



FINANCE DEPARTMENT
GOVERNMENT OF SINDH

BID INQUIRY NO. FD (CTC-I) 03 (05) / 2023-2024

BIDDING DOCUMENT

SERVICE LEVEL AGREEMENT (SLA) ON COMPLETE PACKAGE BASIS

**PROCUREMENT OF MAINTENANCE AND SUPPORT SERVICES
FOR TIER-I DATA CENTRE OF FINANCE DEPARTMENT,
GOVERNMENT OF SINDH (SECRETARIAT) KARACHI**

Last Day, Date & Time for Issuance of Bidding Document:	Tuesday, the 16 th July, 2024 till 05:00 pm
Bid Submission Day, Date & Time:	Wednesday, the 17 th July, 2024 on or before 11:00 am
Bid Opening Day, Date & Time:	Wednesday, the 17 th July, 2024 at 12:00 Noon
Pre-Bid Meeting Day, Date Time & Venue:	Monday, the 8 th July, 2024 at 03:00 pm at General Committee Room, 01 st Floor, Finance Department, A.K Lodhi Block, Building No. 06, Sindh Secretariat, Kamal-Atta-Turk Road, Karachi.
Cost of Document:	Rs. 2,000/- (Rupees: Two Thousand) Only

For Issuance & Submission of Bidding Document

Address: Room No. 171, Care Taker Cell-I, Ground Floor, Finance Department,
Government of Sindh, Building No.06, Sindh Secretariat A.K Lodhi Block, Kamal Atta-
Turk Road, Karachi-Pakistan: E-mail: procurementfd@finance.gos.pk
Website: <https://finance.gos.pk/>
Telephone no: +92-21-99222113; Fax no: +92-21-99222110



BIDDING DOCUMENT

SERVICE LEVEL AGREEMENT (SLA) FOR DATA CENTRE (2023-24)

MUHAMMAD ALI SHAIKH
Deputy Secretary
Finance Department
Government of Sindh

SUMMARY

Notice Inviting Tender

Invitation for Bids – **Procurement of Maintenance and Support Services for Tier-I Data Centre of Finance Department, Government of Sindh (Secretariat) Karachi**

Bidding Document

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- Section III** Qualification and Evaluation Criteria
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PREFACE

1. The Finance Department, Government of Sindh serves as the guardian of the Provincial Exchequer and assumes the role of managing all financial aspects concerning the Provincial Government. The execution of these operations necessitates the management of a substantial amount of data in both Physical and Digital formats to efficiently handle and embrace technology for this purpose.
2. In response to the present and future latest technology demands for Finance Department, Government of Sindh (the 'Procuring Agency'), the Competent Authorities have decided to establish a Data Centre at Tier-I level in the premises of Finance Department and in the year 2019, the Economic Reform Unit (ERU) Finance Department, Government of Sindh under the Sindh Public Sector Management Reform project funded by the World Bank, initiated to planning of establishment of I.T Data Centre.
3. Accordingly, the Data Centre commenced operational on January 29, 2021 and as per the initial agreement, the contractor was responsible for providing the maintenance & support services for the duration of 01-Year from the date of operational acceptance, ended on January 29, 2022 and subsequently the department hired a market based professionals/staff to manage and provide technical support for the Data Centre.
4. Since then, the Data Centre is operating without any proper maintenance, safeguards & support services which requires proper service level agreement (SLA) to maintain a stable environment and safeguards the department's valuable assets and official data / records of Government of Sindh.
5. Initially the contract for Service Level Agreement shall be the **duration of One (01) Year i.e. Twelve (12) Months which will be extend / renewal for the further next 02nd & 03rd year, subject to compliance of yearly satisfactory performance reports / KPIs, to be assessed by the Technical Committee and / or the Authorized Person of the Procuring Agency.**
6. Further, the Government of Sindh has also reserved the funds towards the procurement of said maintenance and support services (SLA) for Data Centre of Finance Department during the Current Financial Year 2023-2024 under the cost center of "KQ0045-Finance Department (Reserved) Karachi".
7. Accordingly, for the procurement of said services, the Procuring Agency has formulated the Bidding Document as per SPP Rules, 2010 (As amended from time to time) that will be made available to the Bidders in terms of SPP Rule-21(4) on or before the first date of issuance of these document on SPPRA & Procuring Agency's Official websites.
8. The Procuring Agency has also formulated the eligibility and evaluation criteria, listing all the relevant information against which a bid is to be evaluated and such evaluation shall form an integral part of this Bidding Document.

NOTICE INVITING TENDERS

INVITATION FOR BIDS

(SLA) – Procurement of Maintenance and Support Services for Tier-I Data Centre of Finance Department, Government of Sindh (Secretariat) Karachi.

IFB Ref. No: FD (CTC-I) 03(05) / 2023-2024
Karachi, dated the 26th June, 2024

1. Government of Sindh (the 'Government') has allocated the funds towards strengthening the operational activities support to the Data Centre of Finance Department (the 'Procuring Agency'), which it intends to apply part of the proceeds of this funding toward the eligible payments under the procurement contract mentioned-below:

On Complete Package Basis: (SLA) – Procurement of Maintenance and Support Services for Tier-I Data Centre of Finance Department, Government of Sindh (Secretariat) Karachi.

2. The Procuring Agency now invites sealed bids from the eligible Bidders for the procurement of Goods and related Services on complete package basis, as further detailed under this single Bidding Document issued for the said procurement.

3. Procurement will be conducted through national competitive bidding using a **single stage-two envelope bidding procedure** as specified in the Sindh Public Procurement Rules, 2010 (the 'SPP Rules'), and is open to all the eligible Bidders as defined under the Bidding Document.

4. Bidders may bid **on complete package basis** as mentioned thereunder. The contract will be awarded to the Bidder offering the most advantageous bid, provided the Bidder meet the required qualification criteria & evaluation criteria and other terms & conditions mentioned under the Bidding Document.

5. Interested Bidders may seek further information by obtaining the Bidding Document upon submission of written application alongwith a pay order / demand draft amounting to Rs. 2,000/- in favor of **Deputy Secretary (Admn & Accounts), Finance Department Government of Sindh** with effect from **26th June, 2024** to **16th July, 2024** or downloading it the same from the websites of the Procuring Agency or SPPRA <https://www.finance.gos.pk/> or <https://ppms.pprasindh.gov.pk/PPMS/>.

