03 years NBD Warranty &amp; Support with 24/7 Remote support.</li> <li>21. The proposed 100G Switch should be the same brand as the proposed Object storage &amp; Network Switch for seamless integration.</li> </ul>	
<u>3.3</u>	<p>Enterprise Class Servers</p> <p>(Including all required software, accessories &amp; allied equipment )</p>	06	<ul style="list-style-type: none"> <li>1. Intel Xeon Gold 6430(2.1GHz/32-core/60MB/270W) Sapphire Rapids CPU or higher</li> <li>2. 512GB RAM DDR4 RDIMM.</li> <li>3. Two Dual port 25G NICs with optical ports including 25G SFPs.</li> <li>4. Dual Port 10GbE SFP+ card with 10G Multimode SFPs</li> <li>5. Dual Port 10GbE SFP+ Card with 10G Multimode SFPs</li> <li>6. 2x GE RJ45 Ports.</li> </ul>	



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		Detailed Specs are in the next column but equivalent solution or higher will be acceptable		<ol style="list-style-type: none"> <li>7. PCIe RAID Controller,8GB Cache,</li> <li>8. Two SSD, SATA 6Gb/s-480GB or higher capacity or equivalent.</li> <li>9. Five SSD,3840GB, SATA 6Gb/ Mixed Use ,2.5inch &amp; Support for 25*2.5inch HDD Chassis or higher capacity or equivalent.</li> <li>10. Dual Power Supply with cables, arm management, dual or quad power supplies.</li> <li>11. Rack mounting Kit along with complete accessories.</li> <li>12. Server Platinum 1800W DUAL AC power supply or above.</li> <li>13. Connectivity Cables &amp; SFP of 25G (required ports), &amp; Baseboard Management Platform.</li> <li>14. USB 3.0 Support</li> <li>15. 3 years NBD warranty &amp; Parts replacement with 24/7 remote Support</li> <li>16. The OEM be present in Pakistan for the last 10 years</li> </ol>
	<u>3.4</u>	<p>Data Racks for placement in DR Site (including all required accessories &amp; allied equipment)</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	03+01	<ol style="list-style-type: none"> <li>1. 42U Size is required, with 2 x 32 A Three phase Zero monitored Rack PDU in each rack.</li> <li>2. The cabinets with a width of at least 18 inch and 42U installation space, the depth of cabinet should not be less than 1200mm.</li> <li>3. It is further clarified that the proposed Active equipment i.e Servers, Network Devices etc should be mounted without affecting the cable management arm.</li> <li>4. The cabinet shall be made of high-intensity class - A carbon cold rolled steel plates and zinc coated steel plates.</li> <li>5. The static load bearing capacity of the cabinet should not be less than 1200Kg and be according to the High-Density load of 15KV per Rack.</li> <li>6. The racks shall support a rolling load (rolling on the casters) of at least 600 kg but keep in mind the High-Density load while fully utilizing the cabinet i.e. 15KV per Rack.</li> <li>7. The front and rear doors of the cabinet should be ventilated mesh doors, and the ventilation rate is 70% and above or in compliance with Tier-3 Standards (Test report is to be provided) also with swivel handle lock (universal key);</li> <li>8. The racks also have toolless roof, two vertical frame posts, four adjustable vertical mounting rails, minimum of two vertical PDU mount cable organizers, four leveling feet and four casters, baying and grounding hardware pre-installed by the manufacturer.</li> <li>9. Removable two or four sheet steel side panels.</li> <li>10. Blanking panels per U for all vacant equipment mounting locations in cabinet grounding wire;</li> <li>11. Mounted, three phase with 21 Power Outputs (9*C19, 12*C13).</li> <li>12. The PDUs shall mount tool Lesly into the rear of racks.</li> <li>13. The Racks should be compatible with cooling Equipment and UPS</li> <li>14. Test report for racks load bearing be submitted</li> <li>15. Should have all the accessories / peripherals / items required</li> <li>16. Installation of Active Equipment i.e Servers, Storage and Network Devices</li> <li>17. 3 years 24x7x4 Warranty &amp; Support</li> </ol>
	<u>3.5</u>	<p>Laptops</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	05	<ol style="list-style-type: none"> <li>1. 15", 14th Gen Intel® Core™ i9, 512 GB SSD, 16 GB RAM, Windows 11,</li> <li>2. At least One year warranty</li> </ol>

4.		<b><u>LOT – III</u></b>	
<b>Network Equipment:</b>			
<b>Sr. No.</b>	<b>Solution / Equipment</b>	<b>Qty</b>	<b>Specifications</b>
4.1	<p>Core Routers</p> <p>(Including all required software, accessories &amp; allied equipment )</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	04	<ol style="list-style-type: none"> <li>1. 2*25GE optical, 4*10GE optical, 4*GE electrical 4 x 10G-MM SFP+ and 2 x 10G-SM SFP+ 10Km Modules with 10Meter Patch cords.</li> <li>2. Forwarding Performance IMIX 13Gbps</li> <li>3. SD-WAN Service Performance IMIX 8Gbps</li> <li>4. IP-SEC Performance IMIX 10Gbps</li> <li>5. Memory 8Gb, Flash 8Gb, 6 x SIC Slots</li> <li>6. The proposed product should be the latest and have at least three (03) years of roadmap. Documentary evidence is mandatory. (no nearing end of life product shall be quoted)</li> <li>7. OEM Presence in Pakistan be More than 10 Years, OEM Technical staff be based in Pakistan along with RMA center available.</li> <li>8. Listed in the Challengers or Leaders quadrant by Gartner’s Magic Quadrant, provides key competitiveness ranking of similar products done by Gartner or equivalent.</li> <li>9. All Licenses required for solution be included.</li> <li>10. 03 Years Next Business Day part replacement be provided &amp; 24/7 Remote Support.</li> </ol>
4.2	<p>Core Network Switches</p> <p>(including all required software, accessories &amp; allied equipment )</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	02	<ol style="list-style-type: none"> <li>1. Should support, 400G, 200G, 100G, 25G and 10G Ports.</li> <li>2. Should have at least 2x10 100G QSFP28 Ports, with 14 QSFP28 MM Modules along with cables at least 10m as per requirement.</li> <li>3. Should have 14Tbps Switching Capacity or Higher.</li> <li>4. Should have 2000Mpps Forwarding Throughput or higher.</li> <li>5. Equipped with redundant Power Supplies and Fans (Hot Swapable)</li> <li>6. Should Support M-LAG, VXLAN, BGP-EVPN</li> <li>7. RDMA and RoCE (RoCEv1 and RoCEv2)</li> <li>8. Provided switches should support SDN (Software Defined Network) features like automatic network deployment, role-based ACL and integration with Local/Remote authentication (RADIUS, AD, and LDAP), Zero-Touch Provisioning</li> <li>9. The solution provided should be compatible with DCN switching stack for both existing datacenter and new DR Site and can be activated when required.</li> <li>10. Should Support Stacking on any standard Ethernet interface (100G)</li> <li>11. BFD for BGP/IS-IS/OSPF/static route, BFD for VXLAN, BFD for M-LAG</li> <li>12. Listed in the Challengers or Leaders quadrant by Gartner’s Magic Quadrant,</li> <li>13. provides key competitiveness ranking of similar products done by Gartner or equivalent.</li> <li>14. Supports Inter-chassis link aggregation such as M-LAG or vPC.</li> <li>15. Supports N:1 mirroring, traffic mirroring, and remote port mirroring.</li> <li>16. Supports Ipv4 &amp; Ipv6 dynamic routing protocols, such as RIP, OSPF, IS-IS, BGP, RIPng, OSPFv3, IS-Isv6, and BGP4+ etc.</li> <li>17. Supports dynamic routing (OSPF/OSPFv3/BGP/BGP4+) access to M-LAG</li> </ol>



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				<ol style="list-style-type: none"> <li>18. Multi-instance and policy-based routing of routing protocols VRRP is supported.</li> <li>19. Ipv6 ND and PMTU discovery</li> <li>20. Supports IP fragmentation and reassembly</li> <li>21. Supports queue scheduling modes such as PQ, DRR, and PQ+DRR.</li> <li>22. ACL, CAR, and statistics collection in the outbound direction</li> <li>23. Supports BFD for M-LAG, BPDU guard</li> <li>24. Supports clustering or stacking, implementing management of multiple devices on a single interface.</li> <li>25. Supports virtual multi-technology</li> <li>26. Supports unicast, multicast, and broadcast storm control.</li> <li>27. IP/ARP/ICMP security</li> <li>28. IGMP proxy, snooping V1, V2, and V3</li> <li>29. Supports PIM-SM and PIM-SSM.</li> <li>30. Supports IEEE 1588v2.</li> <li>31. SNMPv1/V2/V3, Telnet, RMON, and SSH</li> <li>32. Configuration rollback is supported.</li> <li>33. Supports NetFlow, NetStream or equivalent</li> <li>34. Intelligent TCP and UDP traffic analysis will be a plus point</li> <li>35. Support central management through SDN Controller</li> <li>36. Should be a Leader/Challenger by Forrester or any other International Rating Agency</li> <li>37. SFPs be of the same OEM quoting brand as Switch</li> <li>38. The proposed product should be the latest and have at least three (03) years of roadmap. Documentary evidence is mandatory. (no nearing end of life product shall be quoted)</li> <li>39. OEM Presence in Pakistan be More than 10 Years with Local spare part/Warehouse in major cities in Pakistan (Islamabad/Lahore/Karachi).</li> <li>40. OEM Technical staff be based in Pakistan along with RMA center available.</li> <li>41. All Licenses required for solution be included</li> <li>42. 03 Years Next Business Day part replacement be provided</li> <li>43. Bidder may propose a higher version or additional features alongside previously mentioned requirements</li> </ol>
	<u>4.3</u>	<p><b>TOR/EOR Switches</b></p> <p>(including all required software, accessories &amp; allied equipment )</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	04	<ol style="list-style-type: none"> <li>1. Should have 48 x 25GE SFP28 port and 6 x 100GE QSFP28 port.</li> <li>2. Should have 8x 100G QSFP28 MM Modules along with cables at least 10m or as per requirement.</li> <li>3. Should have 16x 25G SFP28 &amp; 16x10G SFP+ MM, 4x1G Electrical along with required cables as per required solution for connectivity.</li> <li>4. Should have redundant power supplies.</li> <li>5. Switch should be 1RU high.</li> <li>6. Should have 3.6 Tbit/s switching capacity or higher.</li> <li>7. Should have 950 Mpps forwarding performance or higher.</li> <li>8. Provided switches should support SDN (Software Defined Network) features like, automatic network deployment, role-based ACL and integration with Local/Remote authentication (RADIUS, AD, and LDAP), Zero-Touch Provisioning</li> <li>9. Provided solution should be compatible with DCN switching stack for both existing datacenter and new DR Site and can be activated when required.</li> <li>10. RDMA and RoCE (RoCE v1 and RoCE v2)</li> <li>11. Ipv4 dynamic routing protocols such as RIP, OSPF, IS-IS, and BGP</li> </ol>