6. A Pre-Bid Meeting will be held on **Monday, the 8th July, 2024 at 03:00 pm** in **General Committee Room, 01st Floor, Finance Department, A.K.Lodhi Block, Building No. 06, Sindh Secretariat, Kamal-Atta-Turk Road, Karachi.**

7. Bids containing requisite or supporting documents must be delivered in a sealed envelope, clearly marking on its outer side the procurement title, at the address given below on or before **11:00 am** on **17th July, 2024**. Electronic bids will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives at the address given below at **12:00 noon** on **17th July, 2024**.

8. All the bids shall remain valid for Ninety (90) days effective from the bids' opening date and must be accompanied by a corresponding **bid security equivalent to 2% of the total quoted bid** in the shape of pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of '**Deputy Secretary (Admn & Accounts), Finance Department, Government of Sindh**'.

9. The Procuring Agency reserves the right to reject any or all bids or cancel the bidding process, in whole or in part, at any time before accepting a bid(s), subject to the relevant provisions of the SPP Rules.

10. The address referred to above is:

Attention: Deputy Secretary (Admn & Accounts)
Finance Department, Government of Sindh
Address: Room No. 41, Sixth Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.
Phone: +92 21 99222115
E-mail (I): deputysecretaryadmin&accounts@finance.gos.pk
E-mail (II): procurementfd@finance.gos.pk
Website: <https://www.finance.gos.pk/>

BIDDING DOCUMENT

(SERVICE LEVEL AGREEMENT ON COMPLETE PACKAGE BASIS)

**Procurement of Maintenance and Support Services for Tier-I
Data Centre of Finance Department, Government of Sindh
(Secretariat) Karachi.**

(SINGLE STAGE-TWO ENVELOPE BIDDING PROCESS)

IFB Reference No: FD (CTC-I) 03(05)/2023-2024
Procuring Agency: Finance Department, Government of Sindh
Address: Room No. 171, Caretaker Cell - I, Ground Floor, Finance
Department, Government of Sindh, Building No. 06, Sindh
Secretariat A.K Lodhi Block, Kamal Atta - Turk Road,
Karachi - Pakistan.
Issued on: 25th June, 2024

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PART-1- BIDDING PROCEDURES

Finance Department

SECTION I - INSTRUCTIONS TO BIDDERS

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SECTION I – INSTRUCTIONS TO BIDDERS (ITB)

A. General

- 1. Scope of Bid**
- 1.1 In connection with the notice inviting tender, an invitation for bids (IFB), specified in the **Bid data sheet ('BDS')**, the Procuring Agency, as specified in the **BDS**, issues this Bidding Document for the procurement and related support services incidental thereto, as defined in Section V – Schedule of Requirements. The name, identification, and package details of the IFB are specified in the **BDS**.
- 1.2 Throughout this Bidding Document:
- (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **BDS**, distributed or received through the electronic system used by the Procuring Agency) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means a calendar day unless otherwise specified as “business day”. A business day is any official working day and excludes any public holiday announced by the Government of Sindh.
- 2. Source of Funds**
- 2.1 The Procuring Agency specified in the **BDS** has applied for or received funds from the Government of Sindh (the “**Government**”) in an amount toward the project or scheme named in the **BDS**. The Procuring Agency intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued.
- 2.2 Payment of the funds will be made only at the request of the Procuring agency and upon approval by the Government of Sindh of the competent Authority, and in case of a project will be subject in all respect to the terms and conditions of the agreement, if any relating to a project.
- 3. Eligible Bidders**
- 3.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution, subject to ITB 3.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, as specified in the **BDS**. In the case of a joint venture, as specified in the **BDS**, all members shall be jointly and severally liable for executing the entire contract in accordance with the contract terms. **The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all of the members of the JV during the bidding process and, in the event the JV is awarded the contract during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.**
- 3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered

to have conflict of interest for the purpose of this bidding process if the Bidder is:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder or influence the decisions of the Procuring Agency regarding this bidding process; or
- (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the equipment that are the subject of the bid; or
- (f) any of its affiliates have been hired (or is proposed to be hired) by the Procuring Agency or Government for the contract implementation; or
- (g) would be providing services, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the fund) who: (i) are directly or indirectly involved in the preparation of the Bidding Document or specifications of the contract, and/ or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from a such relationship has been resolved in a manner acceptable to the extent of the bidding process and execution of the contract.

3.3 A firm that is a Bidder (either individually or as a JV member as specified in the BDS) **shall not participate in more than one bid**, except for permitted alternative bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a sub-contractor in more than one bid as specified in the BDS.

3.4 A Bidder may have the nationality of any country unless expressly mentioned otherwise in the BDS, subject to the restrictions pursuant to ITB 3.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution

or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the contract, including related Services.

- 3.5 **A Bidder that has been blacklisted by any organization shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a contract or benefit from a Government-financed contract, financially or otherwise.**
- 3.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's country may be eligible to compete and be awarded a contract(s) only if they can establish, in a manner acceptable under the SPP Rules, that they (i) **are legally and financially autonomous** (ii) **operate under commercial law**, and (iii) **are not under the supervision of the Procuring Agency.**
- 3.7 A Bidder shall not be under suspension or debarred from bidding by the Procuring Agency as the result of any action prescribed under the SPP Rules, 2010 (As amended from time to time).
- 3.8 Firms and individuals may be ineligible if so indicated in the Bidding Document and (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's country prohibits any import of Goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 3.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- 3.10 A firm that is under a sanction of debarment by the Government from being awarded a contract is ineligible to participate in this procurement.
- 4. Eligible Goods and related Services**
- 4.1 All the Goods and related Services to be supplied under the contract and funded by the Government may have their origin in any country unless expressly mentioned otherwise under the SPP Rules and other laws, as applicable.
- 4.2 For purposes of this ITB, the term "Goods" includes commodities, raw materials, machinery, I.T equipment, software and industrial plants, and "related Services" include insurance, installation of Goods & required software, training, and initial maintenance as specified under Section V – Schedule of Requirements.
- 4.3 The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

- 5. Sections of Bidding Document**
- 5.1 The Bidding Document consists of Parts 1, 2, 3, and 4, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

PART 1 Bidding Procedures

- Section I – Instructions to Bidders (ITB)
- Section II – Bidding Data Sheet (BDS)
- Section III – Qualification and Evaluation Criteria
- Section IV – Bidding Forms

PART 2 Supply Requirements

- Section V – Schedule of Requirements

PART 3 Contract

- Section VI – General Conditions of Contract (GCC)
- Section VII – Special Conditions of Contract (SCC)
- Section VIII – Contract Forms

PART 4 Appendices

- Appendix A – Integrity Pact
- Appendix B – Affidavit (Non-blacklisting)
- Appendix C – Power of Attorney

5.2 The notice inviting tenders, the invitation for bids (IFB), and any addenda or corrigenda issued by the Procuring Agency shall be treated as part of this Bidding Document.

5.3 Unless obtained directly from the Procuring Agency or downloaded from the websites of the Procuring Agency or Sindh Public Procurement Regulatory Authority ('SPPRA'), the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, **the minutes of the pre-bid meeting (if so specified in the BDS), or addenda to the Bidding Document in accordance with ITB 7. In case of contradiction, documents obtained directly from the Procuring Agency or downloaded from the authenticated websites referred to above shall prevail.**

5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its bid all the information or documentation as is required by the Bidding Document.

6. Clarification of Bidding Document

6.1 A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Agency in writing at the Procuring Agency's address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided such request is received before the deadline for submission of bids within a period specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 5.3, including a description of the inquiry without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response on the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Document, the

Procuring Agency shall amend the Bidding Document following the procedure under ITB 7 and ITB 21.2.

- 7. Amendment of Bidding Document**
- 7.1 At any time prior to the deadline for submission of bids, the Procuring Agency may amend the Bidding Document by issuing addenda in accordance with the SPP Rules.
- 7.2 Any addendum issued shall be part of the Bidding Document and communicated in writing to all who have obtained the Bidding Document from the Procuring Agency in accordance with ITB 5.3. The Procuring Agency shall also promptly publish the addendum in the leading dailies of English, Urdu & Sindhi and on the websites of the Procuring Agency and SPPRA in accordance with ITB 6.1.
- 7.3 To give prospective Bidders reasonable time to take an addendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submitting bids, pursuant to ITB 21.2

C. Preparation of Bids

- 8. Cost of Bidding**
- 8.1 The Bidder shall bear all costs associated with the preparation and submission of the bid, and the Procuring Agency shall not be responsible or liable in any case whatsoever for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid**
- 9.1 The bid and all correspondence and documents relating to it exchanged between a Bidder and the Procuring Agency shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the bid, such translation shall govern.
- 10. Documents Comprising the Bid**
- 10.1 The bid shall comprise the following:
- (a) Letter of Bid prepared in accordance with ITB 11;
 - (b) Price Schedules: completed in accordance with ITB 11 and ITB 13;
 - (c) Bid Security, in accordance with ITB 18.1;
 - (d) Alternative Bid: if permissible, in accordance with ITB 12;
 - (e) Authorization: written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with ITB 19.3;
 - (f) Qualifications: documentary evidence in accordance with ITB 16 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) Bidder's Eligibility: documentary evidence in accordance with ITB 16 establishing the Bidder's eligibility to bid;
 - (h) Eligibility of Goods and related Services: documentary evidence in accordance with ITB 15, establishing the

eligibility of the Goods and related Services to be supplied by the Bidder;

- (i) Conformity: documentary evidence in accordance with ITB 15 and 29 that the Goods and related Services conform to the Bidding Document; and
- (j) any other document required in the BDS.

- 10.2 In addition to the requirements under ITB 11.1, bids submitted by a JV, if permitted so as specified in the BDS, **shall include a copy of the Joint Venture agreement entered into by all members.** Alternatively, a letter of intent to execute the agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the agreement.
- 10.3 The Bidder shall furnish in the letter of bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this bid.

11. Letter of Bid and Price Schedules

- 11.1 The letter of bid and price schedules shall be prepared using the relevant forms provided in Section IV – Bidding Forms. The forms must be completed without alterations or substituting the text except as required under ITB 19.3. All blank spaces shall be filled in with the information requested.

12. Alternative Bids

- 12.1 Unless otherwise specified in the BDS, alternative bids shall **not** be considered.

13. Bid Prices and Discounts

- 13.1 The prices and discounts quoted by the Bidder in the letter of bid and price schedules shall conform to the requirements specified below.
- 13.2 The package and items under it must be listed and priced separately in the price schedules.
- 13.3 The price quoted in the letter of bid in accordance with ITB 11.1 shall be the total price of the bid, including any discounts offered.
- 13.4 The Bidder shall quote any discounts and indicate the methodology for their application in the letter of bid, in accordance with ITB 11.1.
- 13.5 Prices quoted by the Bidder shall be fixed during the Bidder's contract performance and not subject to variation on any account unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and rejected pursuant to ITB 28.
- 13.6 If so specified in ITB 1.1, bids are invited for the individual (**on complete package basis**, unless expressly mentioned otherwise in the BDS). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified in the document and 100% of quantities specified in the document.
- 13.7 The terms EXW, CIP, DDP, and other similar terms shall be governed by the rules prescribed in the current edition of incoterms, published by the International Chamber of Commerce, as specified in the BDS.
- 13.8 Prices shall be quoted as specified in each price schedule included in Section IV – Bidding Forms. The disaggregation of price components is required solely to facilitate comparison of bids by the Procuring Agency. This shall not limit the Procuring Agency's right

to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(a) for Goods manufactured in the Procuring Agency's country:

- (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 on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any Procuring Agency's country sales and income taxes and other taxes, including stamp duty as applicable, which will be payable on the Goods if the contract is awarded to the Bidder; and
- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (delivery site) specified in the BDS.

(b) for Goods manufactured outside the Procuring Agency's country to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency's country, as specified in the BDS;
- (ii) the price for inland transportation, insurance, and other local services, including stamp duty as applicable, required to convey the Goods from the named place of destination to their final destination (delivery site) specified in the BDS;

(c) for Goods manufactured outside the Procuring Agency's country, already imported:

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom and stamp duties and other import taxes already paid or to be paid on the Goods already imported;
- (ii) the customs duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

- (iv) any Procuring Agency's country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (delivery site) specified in the BDS.

(d) **for related Services**, other than inland transportation and other services required to convey the Goods to their final destination, whenever such related Services are specified in Section V – Schedule of Requirements, the price of each item comprising the related Services (inclusive of any applicable taxes).

14. Currencies of Bid and Payment

- 14.1 The currency (ies) of the bid and the currency (ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency's country the portion of the bid price that corresponds to expenditures incurred in the currency of the Procuring Agency's country unless otherwise specified in the BDS.
- 14.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's country as further specified and restricted in the BDS.