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			<ol style="list-style-type: none"> <li>12. Ipv6 dynamic routing protocols such as RIPng, OSPFv3, IS-Isv6, and BGP4+</li> <li>13. VXLAN over Ipv6, Ipv6 VXLAN over Ipv4, Ipv6 neighbor discovery (ND)</li> <li>14. Support VPC or M-LAG or E-Trunk for redundancy</li> <li>15. Support Network Virtualization, VXLAN, BGP-EVPN</li> <li>16. Support Ipv6 dynamic routing protocols, such as RIPng, OSPFv3, IS-Isv6, and BGP4+</li> <li>17. Support queue scheduling modes such as PQ, WRR, DRR etc</li> <li>18. Support bidirectional interface-based rate limiting.</li> <li>19. Support VRRP, VRRP load balancing, and BFD for VRRP.</li> <li>20. Support MAC FRR (Fast Reroute)</li> <li>21. Support N:1 virtualization technology such as VSS, CSS or stacking, and one interface can manage multiple devices.</li> <li>22. Support micro segmentation isolation &amp; port isolation.</li> <li>23. Support IGMP, PIM-SM, SNMPv1/v2/v3, Telnet, RMON, and SSH</li> <li>24. Supports configuration rollback</li> <li>25. Support central management through SDN Controller</li> <li>26. Should be in Leader/Challenger category by Forrester or any other International Rating Agency</li> <li>27. The proposed product should be the latest and have at least three (03) years of roadmap. Documentary evidence is mandatory. (no nearing end of life product shall be quoted)</li> <li>28. Licenses (if any) required for solution be included</li> <li>29. OEM Presence in Pakistan be More than 10 Years with Local spare part/Warehouse in major cities in Pakistan (Islamabad/Lahore/Karachi)</li> <li>30. OEM Technical staff be based in Pakistan along with RMA center available</li> <li>31. 03 Years NBD Warranty &amp; Support with 24/7 Remote support &amp; OEM Technical staff be based in Pakistan along with RMA center available</li> <li>32. Bidder may propose a higher version or additional features alongside previously mentioned requirements.</li> </ol>						
5.	<p><b>LOT – IV</b></p> <p><b>Cyber Security: Cyber Wing</b></p>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr. No.</th> <th style="width: 30%;">Solution / Equipment</th> <th style="width: 10%;">Qty</th> <th style="width: 50%;">Specifications</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5.1</td> <td>           Cyber Security Solution – Intelligent Threat Detection and Response Platform             (including all required licenses, software,         </td> <td style="text-align: center; vertical-align: middle;">01+02</td> <td> <b>Virtual Appliance Specifications (Qty: 1)</b> <ol style="list-style-type: none"> <li>1. 3-year 24x7 technical support.</li> <li>2. Onsite OEM training for at least two participants.</li> <li>3. Minimum throughput: 3 Gbps.</li> <li>4. Memory: 64 GB.</li> <li>5. Supported events per second: 5,000.</li> <li>6. Storage: 128 GB SSD for the system disk and at least 2 TB SATA for data.</li> <li>7. Compatible with all major hypervisors (VMware, Sangfor, Hyper-V, etc.).</li> </ol> <b>Network Traffic Analysis Probe Device (PR Site, Qty: 1)</b> </td> </tr> </tbody> </table>	Sr. No.	Solution / Equipment	Qty	Specifications	5.1	Cyber Security Solution – Intelligent Threat Detection and Response Platform  (including all required licenses, software,	01+02	<b>Virtual Appliance Specifications (Qty: 1)</b> <ol style="list-style-type: none"> <li>1. 3-year 24x7 technical support.</li> <li>2. Onsite OEM training for at least two participants.</li> <li>3. Minimum throughput: 3 Gbps.</li> <li>4. Memory: 64 GB.</li> <li>5. Supported events per second: 5,000.</li> <li>6. Storage: 128 GB SSD for the system disk and at least 2 TB SATA for data.</li> <li>7. Compatible with all major hypervisors (VMware, Sangfor, Hyper-V, etc.).</li> </ol> <b>Network Traffic Analysis Probe Device (PR Site, Qty: 1)</b>
Sr. No.	Solution / Equipment	Qty	Specifications						
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		<p>accessories &amp; allied equipment )</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	<ol style="list-style-type: none"> <li>1. Throughput capacity: 3 Gbps.</li> <li>2. Memory: 8 GB.</li> <li>3. Storage: 480 GB SSD.</li> <li>4. Interfaces: 2 x 10G SFP+.</li> <li>5. Power: Redundant.</li> <li>6. Rack height: 2U.</li> </ol> <p><b>Network Traffic Analysis Probe Device for DR Site (Qty: 1)</b></p> <ol style="list-style-type: none"> <li>1. Throughput capacity: 1 Gbps.</li> <li>2. Memory: 8 GB.</li> <li>3. Maximum unique internal devices analyzed: 3,000.</li> <li>4. Storage: 128 GB SSD.</li> <li>5. Interfaces: 6 x 1GbE BASE-T and 2 x 1GbE SFP.</li> <li>6. Rack-mounted.</li> </ol> <p><b>General Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Support both agentless and agent-based solutions.</li> <li>2. Virtual management appliances may be available at DR site for management in case of failure at primary site.</li> <li>3. Include a physical appliance to ingest passive network traffic from core or multiple switches.</li> <li>4. Probe appliances must support at least 3 Gbps throughput and clustering for increased bandwidth.</li> <li>5. Provide an on-premises controller for centralized network traffic and agent management.</li> <li>6. Support a virtual cluster controller for up to 5,000 events per second.</li> <li>7. Include comprehensive threat detection (file, malware, botnet, vulnerability exploitation, unauthorized access, and protocol audits).</li> <li>8. Provide a 3-year complete security license with software upgrades.</li> <li>9. Support manual and autonomous SOAR responses for firewalls and EDR.</li> <li>10. Enable log ingestion from third-party devices (e.g., firewalls, Windows/Linux servers, databases).</li> <li>11. Offer 24x7 technical support and OEM training for two participants over three years.</li> </ol> <p><b>Software Features</b></p> <ol style="list-style-type: none"> <li>1. Real-time attack visualization and detailed security alerts.</li> <li>2. Simplified threat hunting and SOAR response with a Mitre ATT&amp;CK framework dashboard.</li> <li>3. Scalability to accommodate evolving scope and virtual environments.</li> <li>4. Secure web-based administration console.</li> <li>5. Alerting capabilities for vulnerabilities with mobile notifications for major events.</li> <li>6. Advanced reporting features with customizable filters.</li> <li>7. Continuous live asset updates and real-time anomaly detection.</li> <li>8. Machine learning and behavior analysis for detecting old, known, new, and unknown attacks.</li> <li>9. Intelligent anomaly grouping by criticality.</li> <li>10. Real-time traffic identification with application name and origin country.</li> </ol>
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				<p>11. Automated investigations for root cause analysis.</p> <p>12. Integration with third-party devices (Cisco, Fortinet, Palo Alto, Sangfor).</p> <p>13. Comprehensive log collection from multiple sources (syslogs, WMI, Kafka, SNMP, etc.).</p> <p>14. Clustering support for scalability and user-defined security incidents/alerts.</p> <p>15. Backup and restore configurations with non-intrusive, non-disruptive architecture.</p> <p><b>Endpoint Detection and Response (EDR) (Total 75 Workstation/Server)</b></p> <ol style="list-style-type: none"> <li>1. Support centralized endpoint installation via Active Directory.</li> <li>2. Provide licenses for 75 security endpoints covering PCs, workstations, Linux/Mac systems, and servers.</li> <li>3. Offer protection for end-of-support systems like Windows.</li> <li>4. Include ransomware file protection with encryption blocking, one-click file restoration, and bait files for detection.</li> <li>5. Provide vulnerability hotfixes for Windows systems without requiring a system reboot.</li> <li>6. Support micro-segmentation and host-based IPS/firewall.</li> <li>7. Enable responses such as isolating endpoints, blocking specific ports, or halting communication.</li> <li>8. Allow one-click network-wide file removal.</li> <li>9. Facilitate easy search and export of asset inventories, including software, ports, processes, and system information.</li> <li>10. Offer application control to block unsafe application actions.</li> <li>11. Integrate AI for detecting and blocking unknown malware based on family classification.</li> <li>12. Include lightweight scanning to minimize performance impact on legacy systems, virtual desktops, and overloaded systems.</li> <li>13. Provide firewall protection with IDS/IPS, network activity rules, and deep packet inspection.</li> <li>14. Enable ransomware recovery for encrypted files and system snapshot restoration.</li> <li>15. Offer anti-brute-force protections for SMB, RDP, and SQL sessions.</li> <li>16. Support RDP and SSH secondary authentication.</li> <li>17. Include protection against fileless attacks, trusted process security, and key directory safeguards.</li> <li>18. Detect cryptocurrency mining activities.</li> <li>19. Provide full visibility of attack events via process chain tracking.</li> <li>20. Detect brute-force attacks and web shell threats.</li> <li>21. Maintain an asset inventory with remote support capabilities.</li> <li>22. Discover and track advanced attack methods with customizable search conditions.</li> <li>23. Ensure compliance checks and real-time endpoint connection analysis.</li> <li>24. Control unauthorized USB device access.</li> <li>25. Use deep learning/AI for malware detection.</li> <li>26. Include cloud sandboxing for real-time threat detection.</li> <li>27. Provide extended detection, defense, and response capabilities for comprehensive security.</li> </ol> <p>Collect endpoint behavior data and logs for analysis.</p>
	5.2	Cyber Security Solution –	02+01	<b>For Primary Site: QTY = 2</b>



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		<p>Next Generation Firewall with WAF for Primary and DR Sites</p> <p>(Including all required software, accessories &amp; allied equipment )</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	<ol style="list-style-type: none"> <li>1. Provide a minimum NGFW throughput of 10 Gbps (Firewall + Security Analytics + IPS).</li> <li>2. Deliver at least 4 Gbps threat protection throughput (Firewall + Security Analytics + IPS + Antivirus).</li> </ol> <p><b>Disaster Recovery Site Qty = 1</b></p> <ol style="list-style-type: none"> <li>1. Provide a minimum NGFW throughput of 7 Gbps (Firewall + Security Analytics + IPS).</li> <li>2. Deliver at least 3.5 Gbps threat protection throughput (Firewall + Security Analytics + IPS + Antivirus).</li> </ol> <p><b>Common Features:</b></p> <ol style="list-style-type: none"> <li>1. Support unlimited concurrent users without restrictions.</li> <li>2. Include at least 256 GB of storage capacity.</li> <li>3. Offer a minimum of 10 x 1G Ethernet interfaces.</li> <li>4. Provide at least 6 x 10G SFP+ interfaces with transceivers.</li> <li>5. Achieve recognition in the Gartner Magic Quadrant for Next-Generation Firewalls.</li> <li>6. Ensure all features remain functional even after the license expires.</li> <li>7. Include features such as IPS, antivirus, anti-malware, email security, cloud-based sandboxing, web filtering, application control, and bandwidth management.</li> <li>8. Support at least 100 concurrent SSL VPN users.</li> <li>9. Offer a 3-year license for complete security features.</li> <li>10. Include 3 years of software upgrades and 24/7 technical support.</li> <li>11. Provide a 3-year hardware warranty service.</li> <li>12. Include onsite configuration and installation services.</li> <li>13. Offer training and product certification for two participants.</li> </ol> <p><b>Common WAF Web Application Firewall (WAF) Features for Primary and DR Site:</b></p> <ol style="list-style-type: none"> <li>14. Offer a minimum throughput of 3 Gbps or higher.</li> <li>15. Include AI-driven threat detection, IP geolocation, data leak prevention, brute force protection, HTTP header security, custom error messages, error code handling, and a local reporting center.</li> <li>16. Provide protection against application attacks, including OWASP Top 10 vulnerabilities, cross-site scripting (XSS), SQL injection, cross-site request forgery (CSRF), and session hijacking.</li> <li>17. Feature a built-in vulnerability scanner, file upload scanning with antivirus, and a cloud-based sandbox.</li> <li>18. Offer a 3-year license for complete security features.</li> <li>19. Include 3 years of software upgrades and 24/7 technical support.</li> <li>20. Provide a 3-year hardware warranty if a hardware appliance is proposed.</li> <li>21. Include onsite configuration and installation services.</li> </ol> <p>Offer onsite training and product certification for two participants.</p>
6.	<b><u>LOT – V</u></b>		
<b>Allied Equipment:</b>			
<b>Sr. No.</b>	<b>Solution / Equipment</b>	<b>QTY</b>	<b>Specifications</b>



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<u>6.1</u>	<p><b>Generator 250KVA</b></p> <p>(Including all required software, accessories &amp; allied equipment )</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>	01	<ol style="list-style-type: none"> <li>1. To be delivered to Islamabad.</li> <li>2. The Contractor shall provide diesel generator with 250 KVA Prime Rating International brand (Perkins UK, Siemens or Equivalent).</li> <li>3. It shall have Diesel Engine with Stamford Alternator or equivalent, Deep Sea Control Module with able to remote monitoring and communication for generator parameters like fuel level, temperature, on/off, batteries status etc.</li> <li>4. It must have 3 Phase + N, 0.8 P.F, 50 Hz, 1500 RPM - Water cooled, Sound and Weather Proof Canopy, fuel tank and Complete Installation, Commissioning, Testing.</li> <li>5. Should be Integrated with DCIM.</li> <li>6. The bidder will be responsible for the replacement of all consumables after 250 running hours (OEM Guidelines) or 06 months whichever is earlier throughout the First Year period After Data Center Site Hand-Over.</li> <li>7. Construction of trench (if required)</li> <li>8. Separate earth pits for Generator</li> <li>9. Installation and Integration with existing setup</li> </ol> <p><b>Detail Features: -</b></p> <ol style="list-style-type: none"> <li>1. It shall have easy access to DG Set for routine maintenance hinged and lockable doors must be provided all around Canopy.</li> <li>2. One Fuel Tank is required of 1500 Liters, please specify the number of Hrs. provided by the generator.</li> <li>3. It shall have Safeties; Auto shutdown exceeding load, Oil Pressure, Water Temperature, moreover, provide Warning lights indicating abnormal conditions.</li> <li>4. It shall have mounting with Anti vibration pads (preferably Steel Springs).</li> <li>5. It shall have a Foundation Pad on (Ground Floor) after laying 1" thick cork sheet and then laying 6" thick RCC pad with 1/2 Ø Steel reinforcement 6" apart as per proposed Genset or as per standards</li> <li>6. The diesel engine, alternator, generator control panel, fuel delivery system and fuel storage system shall comply with the latest versions of applicable ISO/IEEE/IEC etc. standards or equivalent</li> <li>7. It shall compliant international standards; ISO 3046-4 (2009), BS ISO 3046-1, ISO 8528-1:2005/DIN 6271/AS2789, IP55 , ISO 14001:2004, BS EN 55014-1:2001, CE certified</li> <li>8. It shall have Battery as per DG Set requirement i.e. 24 Volt or 12 Volts Dry Cell Battery</li> <li>9. It shall have Battery Charger: Static (For Trickle and boost charging)</li> <li>10. It shall have an Exhaust System: Heavy Duty preferably residential silencer</li> <li>11. Bidder should specify Fuel Consumption per hour at Full load.</li> <li>12. It shall have Electronic Automatic Voltage Regulation (AVR).</li> <li>13. Winding Material shall be 100% copper</li> <li>14. It shall have Emergency Power off</li> <li>15. Complete with all documentation, certificates, test reports.</li> <li>16. Bidder may propose if anything else is required for completion of work as per standards</li> </ol>
<u>6.2</u>	<p><b>AVR 250 KVA</b></p> <p>(Including all required software, accessories &amp;</p>	01	<ol style="list-style-type: none"> <li>1. To be delivered in Islamabad.</li> <li>2. Input voltage window for Voltage (Start-up): 280-480 VAC (L-L) 160-275 VAC (L-N).</li> <li>3. Input voltage window for Voltage (Operating): 260-480 VAC (L-L) 150-285 VAC (L-N).</li> <li>4. It shall have 50/60 Hz Nominal Frequency.</li> </ol>



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		<p>allied equipment )</p> <p>Detailed Specs are in next column but equivalent solution or higher will be acceptable</p>		<ol style="list-style-type: none"> <li>5. It should be able to operate in outdoor environment. (IP65)</li> <li>6. Over Voltage Isolator @ 285 VAC,</li> <li>7. Under Voltage Cut-off @ 150 VAC, per L-N.</li> <li>8. Over Voltage Isolator @ 285 VAC, Under Voltage Cut-off @ 150 VAC, per L-L</li> <li>9. Sustained over voltage at input without damage to AVR=430, per L-N.</li> <li>10. Auto restores upon normalization of input voltage.</li> <li>11. Outputs (L-N) do not exceed 240 VAC.</li> <li>12. Remote Monitoring capability of real-time on-site power parameters at NOC Video Wall System via SNMP or any other</li> <li>13. The equipment should be capable of surge/spikes/over and under voltage protection as per industry standards. Protection against extremely high voltage surges and transients caused by lightning induced strikes on the utility supply line lightning induced strikes on the utility supply line.</li> <li>14. The equipment must have a built-in maintenance bypass for parts or fuse replacement</li> <li>15. The bidder will be responsible for maintaining ventilation and take measures to safeguard the equipment from weather conditions (Shade, direct sun etc.) by installing fiber sheet in-case of outdoor Installation</li> <li>16. Provide status report on Input Voltage, Output Voltage, Input Current, Output Current, Uptime, Output Load and device own temperature, Output Frequency, Regulator Status and Fault Information, Overload Warning, Input Fault Warning, Output Fault Warning, etc. Information should be monitored independently via SNMP or integrated with DCIM.</li> <li>17. Onsite alarm generation in case of surge or over and under voltage detection.</li> <li>18. Capable of remote management of remote monitoring terminal and connected devices.</li> <li>19. Response time shall be &lt;10 ms or lesser.</li> <li>20. It shall have Overcurrent and short circuit protection.</li> <li>21. Installation and integration with existing system</li> <li>22. Should be installed both indoor and outdoor.</li> <li>23. Bidder may propose if anything else is required for completion of work as per standards</li> </ol>
6.3	Complete Electrification for Primary DCF Offices	Sect 01 / Soll		<ol style="list-style-type: none"> <li>1. Main Power DB with Main Breaker FP 160A for Splitter Panel. Main Breaker MCCB FP160A, Digital Volt/Amp Meters, CT,s, MCB TP, MCB SP 16/25/32, Cubical etc. Dismantle old DB as well</li> <li>2. 4C 50mm PVC PVC Copper Power Cable Standard (Fast/Pakistan or eqv)</li> <li>3. 1C 25mm PVC Green Copper Cable Standard (Fast/Pakistan or eqv)</li> <li>4. Cable Tray 4 x 4 Powder Coated for Power Cable 4C 50mm (Open out Area)</li> <li>5. Pipe / Duct with Fixing accessories for Power Cable 4C 50mm (Corridor Inner Area)</li> <li>6. Earthing System (including all required accessories &amp; allied equipment): Installation of earth pits (Less than 1 Ohm rating) with copper bar for distribution including, excavation, copper plates, rods, racks and all other accessories for Earthing.</li> <li>7. Trench Work for Cable (Digging, Laying, Refilling in Garden Area or any other work required for completion)</li> </ol>
07.	<p><b>Service Specifications</b></p> <ul style="list-style-type: none"> <li>• Technical:</li> </ul>			