15. Documents Establishing the Eligibility and Conformity of the Goods and related Services

- 15.1 To establish the eligibility of the Goods and related Services in accordance with ITB 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV – Bidding Forms.
- 15.2 To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish documentary evidence that the Goods conform to the technical specifications and standards specified in Section V – Schedule of Requirements.
- 15.3 The documentary evidence may be in the form of literature, drawings, or data and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Section V – Schedule of Requirements.
- 15.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuous functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Procuring Agency.
- 15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements – Section V, are intended to be descriptive only and not restrictive. The Bidder

may offer other standards of quality, brand names, and/ or catalog numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V – Schedule of Requirements.

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| 16. Documents Establishing the Eligibility and Qualifications of the Bidder | <p>16.1 To establish the Bidder's eligibility in accordance with ITB 3, Bidders shall complete the letter of bid, included in Section IV – Bidding Forms.</p> <p>16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:</p> <ul style="list-style-type: none"> (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the manufacturer's authorization using the form included in Section IV – Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's country; (b) that, if required in the BDS, in case of a Bidder not doing business within the Procuring Agency's country, the Bidder is or will be (if awarded the contract) represented by an agent in the country 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; and (c) that the Bidder meets each qualification criterion specified in Section III – Qualification and Evaluation Criteria. |
| 17. Period of Validity of Bids | <p>17.1 Bids shall remain valid until specified in the BDS or any extended date if amended by the Procuring Agency in accordance with ITB 7. A bid not valid up to the date specified in the BDS, or any extended date requested by the Procuring Agency in accordance with ITB 7, shall be rejected by the Procuring Agency as non-responsive.</p> <p>17.2 In exceptional circumstances, before the expiry of bid validity, the Procuring Agency may request Bidders to extend their bids' validity period. The request and the responses shall be made in writing. In such a case, if bid security is asked in accordance with ITB 18, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiture of its bid security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB 17.3.</p> |
| 18. Bid Security | <p>18.1 The Bidder shall furnish, as part of its bid, a bid security, as specified in the BDS, in original form and the amount and currency specified in the BDS.</p> <p>18.2 A bid security shall be in the form of a pay order or demand draft or an unconditional bank guarantee issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of the Procuring Agency, as specified in the BDS.</p> <p>18.3 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Procuring Agency as non-responsive.</p> |

- 18.4 Bid security of unsuccessful Bidders shall be returned as promptly as possible upon the expiry of the bid validity or the successful Bidder signing of contract and furnishing the performance security pursuant to ITB 42.
- 18.5 The bid security may be forfeited if:
- (a) A Bidder requests to withdraw his or its bid after opening but within the bid validity period;
 - (b) Successful Bidder fails to furnish performance security;
 - or
 - (c) Successful Bidder fails to sign the contract;
 - (d) A Bidder does not accept the correction of the quoted amount following the correction of arithmetic errors;
 - (e) A Bidder has been found blacklisted by any agency of the Federal or Provincial Government(s).
- 18.6 **The bid security of a JV, if allowed so in the BDS, must be in the name of the JV or any members that submit the bid. If the JV has not been legally constituted into a legally enforceable JV at the bidding time, the bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 3.1 and ITB 10.2.**

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 10 and clearly mark it "Original." Alternative bids, if permitted in accordance with ITB 12, shall be clearly marked "Alternative". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS and clearly mark them "Copy". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 The Bidder shall mark as "Confidential" information in their bids that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3 The original and all copies of the bid shall be typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 19.4 **In case the Bidder is a JV, if allowed so in the BDS, the bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.**
- 19.5 Any inter-lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

- 20. Sealing and Marking of Bids**
- 20.1 The Bidder shall deliver the bid in a single, sealed package containing two separate envelopes (single stage – two envelope bidding process). Each envelope shall contain separately the financial proposal and the technical proposal;
- envelopes shall be marked as “Financial Proposal” and “Technical Proposal” in bold and legible letters to avoid confusion;
 - initially, only the envelope marked “Technical Proposal” will be opened;
 - envelope marked as “Financial Proposal” will be retained in the custody of the procuring agency without being opened;
 - procuring agency will evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - no amendments in the technical proposal will be permitted during the technical evaluation;
 - financial proposals of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the Bidders in advance;
 - financial proposal of bids found technically non-response will be returned un-opened to the respective Bidders; and bid found to be the most advantageous bid or best evaluated bid shall be accepted.
- 20.2 The inner and outer envelopes shall:
- bear the name and address of the Bidder;
 - be addressed to the Procuring Agency in accordance with ITB 21.1;
 - bear the specific identification of this bidding process indicated in ITB 1.1; and
 - bear a warning not to open before the time and date for bid opening.
- 20.3 **If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.**
- 21. Deadline for Submission of Bids**
- 21.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.
- 21.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 7 or otherwise, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall after that be subject to the deadline as extended.
- 22. Late Bids**
- 22.1 The Procuring Agency shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the Procuring Agency after the deadline for submission of bids due to any reason whatsoever shall be declared late, rejected, and returned unopened to the Bidder.

23. Withdrawal, Substitution, and Modification of Bids

- 23.1 A 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 shall include a copy of the authorization (**Power of Attorney**) in accordance with ITB 19.3 (except that withdrawal notices do not require documents/ copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 19 and 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Substitution", or "Modification" as the case may be; and
 - (b) received by the Procuring Agency prior to the deadline prescribed for submission of bids, in accordance with ITB 21.
- 23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.
- 23.3 No bid shall be withdrawn, substituted, or modified between the deadline for submission and opening of bids and the expiration of the period of bid validity specified by the Bidder on letter of bid or any extension thereof.

24. Bid Opening

- 24.1 Except as in the cases specified in ITB 22 and ITB 23.2, the Procuring Agency shall, at the bids opening, publicly open and read out all bids received by the deadline at the date, time, and place specified in the BDS in presence of Bidders representatives who choose to attend.
- 24.2 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. If the withdrawal envelope does not contain a copy of a power of attorney confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bids opening.
- 24.3 Next, envelopes marked "Substitution" shall be opened, read out, and exchanged with the corresponding bid being substituted. The substituted bid shall not be opened but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.
- 24.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total bid prices, per item if applicable, including any discounts and alternative bids; the presence or absence of bid security, as required;

and any other details as the Procuring Agency may consider appropriate at that time.

- 24.6 Only bids, alternative bids, and discounts that are opened and read out at bid opening shall be considered further in the evaluation. The letter of bid and the price schedules are to be initialed by representatives of the Procuring Agency attending the bid opening in the manner specified in the BDS.
- 24.7 **The Procuring Agency shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 22.1).**
- 24.8 The Procuring Agency shall prepare a record of the bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the bid price (item-wise) if applicable, including any discounts;
 - (c) any alternative bids;
 - (d) the presence or absence of bid security.
- 24.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders upon the final bid evaluation.

E. Evaluation and Comparison of Bids

25. Confidentiality

- 25.1 Information relating to the bids' evaluation and recommendation of the contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the announcement of the evaluation report is transmitted to all Bidders in accordance with ITB 37.
- 25.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or contract award decisions may result in the rejection of its bid.
- 25.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of announcement of the evaluation report, if any Bidder wishes to contact the Procuring Agency on any matter related to the bidding process, it should do so in writing.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder with respect to its bid that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the Bidder's response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids, in accordance with ITB 30.

- 26.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Procuring Agency's request for clarification, its bid may be rejected.
- 27. Deviations, Reservations, and Omissions**
- 27.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 28. Determination of Responsiveness**
- 28.1 The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.
- 28.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and related Services specified in the contract; or
 - (ii) limit in any substantial way inconsistent with the Bidding Document, the Procuring Agency's rights, or the Bidder's obligations under the contract; or
 - (b) if rectified, it would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 28.3 The Procuring Agency shall examine the technical aspects of the bid submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of Section V – Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 28.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correcting the material deviation, reservation, or omission.
- 29. Nonconformities, Errors and Omissions**
- 29.1 Provided that a bid is substantially responsive, the Procuring Agency may waive any non-conformities in the bid.
- 29.2 Provided that a bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

29.3 Provided that a bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities related to the bid price. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Procuring Agency shall use its best estimate.

30. Correction of Arithmetical Errors

30.1 Provided that the bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total 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 which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.2 Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1 shall result in the rejection of the bid and forfeiture of the bid security.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency (ies) of the bid shall be converted to a single currency as specified in the BDS.

32. Margin of Preference

32.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

33. Evaluation of Bids

33.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III – Qualification and Evaluation Criteria. No other evaluation criteria or methodologies shall be permitted. The Procuring Agency shall determine the most advantageous bid by applying the criteria and methodologies. **The most advantageous bid is the bid of the Bidder that meets the qualification criteria and whose bid has been determined to be:**

- (a) substantially responsive to the Bidding Document &
- (b) the lowest evaluated cost.

- 33.2 To evaluate a bid, the Procuring Agency shall consider the following:
- (a) evaluation will be done **on complete package basis** (contract), as specified in the BDS; and the bid price as quoted in accordance with ITB 13;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 30.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 13.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3; and
 - (f) the additional evaluation factors are specified in Section III – Qualification and Evaluation Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the contract conditions, applied over the period of execution, shall not be taken into account in bid evaluation.
- 33.4 If this Bidding Document allows Bidders to quote different prices, the methodology to determine the lowest evaluated cost of the package combinations, including any discounts offered in the letter of bid, is specified in Section III – Qualification and Evaluation Criteria.
- 33.5 The Procuring Agency's evaluation of a bid will include and take into account:
- (a) in the case of Goods manufactured in the Procuring Agency's country, sales and other similar taxes, which will be payable on the Goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Procuring Agency's country, already imported or to be imported, customs duties and other import taxes levied on the imported Goods, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 33.6 The Procuring Agency's evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids unless otherwise specified in the **BDS** from amongst those set out in Section III – Qualification & Evaluation Criteria. The criteria and methodologies to be used shall be as specified in ITB 33.2(f).

34. Comparison of Bids

34.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive bids established in accordance with ITB 33.2 to determine the bid that has the lowest evaluated cost. The comparison shall be based of DDP (place of the final destination) prices for imported Goods and EXW prices, plus the cost of inland transportation and insurance to the place of destination for Goods manufactured within the Procuring Agency's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall consider custom duties and other taxes levied on imported Goods quoted CIP and sales, and similar taxes levied in connection with the sale or delivery of Goods.

35. Qualification of the Bidder

35.1 The Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive bid meets the qualifying criteria specified in Section III – Qualification and Evaluation Criteria.

35.2 The determination shall be based upon examining the documentary evidence of the Bidder's qualifications record submitted pursuant to ITB 16. The determination shall consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Bidding Document), or any other firm(s) different from the Bidder.

35.3 An affirmative determination shall be a prerequisite for awarding the contract to the Bidder. An adverse determination shall result in the disqualification of the bid. In this event, the Procuring Agency shall proceed to the Bidder who offers a substantially responsive bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

36. Procuring Agency's Right to Accept Any Bid and to Reject Any or All Bids

36.1 The Procuring Agency reserves the right to accept or reject any or all bids and annul the bidding process at any time before awarding the contract without incurring any liability to Bidder. In case of annulment, all bids submitted, specifically bid securities, shall be promptly returned to the Bidders.

37. Bid Evaluation Reports

37.1 The Procuring Agency, upon completion of the bids' evaluation, shall send to each Bidder bid evaluation results showing reasons for acceptance or rejection of bids. The Procuring Agency shall also publicize the reports via the websites of the Procuring Agency and SPPRA at least three (3) business days before the contract award.

F. Award of Contract**38. Award Criteria**

38.1 Subject to ITB 37, the Procuring Agency shall award the contract to the Bidder(s) offering the most advantageous bid.

The most advantageous bid is the bid offered by a Bidder that meets the qualification criteria and whose bid has been determined to be:

- (a) substantially responsive to the Bidding Document &
- (b) the lowest evaluated cost.

- 39. Procuring Agency's Right to Vary Quantities at Time of Award** 39.1 At the time the contract is awarded, the Procuring Agency reserves the right to increase the quantity of Goods and related Services initially specified in Section V – Schedule of Requirements, provided this does not exceed the percentages specified in the BDS and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 40. Notification of Award** 40.1 Before the expiry date of the bid validity period or any extension thereof, the Procuring Agency shall notify the successful Bidder in writing that its bid has been accepted. The award notification shall specify the sum that the Procuring Agency will pay the Bidder in consideration of the contract execution.
- 40.2 Within fifteen (15) days of the signing of the contract, the Procuring Agency shall publish the award of the contract, including:
- (a) contract evaluation report;
 - (b) form of contract and letter of award;
 - (c) bill of quantities of Schedule of Requirements;
 - (d) Other documents required under the SPP Rules.
- 40.3 The contract award notice shall also be published on the Procuring Agency and SPPRA's websites with free access.
- 41. Signing of Contract** 41.1 The Procuring Agency shall send the successful Bidder, the bid acceptance letter, including the contract agreement.
- 41.2 The successful Bidder shall affix stamp duty and then sign, date and return the Procuring Agency the contract agreement within **seven (7) business days** of receipt.
- 42. Performance Security** 42.1 Within seven (7) business days of the receipt of the bid acceptance letter from the Procuring Agency, the successful Bidder shall furnish the performance security in accordance with the GCC 18, using for that purpose the performance security form included in Section VIII – Contract Forms, or another form acceptable to the Procuring Agency as mentioned in the BDS.
- 42.2 Failure of the successful Bidder to submit the performance security mentioned above or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