	<ul style="list-style-type: none"><li>○ Compliance Sheet with every proposed product name and model number should be presented on separate sheets with soft copy.</li><li>○ All software shall be compatible with well-known international brands/third party.</li><li>○ It is recommended that all the licenses should be perpetual and should be registered with the OEM in the name of Centre of Digital Communication. Supplier to provide documentary evidence from OEM.</li><li>○ All the quoted equipment shall be as per specifications/ NIMAR requirements rating of quoted equipment/ solutions from Gartner / IDC / Forrester ( be submitted in technical proposal).</li><li>● Management:<ul style="list-style-type: none"><li>○ The Bidder/Supplier will be responsible for the services, replacement of faulty parts (Should be OEM verified) and issue diagnostic after handing over the equipment for the standard warranty periods.</li><li>○ The validity of all the equipment will be standard warranty period i.e. 03 Years including Critical, Important &amp; Security updates, firmware / Version Up-gradation as and when released by OEM.</li><li>○ Bidder/Supplier shall be liable to install, configure, check and commission the active and passive equipment at the sites.</li><li>○ Bidder/Supplier are required to provide OEM backed warranty, support, services that will be applicable during the warranty period.</li><li>○ Warranty, Maintenance and Technical Support should be supported and registered by the OEMs on the name of purchasers, i.e., Centre of Digital Communication</li><li>○ Bidder/Supplier will replace, restore, reinstall, and reconfigure failed components/ devices, firmware, software and allied components without any additional cost during the warranty period.</li></ul></li><li>● Technical Assistance &amp; Post-warranty maintenance services:<ul style="list-style-type: none"><li>○ Bidder/Supplier shall provide technical support during the operationalization of the deployed equipment for at least 02 years, which may be further extended if required.</li><li>○ Power management (Gen set and power equipment) for 3 years</li><li>○ User support / hot line: <i>shall be 24/7/6</i></li></ul></li><li>● Warranty Service:<ul style="list-style-type: none"><li>○ The Bidder/Supplier shall provide comprehensive hardware and software maintenance services along with local support services for the Products agreed to be provided as per the Purchase Order and the terms of this Agreement for warranty period hereinafter referred to as “the Support Period”) from the date of base unit Product is delivered at the Designated Location and the Procuring Agency has issued the Inspection Certificate (hereinafter referred to as the “Warranty Support Services”).</li></ul></li></ul>
08.	Documentation Requirements



	<ol style="list-style-type: none"><li>i. The Delivery Documents will consist of (1) Vendor's Invoice; (2) Vendor's Delivery Challan; and (3) Inspection Certificate (together called "the Delivery Documents"), and the Delivery Documents shall adhere to the following requirements:</li><li>ii.</li><li>iii. Copies of the Vendor's invoice (s) listing the Product specifications / Warranty Support Services description, quantity, unit price inclusive of price without general sales tax ("GST"), GST and net payable should be delivered to the Procuring Agency after delivery and successful installation of the Product. The amount stated on the invoice should not exceed the total amount stated in the Purchase Order. The Delivery Challan will be duly acknowledged and signed by the assigned representative of the Procuring Agency.</li><li>iv. On complete delivery and installation of the Products as listed in the Purchase Order, the Procuring Agency will provide a Inspection Certificate that the Products/ Warranty Support Services have been received/ rendered in good order and condition and as per quality and quantity as mentioned in Purchase Order.</li><li>v. The Delivery Documents described above shall be submitted to the PA.</li><li>vi. The firm will provide all the documents required for managing and successfully run the proposed solution i.e. manuals, diagrams, fact/data sheets of equipment, end of life certification etc.</li></ol>
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#### **D. Testing and Quality Assurance Requirements**

<b>01. Inspections</b>	<ol style="list-style-type: none"><li>i. The vendor shall be responsible for the safe and sound delivery of all Products as per the Purchase Order, at the Procuring Agency's designated locations as per Schedule within the timescales stated in the Purchase Order.</li><li>ii. The Procuring Agency or its authorized representatives shall have the right to inspect and test the Product being supplied and installed by the Vendor on or after delivery as per the Purchase Order.</li><li>iii. The Procuring Agency shall inspect and/or test the Product agreed to be supplied by the Vendor as per the Purchase Order to verify their conformity to the specification given in this Agreement and the Purchase Order. This shall include comprehensive tests provided by the Vendor and performed by the Procuring Agency to prove that the Product operate in accordance with the requirements of the Procuring Agency as per the Purchase Order and this Agreement.</li><li>iv. Should any inspected or tested Products fail to conform to the specifications as required by the Procuring Agency and as per the Purchase Order, the Procuring Agency may reject them and the Vendor shall either replace the rejected Products or make alterations necessary to meet specification requirements of the Procuring Agency at no cost to the Procuring Agency</li></ol>
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02.	<b>Pre-commissioning Tests</b>  i. In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Procuring Agency) perform the standard pre-commissioning tests, if required, on the System and its Subsystems before installation will be deemed to have occurred and the Procuring Agency will issue the Installation Certificate(s) (pursuant to related SCC clauses).
03.	<b>Operational Acceptance Tests</b>  i. Pursuant to GCC Clause 27 and related SCC clauses, the Procuring Agency (with the assistance of the Bidder/Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.  ii. The Bidder/Supplier will be responsible for the test of the installed system /solution along with NIMAR team to confirm functionality and effectiveness of the solutions and passing this test will be mandatory for acceptance of system/Solution.

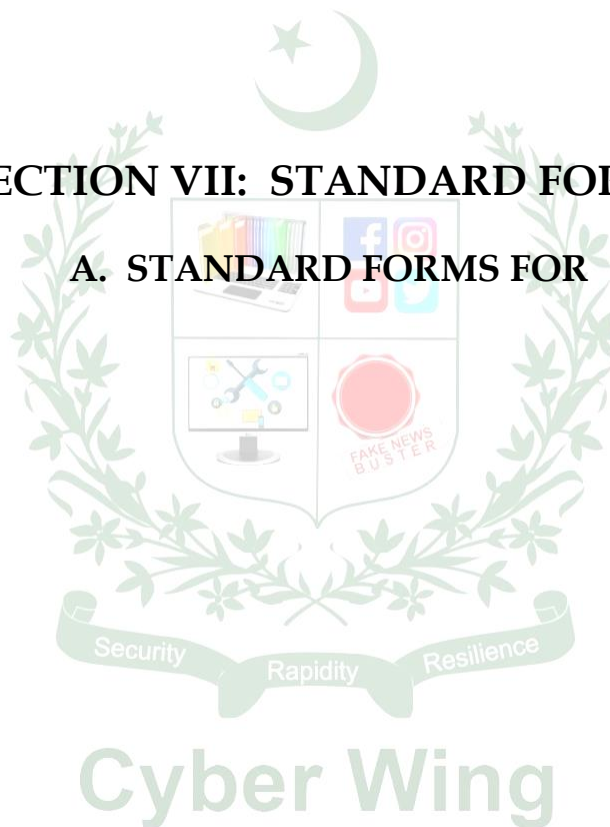






## SECTION VII: STANDARD FORMS

### A. STANDARD FORMS FOR





## Form 1 Letter of Bid

*INSTRUCTIONS TO BIDDERS: (delete this box once you have completed the document)*

*Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".*

*The Bidder prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of bidding process]*

**Request for Bid No.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

To: *Centre of Digital Communication, Ministry of Information & Broadcasting*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;



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In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

- (f) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: [*Specify in detail each discount offered*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 23.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period.
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain performance security in accordance with the bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 19**;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of*];
- (l) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder:** \**[insert complete name of Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\* *[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*



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\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.





### Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of bid submission]

No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member : [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



### Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of RFB process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: [insert Bidder's legal name]
2. Bidder's JV Member's name: [insert JV's Member legal name]
3. Bidder's JV Member's country of registration: [insert JV's Member country of registration]
4. Bidder's JV Member's year of registration: [insert JV's Member year of registration]
5. Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6. Bidder's JV Member's authorized representative information Name: [insert name of JV's Member authorized representative] Address: [insert address of JV's Member authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative] Email Address: [insert email address of JV's Member authorized representative]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



### Form of Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
Place of registration: *[insert]*  
Principal place of business: *[insert]*  
Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Supplies delivered (*insert period*) years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last (*insert period*) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of PA and contact person	Type of Supplies provided and year of completion	Value of Contract
(a)			
(b)			

- 1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.3(d).