SECTION II - BID DATA SHEET (BDS)

The following specific data for the Goods & related Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. GENERAL	
ITB 1.1 ITB 2.1	The IFB reference no. is: The Procuring Agency is: The IFB / Assignment name is:	FD (CTC-I) 03(05)/2023-2024 Finance Department, Government of Sindh (Secretariat) Service Level Agreement (SLA): Procurement of Maintenance and Support Services for Tier-I Data Centre of Finance Department, Government of Sindh (Secretariat) Karachi.
ITB 3.3	The maximum number of members in the Joint Venture (JV): shall not exceed Three (03) including Lead Member.	
B. CONTENTS OF BIDDING DOCUMENT		
ITB 5.3	<p>A Pre-bid meeting shall be conducted: Yes</p> <p>Day & Date: Monday, the 8th July, 2024</p> <p>Time: 03:00 pm</p> <p>Venue: 01st Floor, General Committee Room, Finance Department, A.K Lodhi Block, Building no. 06, Sindh Secretariat, Kamal-Atta-Turk Road, Karachi.</p> <p>For Pre-Bid meeting only, (Point of Contact): Section Officer (B&A), Finance Department, Government of Sindh</p> <p>Phone No: +92-21-99222111 & +92-21-99222113</p> <p>Note: After the Pre-Bid meeting, the prospective Bidder's representatives may visit the site (Data Centre) to inspect the existing / installed available Goods and related Services to be required.</p>	
ITB 6.1	<p style="text-align: center;">For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Attention: Additional Finance Secretary (SR / Admn) Finance Department, Government of Sindh</p> <p>Address: Room No. 117 & 119, 6th Floor, A.K Lodhi Block-Finance Complex, New Sindh Secretariat Building No. 06, Kamal-Atta-Turk Road.</p> <p>City: Karachi</p> <p>Telephone: +92-21-99222198 – AFS (SR/Admn)</p> <p>(b): +92-21-99222115 – D.S (Admn & Accounts)</p> <p>(c): +92-92-99222113 – Caretaker Cell-I</p> <p>E-mail (i): deputysecretaryadmin&accounts@finance.gos.pk</p>	

	E-mail (ii): Website:	procurementfd@finance.gos.pk https://www.finance.gos.pk/
	Requests for clarification should reach the Procuring Agency no later than five (5) calendar days before the date for the opening of bids.	
C. PREPARATION OF BIDS		
ITB 19.1	The language of the bid is the English . All correspondence exchanges shall be in the English language. The language for the translation supporting of documents is English .	
ITB 12.1	Alternate bids shall not be considered.	
ITB 13.5	The prices quoted by the Bidder(s) shall not be subject to adjustment during the performance of the contract.	
ITB 13.6	Bidders shall be required to quote the bid on complete package wise (all the Goods and related Services as set out in Section-V under this Bidding Document) . Evaluation of bid will be made on complete package basis only.	
ITB 13.7	The Incoterms edition is: Not Applicable	
ITB 13.8 (a) (i)	Place of destination: the services shall be performed & required at the Procuring Agency's office in Karachi refer below. I.T Data Centre - Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi, Sindh-Pakistan.	
ITB 13.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Delivery Site): As specified above. The maintenance & support services as mentioned under the Schedule of Requirements (refer to the Section-V).	
ITB 14.1	Bidder must quote the bid in Pak Rupees using Section IV – Bid Forms.	
ITB 15.4	Period of time the Equipment are expected to be functioning / Warranty expiration period from the date of supply & Installation: As specified in the Section-V under this Bidding Document.	
ITB 16.2 (a)	The Original Equipment's Manufacturer's Authorization shall be: Yes Compulsory (refer to Section IV – Bid Forms)	
ITB 16.2 (b)	Maintenance & Support Services shall be required under the Schedule of Requirements (refer to Section-V).	
ITB 17	The bid shall remain valid for: 90-days i.e. until 16th October, 2024	
ITB 13.5	The bid price shall be adjusted by the following factor(s): Not applicable.	

ITB 18.1	Bid security shall be required against the total quoted bid. Bidder shall submit bid security equivalent to the 2% of total quoted bid in Pakistani Currency in the shape of pay order/ demand draft/ bank guarantee, issued or confirmed by a scheduled bank of Pakistan, in favor of ' Deputy Secretary (Admn & Accounts), Finance Department, Government of Sindh '.
ITB 18.2	Other types of acceptable securities: Pay Order or Demand Draft or an unconditional Bank Guarantee issued by any scheduled bank of the Procuring Agency's country.
ITB 19.1	In addition to the original bid, the number of copies required is: Not Applicable .
ITB 19.3 ITB 19.4	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney (Appendix-C)
D. SUBMISSION AND OPENING OF BIDS	
ITB 21.1	<p>For bids submission purposes only, the Procuring Agency's address is:</p> <p>Attention: Additional Finance Secretary (SR / Admn) Finance Department, Government of Sindh</p> <p>Address: Room No. 171, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road</p> <p>City: Karachi</p> <p>The deadline for bids submission is:</p> <p>Date: Wednesday, the 17th July, 2024 Time: 11.00 a.m.</p> <p>Bidders shall not have an option for submitting their bids electronically.</p>
ITB 24.1	<p>The Bid opening shall take place at:</p> <p>Address: Office of the Additional Finance Secretary (Sr/Admn), Room No. 119, 6th Floor, A.K. Lodhi Block –Finance Complex, New Sindh Secretariat Building no. 06, Kamal-Atta-Turk Road</p> <p>City: Karachi.</p> <p>Date: Wednesday, the 17th July, 2024 Time: 12:00 Noon</p>
ITB 24.6	The Letter of Bid and Price Schedules shall be initialed by all representatives of the Procuring Agency conducting Bid opening.
E. EVALUATION AND COMPARISON OF BIDS	
ITB 31.1	The currency that shall be used for bid evaluation and comparison purposes to convert at the selling exchange rate of all bid prices expressed in various currencies into a single currency is: Not Applicable