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Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed sub-contracts and firms involved. Refer to GCC 18.

Sections of the Services	Value of Sub-contract	Sub-contractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last (*insert period*) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.10 Information regarding any litigation, current or within the last (*insert period*) years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.





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- 1.12 Statement of compliance with the requirements of ITB 3.4.
- 1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.11 - 1.12 above shall be provided for each members of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that
- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

- (a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or *[delete statement which does not apply]*

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_



**Form FIN**  
**Financial Situation and Performance**

*[The following table shall be filled in for the Bidder and for each member of a Joint Venture]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate, )				
	FY-21-22	FY-20-21	FY-19-20		
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
<b>Cash Flow Information</b>					

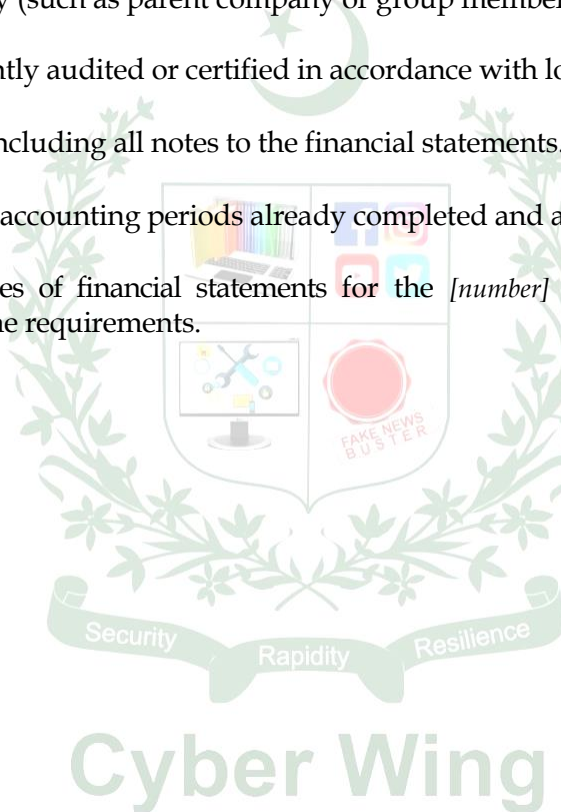


Cash Flow from Operating Activities					
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## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements for the *[number]* years required above; and complying with the requirements.





**Average Annual Turnover (Annual Sales Value)**

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

RFB No. and title: [insert RFB number and title]

Page [insert page number] of [insert total number] pages

Annual turnover data			
Year	Currency	Exchange rate	PKR equivalent
[indicate calendar year]	[indicate currency]		
		Average Annual Turnover *	

\* Total PKR equivalent for all years divided by the total number of years.



## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. In information systems procurement, the Contract Price (and payment schedule) should be linked as much as possible to achievement of operational capabilities, not just to the physical delivery of technology*

Preamble:

Procuring agency should highlight any special requirements of the Information System and Contract in a Preamble to the Price Schedules. The following is an example of one such preamble;

1. The Price Schedules are divided into separate Schedules as follows:
  - i. Supply and Installation Cost Sub-Table(s)
  - ii. Recurrent Cost Sub-Tables(s)
  - iii. Grand Summary Cost Table
  - iv. *[ insert: any other Schedules as appropriate ]*
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these Bidding Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.

### Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 15. Prices correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.
6. The Bidder exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Procuring Agency will correct any arithmetic error.
7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in the two-stage SBD), no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.

### Supply and Installation Cost Table

*As necessary for supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed. Costs reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.*



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				Unit Prices / Rates			Total Prices		
				Supplied Locally	Supplied from Abroad		Supplied Locally	Supplied from Abroad	
Component No.	Component Description	Country of Origin Code	Quantity	[ insert: local currency ]	[ insert: local currency ]	[ insert: foreign currency A ]	[ insert: local currency ]	[ insert: local currency ]	[ insert: foreign currency A ]
Subtotals (to [ insert: line item ] of Supply and Installation Cost Summary Table)									

**Note:** - - indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	

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**Recurrent Cost Sub-Table** *[insert: identifying number]*

*The detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration. Costs reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.*

Component No.	Component	Maximum all-inclusive costs (for costs in <i>[ insert: currency ]</i> )						Sub-total for <i>[ insert: currency ]</i>
		Y1	Y2	Y3	Y4	...	Yn	
	Annual Subtotals:							--
Cumulative Subtotal (to <i>[ insert: currency ]</i> entry for <i>[ insert: line item ]</i> in the Recurrent Cost Summary Table)								

Name of Bidder:	
Authorized Signature of Bidder:	

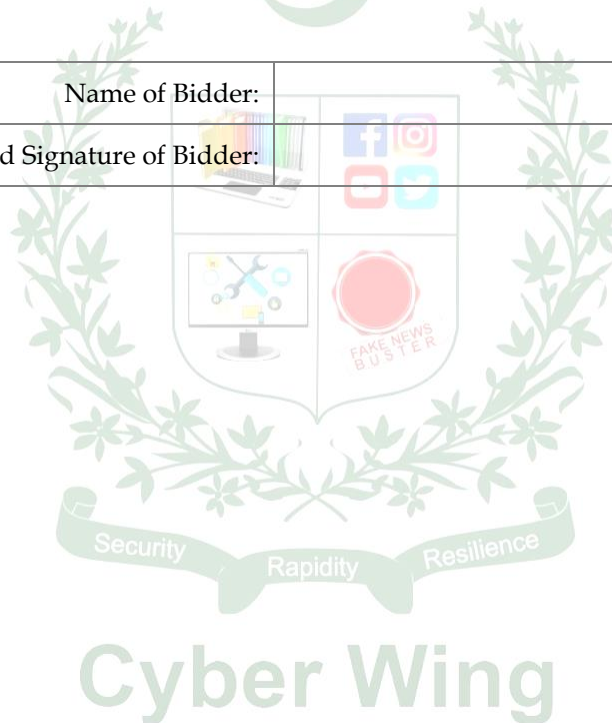
Note: The cost for maintenance be quoted after expiry of the warranty period e.g. if a component is having three year warranty than the price charged for such maintenance shall be applicable after expiry of the warranty period.



### Grand Summary Cost Table

		[ insert: <i>Local Currency</i> ] Price	[ insert: <i>Foreign Currency</i> ] Price
1.	Supply and Installation Costs		
2.	Recurrent Costs		
3.	Grand Totals (to Bid Submission Form)		

Name of Bidder:
Authorized Signature of Bidder:







### Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

#### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of product]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Therapeutic Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

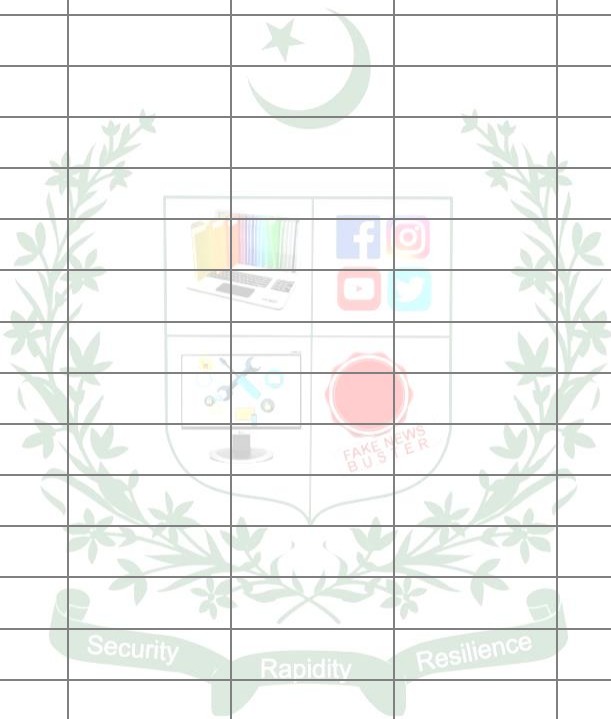
Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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### Software List

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software



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### General Information Form

All individual firms and each partner of a Joint Venture that are bidding complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s).

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of beneficial owners along with shares percentage			
Name		Nationality	Share Percentage
1.			
2.			
3.			
4.			
5.			

To be completed by all owners of partnerships or individually owned firms.

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**Details of Contracts of Similar Nature and Complexity**

Name of Bidder or partner of a Joint Venture

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Procuring Agency: <b><i>Centre of Digital Communication, Ministry of Information &amp; Broadcasting</i></b>	
3.	Procuring Agency address: <b><i>4<sup>th</sup> Floor, Cabinet Secretariat, Islamabad</i></b>	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency	Currency
7.	Equivalent amount PKR Total contract: _____; Subcontract: _____;    Partner share: _____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed PKR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and PKR amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

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### Form of Bid Security

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary: Centre of Digital Communication, Ministry of Information & Broadcasting,**

**4<sup>th</sup> Floor, Cabinet Secretariat, Islamabad**

**No.:** *[Procuring Agency to insert reference number for the Request for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.



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This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee be received by us at the office indicated above on or before that date.

---

[Signature(s)]

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*





**Form of Bid-Securing Declaration**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration be in the name of all members to the Joint Venture that submits the Bid.]*





## Letter of Acceptance

*[Letter head paper of the Procuring Agency]*

*[date]*

To: *[name and address of the Supplier]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

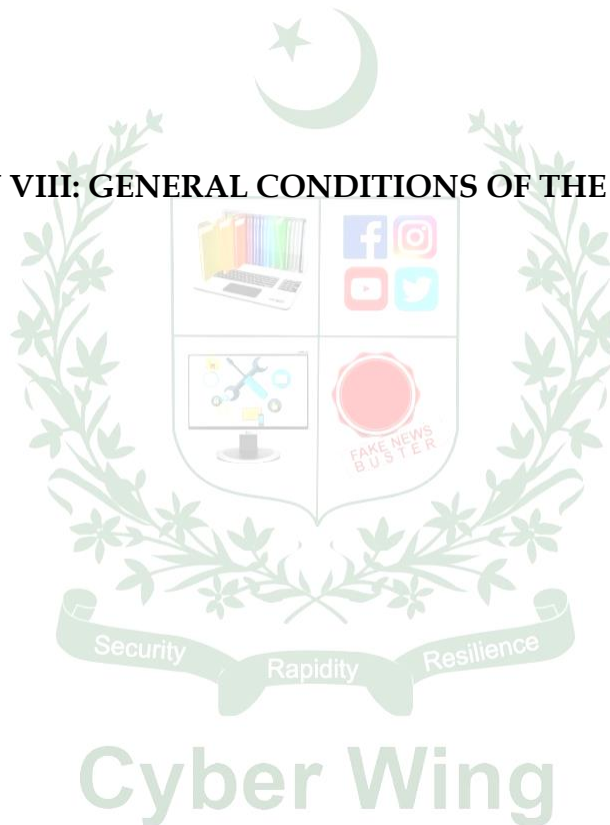
Attachment: Contract

Copy: Appointing Authority and Supplier

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**SECTION VIII: GENERAL CONDITIONS OF THE CONTRACT**



## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	<b>Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a) <b>“Authority”</b> means Public Procurement Regulatory Authority.
			b) The <b>“Arbitrator”</b> is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract <b>GCC Clause 45</b> hereunder.
			c) The <b>“Contract”</b> means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d) The <b>“Commencement Date”</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .
			e) <b>“Completion”</b> means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f) <b>“Country of Origin”</b> means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .
			g) The <b>“Contract Price”</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h) <b>“Effective Contract date”</b> is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in <b>GCC Clause 5</b> .
			i) <b>“Procuring Agency”</b> means the person named as Procuring Agency in the <b>SCC</b> and the legal successors in title to this person, procuring the Goods and related service, as named in <b>SCC</b> .
			j) <b>“Related Services”</b> means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training,

			initial maintenance and other such obligations of the Supplier covered under the Contract.
		k)	<b>"GCC"</b> means the General Conditions of Contract contained in this section.
		l)	<b>"Intended Delivery Date"</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.
		m)	<b>"Information System,"</b> also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract
		n)	<b>"SCC"</b> means the Special Conditions of Contract.
		o)	<b>"Supplier"</b> means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
		p)	<b>"Project Name"</b> means the name of the project stated in SCC.
		q)	<b>"Day"</b> means calendar day.
		r)	<b>"Eligible Country"</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		s)	<b>"End User"</b> means the organization(s) where the goods will be used, as named in the SCC.
		t)	<b>"Origin"</b> means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
		u)	<b>"Force Majeure"</b> means an unforeseeable event which is beyond reasonable control of either 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.



			For the purposes of this Contract, <b>“Force Majeure”</b> means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		v)	<b>“Specification”</b> means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
		w)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
<b>2.</b>	<b>Application and interpretation</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.



		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement</li> <li>(6) Specifications</li> <li>(7) Contractor's Bid, and</li> <li>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>
3.	<b>Conditions Precedent</b>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> <li>a) Submission of performance Security (or guarantee) in the form specified in the SCC;</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee.</li> </ol>
		3.2	<p>If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.3	<p>If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	<b>Governing Language</b>	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to <b>GCC Clause 3.1</b>, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	<b>Applicable Law and Effectiveness of the contract</b>	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.</p>

		5.2	The Contract shall be effective from the date specified in the SCC,
6.	<b>Country of Origin</b>	6.1	The origin of goods and services making information systems may be distinct from the nationality of the Supplier.
7.	<b>Scope of the Information System</b>	7.1	Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan
		7.2	The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
		7.3	The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings
8.	<b>Supplier's Responsibilities</b>	8.1	The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.



	8.2	<p>The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract</p>
	8.3	<p>The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.</p>
	8.4	<p>The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract.</p>
	8.5	<p>The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency.</p>





		8.6	The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
		8.7	Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country.
		8.8	The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.
		8.9	Other Supplier responsibilities, if any, are as stated in the SCC.
<b>9.</b>	<b>Procuring Agency's Responsibility</b>	9.1	The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract.
		9.2	The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.
		9.3	The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.



	9.4	If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
	9.5	In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
	9.6	The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion
	9.7	Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
	9.8	The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.



		9.9	The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
		9.10	The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
		9.11	Other Procuring agency responsibilities, if any, are as stated in the SCC.
<b>10. Prices</b>		10.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		10.2	Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
<b>11. Payment</b>		11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		11.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
		11.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.



		11.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		11.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to <b>GCC Clause 11.4</b>
<b>12. Performance Guarantee</b>		12.1	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		12.2	The Performance Guarantee shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.
		12.3	The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
<b>13. Taxes and Duties</b>		13.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		13.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		13.3	A local Supplier shall be entirely responsible for all Government taxes, duties, license fees, etc., incurred until the supply of the information system to the Procuring Agency.
<b>14. Copy Rights</b>		14.1	The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
		14.2	The Procuring agency agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials



		14.3	The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC
		14.5	As applicable, the Procuring agency's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Procuring agency. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring agency may consider necessary or desirable to perfect the right, title, and interest of the Procuring agency in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring agency, and where permitted by applicable law, ensure that the holder of such a moral right waives it.
		14.6	The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are <b>specified in the SCC and in accordance with the SCC</b>
15.	<b>Software License Agreements</b>	15.1	Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring agency, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software. Such license to access and use the Software shall:  (a) be:  (i) nonexclusive;



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			<ul style="list-style-type: none"><li>(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41;</li><li>(iii) valid throughout the territory of the Procuring agency's Country (or such other territory as specified in the SCC); and</li><li>(iv) subject to additional restrictions (if any) as specified in the SCC.</li></ul>
		<ul style="list-style-type: none"><li>b) permit the Software to be:<ul style="list-style-type: none"><li>(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;</li><li>(ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;</li><li>(iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;</li></ul></li></ul>	



		<p>(iv) reproduced for safekeeping or backup purposes;</p> <p>(v) customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</p> <p>(vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</p>
		<p>(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.</p>
		<p>15.2 The Standard Software may be subject to audit by the Supplier, in accordance with the terms <b>specified in the SCC</b>, to verify compliance with the above license agreements.</p>
16.	<b>Confidential Information</b>	<p>16.1 Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.</p>
		<p>16.2 For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.</p>

	16.3	<p>Notwithstanding GCC Clauses 16.1 and 16.2:</p> <ul style="list-style-type: none"> <li>(a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and</li> <li>(b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,</li> </ul> <p>in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.</p>
	16.4	<p>The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.</p>
	16.5	<p>The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> <li>(a) now or hereafter enters the public domain through no fault of the Receiving Party;</li> <li>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</li> <li>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.</li> </ul>





		16.6	The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
		16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
17.	<b>Project Plan</b>	17.1	In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		17.2	The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC
		17.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35.
		17.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract
		17.5	The Progress and other reports <b>specified in the SCC</b> shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements.
18.	<b>Sub-Contracting</b>	18.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract



		18.2	The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it seek the Procuring agency's prior approval under GCC Clause 18.3.
		18.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement.
19.	<b>Procurement and Delivery</b>	19.1	Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site
		19.2	Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements
		19.3	Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld.
20.	<b>Transportation</b>	20.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring agency's instructions to the Supplier.



		20.2	The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
		20.3	Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.



<p>21.</p>	<p><b>Documents</b></p>	<p>21.1</p>	<p>Unless otherwise <b>specified in the SCC</b>, the Supplier will provide the Procuring agency with shipping and other documents, as specified below;</p> <p>(i) For Goods supplied from outside the Procuring agency's Country:</p> <p>Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <p>(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>(b) usual transportation documents;</p> <p>(c) insurance certificate;</p> <p>(d) certificate(s) of origin; and</p> <p>(e) estimated time and point of arrival in the Procuring agency's Country and at the site.</p> <p>(ii) For Goods supplied locally (i.e., from within the Procuring agency's country):</p> <p>Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate:</p> <p>(a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;</p> <p>(b) delivery note, railway receipt, or truck receipt;</p> <p>(c) certificate of insurance;</p> <p>(d) certificate(s) of origin; and</p> <p>(e) estimated time of arrival at the site.</p>
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			<p>(iii) Customs Clearance</p> <p>(a) The Procuring agency will bear responsibility for, and cost of, customs clearance into the Procuring agency's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Procuring agency's country in the Price Schedules referred to by Article 2 of the Contract Agreement.</p> <p>(b) At the request of the Procuring agency, the Supplier will make available a representative or agent during the process of customs clearance in the Procuring agency's country for goods supplied from outside the Procuring agency's country. In the event of delays in customs clearance that are not the fault of the Supplier:</p> <p>(c) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 26; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.</p>
22.	<b>Product Upgrades</b>	22.1	At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Procuring agency the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.
		22.2	At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring agency any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Procuring agency's Country.