ITB 32.1	A margin of domestic preference shall not apply.	
ITB 33.2(a)	Evaluation will be done on complete package basis .	
ITB 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section-III, Qualification and Evaluation Criteria:	
	(a) deviation in delivery schedule:	No
	(b) deviation in payment schedule:	No
	(c) the cost of major replacement of Goods and related Services:	No
	(d) the availability in the Procuring Agency's country of spare parts and after-sales services for the equipment offered in the bid:	No
	(e) life cycle costs: the costs during the life of the Goods or equipment	No
	(f) the performance and productivity of the equipment offered:	No
E. AWARD OF CONTRACT		
ITB 39.1	The maximum percentage by which quantities may be increased is:	15%

SECTION III – QUALIFICATION AND EVALUATION CRITERIA**CONTENTS**

1. Preliminary (Mandatory) Qualification Criteria (ITB 35).....	34
2. Evaluation Criteria (ITB 33).....	37

MOST ADVANTAGEOUS BID:-

The Procuring Agency shall use the criteria and methodologies listed in Sections 1 and 2 below to determine the most advantageous bid. The most advantageous bid is the bid offered by a Bidder that meets the qualification criteria and whose bid has been determined to be:

- (a) substantially responsive to the Bidding Document; and
- (b) the lowest evaluated cost.

1 – Preliminary (Mandatory) Qualification Criteria (ITB 35)

The Procuring Agency shall carry out the Pre-Qualification of the Bidder in accordance in accordance with ITB, using only the requirements specified below. The bid not responsive to the MANDATORY SCREENING/ QUALIFICATION CRITERIA shall not be eligible for further Technical Evaluation. The Bidder(s) who fails to comply the basic requirements as list below shall stand rejected from Bidding Process. Any Minor deviations at this stage shall not be entertained at any reason, whatsoever.

Sr. No	Description			
Required Documentation (To be filled by the Procuring Agency)	Requirement	Checklist (To be initiated by the Bidder's authorized person against each Document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the Documents that are submitted to meet the requirement)
Column-I	Column-II	Column-III	Column-IV	Column-IV
1.	Both Envelopes Sealed? (Technical & Financial).	Mandatory	N/A	N/A
2.	Nationality: The Bidder <u>or</u> Lead Bidder, in the case of JV along with JV's member must have been incorporated or setup in Pakistan as evidenced by its registration documents.	Mandatory		Registration details including Memorandum & Articles of Incorporation or equivalent documents of constitution or association or documents for registration of legal entity as applicable under the law
3.	Letter of Bid typed on stationery with its letterhead clearly showing the Bidder's complete name and business address.	Mandatory		Form of 'Letter of Bid' specified at Section-IV at Page No. 41 under Bidding Document.
4.	Bidder's Information Form (BIF) typed on stationery with its letterhead clearly showing the details of Bidder information including authorized representative details.	Mandatory		Form of 'Bidder's Information' specified at Section-IV at Page No. 43 under Bidding Document.
5.	Complete Bidder's company profile with at least One (01) Point of Presence for after sales & support services in Karachi city and in the case of JV, Lead Bidder must have One (01) Point of Presence for after sales & support services in Karachi city.	Mandatory		Utility Bills, such as Electricity / Gas/ Telephone / Water <u>or</u> Office Lease Agreement (in case, office situated on rental premises) or any other credible documents as means of verification.

6.	Catalogue / Brochures / Technical Data Sheets (having complete Technical specifications of the Equipment to be offered by the Bidder <u>or</u> JV.	Mandatory			Credible documentary evidence required as means of verification
7.	The Bidder <u>or</u> any partner (in the case of JV) must have possess valid Manufacturer Authorization letter (MAL) issued by the Original Equipment Manufacturer (OEM) <u>or</u> Authorized Distributor (Only in case of non-presence of OEM in Pakistan), for all of the following mission critical equipment: (HP Enterprise; Fortinet; Schneider; Vertiv Co. Dell/ EMC; D-Link (POE Switch); Pureair; Caterpillar; Fike; X-Trails.)	Mandatory			Form of 'Manufacturer's Authorization' specified at Section-IV at Page No. 46 under Bidding Document.
8.	Bidder <u>or</u> Lead Bidder in the case of JV, along with its JV's member must have valid registration in Sindh Sales Tax on services (SST-SRB) along with the Active Tax Payer Status on SRB website.	Mandatory			Copy of SST Certificate(s) <u>or</u> any other legal document as applicable under the law.
9.	Bidder <u>or</u> Lead Bidder in the case of JV, along with its JV's member must have valid registration in Income Tax (NTN-FBR) along with the Active Tax Payer Status on FBR website.	Mandatory			Copy of NTN Certificate(s) <u>or</u> any other legal document as applicable under the law.
10.	Bidder <u>or</u> Lead Bidder in the case of JV, along with its JV's member must have valid registration in General Sales Tax (GST-FBR) along with the Active Tax Payer Status on FBR website.	Mandatory			Copy of GST Certificate(s) <u>or</u> any other legal document as applicable under the law.
11.	Bidder <u>or</u> any partner (in the case of JV) may have Professional Tax Certificate for the Financial Year 2023-2024 with its payment receipt.	Mandatory			Copy of Certificate(s) <u>or</u> any other legal document as applicable under the law.
12.	Power of Attorney required from the Bidder <u>or</u> Lead Bidder (in the case of JV) for authorized person nominated to sign the documents.	Mandatory			Format specified at Annexure-C, under Part - 4 i.e. Appendices.
13.	Bidder <u>or</u> Lead Bidder in the case of JV, along with its JV's member must not be: (i) blacklisted by any public <u>or</u> private sector organization; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy <u>or</u> liquidation proceeding; and (iv) convicted of fraud, corruption, collusion or	Mandatory			Format specified at Annexure-C, under Part - 4 i.e. Appendices.

	money laundering during the last Five (05) years.				
14.	The Bidder <u>or</u> Lead Bidder, in the case of JV, must have minimum experience in the similar nature of assignment of providing maintenance and technical supports to the I.T related Data Centre executed during the last five (05) Years. (Atleast two similar nature of assignment each having minimum cost 50% of the estimated cost <u>or</u> atleast one similar nature of assignment having minimum cost 80% of the estimated cost of the assignment.	Mandatory			Copies of completion certificates and purchase orders indicating contracts scope and references proving completion of the requisite number of contracts.
15.	The Bidder <u>or</u> Lead Bidder, in the case of JV, must have a minimum average annual financial turn-over not less than equivalent estimated cost of the assignment during the last five (05) years.	Mandatory			Audit Reports containing balance sheets, income statements and cash flow statements of the last Five (5) years duly issued and verified by a certified Chartered Accountant firm.
16.	The Bidder <u>or</u> Lead Bidder, in the case of JV, must have valid membership with Chamber of Commerce or with SECP registered under the lawful ordinance in Pakistan.	Mandatory			Copy of membership certificate(s) <u>or</u> any other legal document as applicable under the law.
17.	The Bidder <u>or</u> Lead Bidder, in the case of JV, must submit the Bidding Document, its each & every page duly signed & stamped by the Authorized person nominated by Bidder or JVs as acceptance of all terms & conditions.	Mandatory			Attach Bidding Document issued by the Procuring Agency.