			<p>During performance of the Contract, the Supplier shall offer to the Procuring agency all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Procuring agency's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.</p>
<b>23. Inspections and Test</b>	23.1		<p>The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.</p> <p><b>SCC</b> and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.</p>
	23.2		<p>The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination.</p> <p>If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.</p>
	23.3		<p>Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency.</p>
	23.4		<p>The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin.</p>



		23.5	The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected
		23.6	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.
<b>24.</b>	<b>Installation of the System</b>	24.1	As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing





		<p>24.2 The Project Director shall, within twenty one (21) working days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System.</p> <p>The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Director has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1.</p> <p>The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p>
		<p>24.3 If the Project Director fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within twenty one (21) working days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.</p>





25.	<b>Commissioning</b>	25.1	<p>Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) immediately after the Installation Certificate is issued by the Project Director, pursuant to GCC Clause 24.2; or</li> <li>(b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or</li> <li>(c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3.</li> </ul>
		25.2	<p>The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.</p> <p>Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing</p>
26.	<b>Operational Acceptance Tests</b>	26.1	<p>The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.</p> <p>At the Procuring agency's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p>

		26.2	If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.
27.	<b>Operational Acceptance</b>	27.1	<p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <ul style="list-style-type: none"> <li>a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or</li> <li>b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or</li> <li>c) the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring agency and document such use</li> </ul>
		27.2	At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Director requesting the issue of an Operational Acceptance Certificate.
		27.3	<p>After consultation with the Procuring agency, and within fourteen (14) days after receipt of the Supplier's notice, the Project Director shall:</p> <ul style="list-style-type: none"> <li>(a) issue an Operational Acceptance Certificate; or</li> <li>(b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or</li> <li>(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises.</li> </ul>

		<p>27.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Director has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring agency, and the Procuring agency, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring agency of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The Procuring agency shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p>
		<p>27.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either:</p> <p>(a) the Procuring agency may consider terminating the Contract, pursuant to GCC Clause 41;</p> <p>or</p> <p>(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring agency to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.</p>
		<p>27.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Director fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Director has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice</p>



28.	<b>Partial Acceptance</b>	28.1	If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2
		28.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		28.3	In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Director shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring agency or Supplier.
29.	<b>Warranty/ Defect Liability Period</b>	29.1	The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Information System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.



		29.2	This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the SCC.
		29.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		29.4	Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier
		29.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
30.	<b>Intellectual Property Rights Indemnity</b>	30.1	<p>The Supplier shall indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring agency or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> <li>(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;</li> <li>(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and</li> <li>(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring agency's breach of GCC Clause 30.2.</li> </ul>

		30.2	Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.
		30.3	Such indemnities shall also not apply if any claim of infringement: <ul style="list-style-type: none"> <li>(a) is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization;</li> <li>(b) is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or</li> <li>(c) results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier</li> </ul>
31.	<b>Insurance</b>	31.1	Not Applicable
32.	<b>Limitation of Liability</b>	32.1	Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the Procuring agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and</li> <li>(b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement</li> </ul>
33.	<b>Related Services</b>	33.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;



		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided.
		33.2	Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
<b>34. Change Orders</b>		34.1	The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		34.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		34.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
<b>35. Contract Amendments</b>		35.1	Subject to <b>GCC Clause 34</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.



<b>36.</b>	<b>Assignment</b>	36.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
<b>37.</b>	<b>Sub-contracts</b>	37.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
<b>38.</b>	<b>Delays in the Supplier's Performance</b>	38.1	Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		38.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		38.3	Except as provided under <b>GCC Clause 41</b> , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to <b>GCC Clause 39</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 38.2</b> without the application of liquidated damages.
<b>39.</b>	<b>Liquidated Damages</b>	39.1	Subject to <b>GCC Clause 41</b> , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in <b>SCC</b> . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to <b>GCC Clause 40</b> .



40.	<b>Termination for Default</b>	40.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		40.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		40.3	For the purpose of this clause:
			<b>"Corrupt and Fraudulent Practice"</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		40.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to <b>GCC Clause 26.1</b> , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

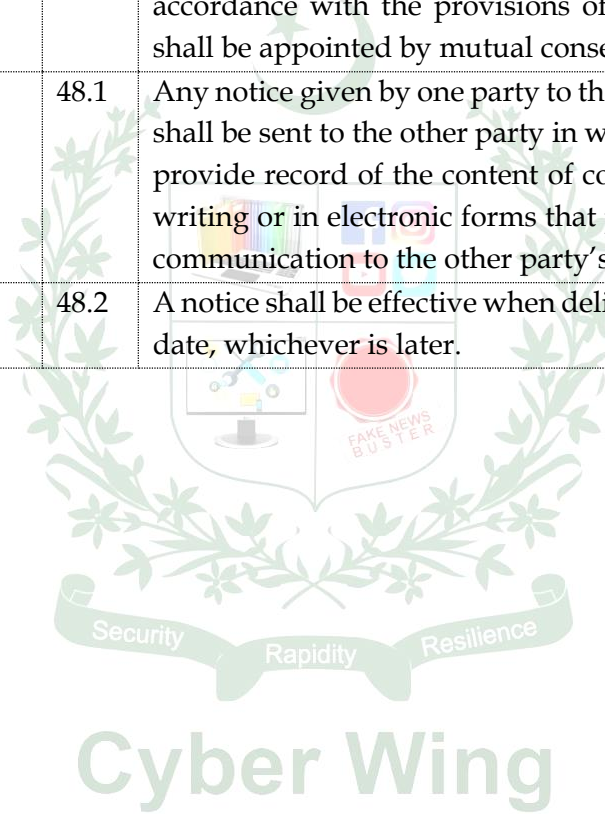
<p><b>41. Termination for Force Majeure</b></p>	<p>41.1</p>	<p>Notwithstanding the provisions of <b>GCC Clauses 38, 39, and 40</b>, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
	<p>41.2</p>	<p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p><b>42. Termination for Insolvency</b></p>	<p>42.1</p>	<p>The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.</p>



<b>43. Termination for Convenience</b>	43.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	43.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect:
	a)	To have any portion completed and delivered at the Contract terms and prices; and / or
	b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
<b>44. Transfer of Ownership</b>	44.1	With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
	44.2	Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements
	44.3	Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
<b>45. Disputes Resolution</b>	45.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
	45.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
<b>46. Procedure for Disputes Resolution</b>	46.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.



		46.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		46.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.
47.	<b>Replacement of Arbitrator</b>	47.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
48.	<b>Notices</b>	48.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		48.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.





## SECTION IX: SPECIAL CONDITIONS OF THE CONTRACT (SCC)





## Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1	The Procuring Agency is: <i>Centre of Digital Communication, Ministry of Information &amp; Broadcasting</i>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>National Information &amp; Media Archival Repository (NIMAR)</i>
<b>Governing Language (GCC 4)</b>		
4.	4.1	The Governing Language shall be: <b>English</b>
<b>Applicable Law (GCC 5)</b>		
5.	5.1	The Applicable Law shall be: Laws of the <b>Land</b>
	5.2	The Contract shall be effective from the date of <b>Acceptance</b>
<b>Country of Origin (GCC 6)</b>		
6.	6.1	Country of Origin is <b>Pakistan</b>
<b>Scope of the System (GCC 7)</b>		
7.	7.1	The Scope of the System is <b>NIMAR</b>
<b>Supplier Responsibilities (GCC 8)</b>		
8.	8.1	The Supplier shall have the following additional responsibilities: <ul style="list-style-type: none"><li>• <i>The contractor will submit a security certificate that System/Solution/IT equipment provided does not contain any</i></li></ul>

		<p><i>hidden backdoors/Vulnerabilities which can be exploited by any individual/organization/3<sup>rd</sup> Party to access the system.</i></p> <ul style="list-style-type: none"> <li>• <i>The supplier will ensure NTISB evaluation certificate for all IT/ Security Solution and Equipment at the time of acceptance.</i></li> <li>• <i>PTA approved equipment/product/solution/item should be proposed, if applicable.</i></li> </ul>
<b>Payment (GCC 11)</b>		
9.	11.1	<p><b>Payment for Goods and Services supplied:</b></p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>(i) <b>Advance Payment:</b> 25 percent of the Contract Price, shall be paid, only if required, within Sixty (60) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency.</p> <p>(ii) <b>On Delivery:</b> 75 percent of the Contract Price after adjustment of Advance Payment, if any, shall be paid on receipt of the Goods and upon submission of the documents specified in <b>GCC Clause 11</b>.</p> <p>(iii) <b>On Acceptance:</b> The remaining 25 percent of the Contract Price shall be paid to the Supplier after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
<b>Performance Guarantee (GCC 12)</b>		
10.	12.1	The amount of performance guarantee, as a percentage of the Contract Price, shall be: <i>Five (05) percent of the Contract Price</i>
11.	12.4	After delivery and acceptance of the Information System, 75 percent of the Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with <b>GCC Clause 29</b> .
<b>Taxes and Duties (GCC 13)</b>		
12.	13.	<i>There are no Special Conditions of Contract applicable to GCC Clause 13.</i>

<b>Copy Rights (GCC 14)</b>		
13.	14.3	The Procuring agency may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software.
14.	14.4	The Procuring agencies and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows: <ul style="list-style-type: none"> <li>• <i>Procuring Agency will be the sole Owner for all the customized software or its components and have all the rights on the system.</i></li> </ul>
15.	14.5	<i>No software escrow contract is required for the execution of the Contract.</i>
<b>Software License Validity (GCC 15)</b>		
16.	15.1 (a)(iii)	The Standard Software license shall be valid <b><i>“throughout the territory of the Procuring agency’s Country or Abroad;”</i></b>
17.	15.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions <b><i>“none”</i></b>
18.	15.1(b)(ii)	The other Software licenses shall permit the Software to be used or copied for use or transferred to a replacement computer/systems/solution.
19.	15.1(b)(vii) )	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by all the departments of Ministry of Information and Broadcasting or working with NIMAR
<b>Confidential Information (GCC 16)</b>		
20.	16.1	<b><i>Supplier should ensure confidentiality of this contract and shall not disclose any contents specially the technologies and prices to any third party.</i></b>
21.	16.7	<i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for “the period specified in the GCC” or 10 years.</i>



<b>Project Plan (GCC 17)</b>		
22.	17.1	<p>Chapters in the Project Plan shall address the following, subject to each LOT of the project:</p> <ul style="list-style-type: none"> <li><i>a. Delivery and Installation Plan</i></li> <li><i>b. Training Plan</i></li> <li><i>c. Pre-commissioning and Operational Acceptance Testing Plan</i></li> <li><i>d. Warranty Service Plan</i></li> <li><i>e. Task, Time, and Resource Schedules</i></li> <li><i>f. Post-Warranty Service Plan (if applicable)</i></li> <li><i>g. Technical Support Plan (if applicable)</i></li> </ul>
23.	17.2	<p>Within <i>fifteen (15)</i> days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Agency.</p> <p>The Procuring agency shall, within <i>Seven (07) working</i> days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 17.2 called “non-conformities” below).</p> <p>The Supplier shall, within <i>three (3)</i> days of receipt of such notification, correct the Project Plan and resubmit to the Procuring agency.</p> <p>The Procuring Agency shall, within <i>five (5)</i> days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities.</p> <p>This procedure shall be repeated as necessary until the Project Plan is free from non-conformities.</p> <p>When the Project Plan is free from non-conformities, the Procuring agency shall provide confirmation in writing to the Supplier.</p> <p>This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the Procuring agency and the Supplier.</p>

<b>Sub-Contracting (GCC 18)</b>		
24.	18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.</i>
<b>Transportation (GCC 19)</b>		
25.	20.1	The Supplier <i>shall</i> be free to use transportation through carriers registered in any eligible country and <i>shall</i> obtain insurance from any eligible source country.
<b>Documents (GCC 21)</b>		
26.	21.1	The Supplier shall provide to the Procuring agency documents <i>as specified in the GCC.</i>
<b>Products Upgrade (GCC 22)</b>		
27.	22.1	The Supplier shall provide the Procuring agency <i>with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC</i>
<b>Inspections and Tests (GCC 23)</b>		
28.	23.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 23.</i>
<b>Installations (GCC 24)</b>		
29.	24.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 24.</i>
<b>Operational Acceptance Test (GCC 26)</b>		
30.	26.1	Operational Acceptance Testing shall be conducted in accordance with <i>Tier-III Standards for DCF or the Subsystems, the tests, the test procedures, and the required results for acceptance accordingly</i>

<b>Defect Liability (GCC 29)</b>		
31.	29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as per standards or agreed terms and conditions.
32.	29.3	<i>"All Standard Software have been commercially available in the market for at least three months"</i>
33.	29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for <i>36 months or standard warranty provided by OEM, whichever is higher.</i>
34.	29.10	During the Warranty Period, the Supplier commence the work necessary to remedy defects or damage within <i>24/7/4</i> of notification.
<b>Intellectual Property Rights Indemnity</b>		
35.	30.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i>
<b>Related Services (GCC Clause 33)</b>		
36.	33.1	Related services to be provided are:  1. Maintenance Service shall be provided by supplier for Gen Set, Power equipment, CCTV Cameras, Video Wall.
<b>Change Orders (GCC 34)</b>		
37.	34.1	<i>"There are no Special Conditions of Contract applicable to GCC Clause 34."</i>
<b>Assignment (GCC 36)</b>		
38.	36.1	Contract can be assigned (YES )
<b>Liquidated Damages (GCC Clause 39)</b>		
39.	39.1	Applicable rate: <i>0.5% per day</i>

**Procedure for Dispute Resolution (GCC Clause 45)**

40.	45.1	<p><b>Dispute Resolution</b></p> <p><b>(a) <u>For Contracts to be entered with nationals of Pakistan:</u></b></p> <ol style="list-style-type: none"> <li>1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</li> <li>2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</li> <li>3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>Islamabad</i> and proceedings will be conducted in <i>English/Urdu</i> language.</li> <li>4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</li> <li>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</li> </ol>
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		6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.
<b>Notices (GCC Clause 48)</b>		
41.	48.1	– Centre of Digital Communication, Ministry of Information and Broadcasting, 4 <sup>th</sup> Floor, Cabinet Secretariat, Islamabad.  – <i>Supplier's address for notice purposes:</i>





## SECTION X: CONTRACT FORMS





## Form of Contract

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [*name and address of Procuring Agency*] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related-services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of Contract;
  - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the General Conditions of the Contract;
  - (g) the Procuring Agency’s Letter of Acceptance; and
  - (h) [*add here: any other documents*]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Supplier: .....







## Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

**Cyber Wing**

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*[name of bank or financial institution]*

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*[address]*

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*[date]*



## Integrity Pact

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

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

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

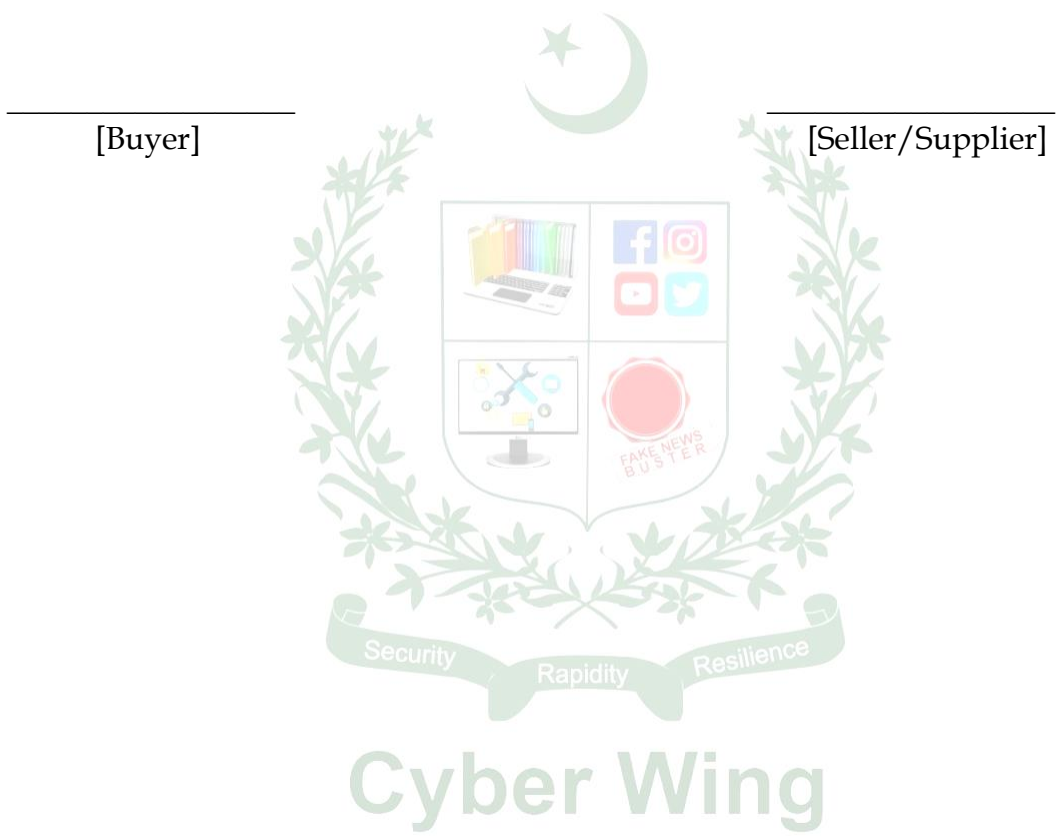
Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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



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



[Buyer]

[Seller/Supplier]

**EVALUATION CRITERIA**

References and supporting documentation required as evidence for each: In case of JV, marks shall be evaluated jointly for all members unless stated otherwise. The requirement of documents for evidence as indicated in the table below is applicable to all members of JV unless specified otherwise.

Sr. No.	Criteria	Max. Marks	Comment/Description	Documents
1	Relevant Experience in providing similar kind and size of solutions especially in public sector organizations	15	5 Points per solution but not more than 15 in totality	Copy of Agreement OR any other valid document for evidence along with product delivery Report
2	Customer satisfaction certificate	15	5 Points per solution but not more than 15 in totality	Satisfaction Certificate along with their Contact Information
3	The OEM or official distribution have presence in Pakistan	10	Y=∑ (No. of years of presence) Y= 3 years (05 points) Y> 3 years (10 points)	
4	HR/Staff Strength	20	Proposed per Product / Solution Certified Professionals = 05 Points per certified professional (Max 30 points)	1. Professional Certifications
5	Annual Financial Turnover (At least For past Two Years - PKR)	10	100 M = 05 Points > PKR. 100 M = 10 Points	Audited Financial Statement for the last 02 Fiscal Years along with tax returns
6	Turnkey Solution	10	Bidder will be awarded 10 marks if Turnkey solution is proposed	-
7	Misc. Requirements	35	Delivery Plan with timelines = 05 Points Longer Warranty period, after sale service, and/or post installation/commissioning support (After 03 Years) = 05 Point for each additional year (Max 10 points) Any additional Feature with in same cost = 02 points for each Feature (Max 10 points) Support/Response time: Time ≤ 6 Hrs (05 points) Time ≤ 24 Hrs (01 point) Onsite Maintenance: 05 Points	

8	Road Map of proposed Products / Solutions	10	$Y = \sum$ (No. of years of Roadmap) $Y < 02$ years (Not Acceptable) $Y \geq 02$ years (05 points) $Y \geq 05$ years (10 points)	
9	Technical requirements / Specifications mentioned in Section VI against each product / solution Categories	-	<b>Against each requirement / specification:</b> Full Compliance = 03 Marks Partial Compliance = 01 Marks	-