2 – Evaluation Criteria (ITB 33)

- a.) The Procuring Agency's evaluation of a bid may take into account, in addition to the Pre-qualification criteria using the following criteria and methodologies. The Procuring Agency shall evaluate and compare the bid(s) as per the evaluation criteria as laid down below, that have been determined to be substantially responsive in Pre-qualification criteria.
- b.) Conditional Bid, Telegraphic Bid, Bid not accompanied by Bid Security of required amount and form, Bid received after specific date and time and Bid submitted by black listed firm / Company shall be treated as rejected / non-responsive.
- c.) The Bid shall be evaluated and compared on **Complete Package Basis** only.
- d.) Bids are invited as per Single Stage-Two Envelopes Procedure in accordance of the Sindh Public Procurement Rules, 2010 (Amended from time to time). In case, any Bidder encloses the Financial Bid within the Technical Bid, the same shall be rejected similarly.
- e.) The following merit point system for weighing evaluation factors/ criteria will be applied for Technical Proposal.
- f.) Bid who achieve **minimum 75% marks** shall be considered only for further process or evaluation of Financial Bid.

PARAMETERS / BENCKMARKS						
Sr. #	Parameters	Sub-Marks	Total Marks	Checklist (To be initiated by the authorized person of the Bidder against each Document)	Relevant Page Number in the Bid (To be filled by the authorized person of the Bidder)	Supporting Documents (To be filled by the Bidder with name of the Documents that are submitted to meet the requirement)
	Column-I	Column-II	Column-III	Column-IV	Column-V	Column-VI
GENERAL REQUIREMENTS:						
1.	Company/Firm Year of Establishment: (Credible Documentary evidence must be provided)					
1.1	Established during 2013 or early (08-Years)	08-Marks	08-Marks			
1.2	Established during 2017 or early (06-Years)	06-Marks				
1.3	Established during 2019 or early (04-Years)	04-Marks				
2.	Firm of Company: (Credible Documentary evidence must be provided) <ul style="list-style-type: none"> • Individual/Proprietor, • Private Limited. • Public Limited. • Partnership, • Corporation. • Other(s) (Specify). 	-	02-Marks			
3.	Acknowledgements (CPR) of Income Tax Return to FBR: (Computerized payment receipts (CPR) must be provided)					
3.1	From 2018-2023 (July, 2018 to June, 2023)	05-Marks	05-Marks			
3.2	From 2019-2023 (July, 2019 to June, 2023)	04-Marks				
3.3	From 2020-2023 (July, 2020 to June, 2023)	03-Marks				
3.4	From 2021-2023 (July, 2021 to June, 2023)	02-Marks				
3.5	From 2022-2023 (July, 2022 to June, 2023)	01-Mark				

4.	Acknowledgments (CPR) of Sindh Sales Tax Return to SRB: (Computerized payment receipts (CPR) for each month must be provided)			
4.1	From July, 2018 to June, 2023 (0.5 Marks for each month)	30-Marks	30-Marks	
4.2	From July, 2019 to June, 2023 (0.5 Marks for each month)	24-Marks		
4.3	From July, 2020 to June, 2023 (0.5 Marks for each month)	18-Marks		
4.4	From July, 2021 to June, 2023 (0.5 Marks for each month)	12-Marks		
4.5	From July, 2022 to June, 2023 (0.5 Marks for each month)	06-Marks		
Gross Total:		45-Marks		

FINANCIAL CAPABILITIES:

5.	Valid Current Financial Soundness or Account Maintenance Certificate(s) from the respective Bank.	-	02-Marks	
6.	Average Annual Financial Turn-over for the last Five (05) Years: (Audited Statements of Accounts & Income Tax return forms must be attached as supporting Documents).		10-Marks	
6.1	≥ PKR 200.00 Million.	10-Marks		
6.2	≥ PKR 180.00 Million and < PKR 200.00 Million	08-Marks		
6.3	≥ PKR 160.00 Million and < PKR 180.00 Million	06-Marks		
6.4	≥ PKR 150.00 Million and < PKR 160.00 Million	04-Marks		
Gross Total:		12-Marks		

KEY PROFESSIONALS / OFFICES SETUP ACROSS THE PAKISTAN

7.	Technical / Management Credentials: Credible Documentary evidence must be provided that includes Company's Payroll, CVs, and a copy of certificate(s) / Degree(s) of the Employee(s).		20-Marks	
7.1	01 x Project Management Professional (PMP) having atleast Five (05) years' experience of Data Centre operations & maintenance.	04-Marks		
7.2	02 x Network Engineers (Network Security Expert NSE-6/7) having atleast Three (03) years' experience of Data Centre operations & maintenance.	04-Marks		
7.3	01 x System Engineer (MCTS - Microsoft Certified Technology Specialist) having atleast Three (03) years' experience of Data Centre operations & maintenance.	04-Marks		
7.4	01 x System Engineer (MCP - Microsoft Certified Professional) having atleast Three (03) years' experience of Data Centre operations & maintenance.	04-Marks		
7.5	01 x Hardware Engineer (BEing in Electrical Engineering) having atleast Three (03) years' experience of Data Centre operations & maintenance.	02-Marks		
7.6	01 x Hardware Engineer (BS in Computer Sciences) having atleast Three (03) years' experience of Data Centre operations & maintenance.	02-Marks		
8.	Company/Bidder's Offices/Networking Setup across the Pakistan: (Credible Documentary evidence must be provided)		06-Marks	
8.1	Head Office + 01 or more regional/branch offices.	06-Marks		
8.2	Head Office + 03 regional/branch offices.	04-Marks		
8.3	Head Office + 02 regional/branch offices.	03-Marks		
8.4	Head Office + 01 regional/branch office.	02-Marks		
8.5	Head Office with no regional / branch office.	01-Mark		
9.	Emergency Correspondence Help desk: (Credible Documentary evidence must be provided / Screen Shot / Website manual which includes the following features)		06-Marks	
9.1	Functional website Portal URL + E-mail option + Phone (Landline or UAN facility) + Live Chat option.	06-Marks		
9.2	E-mail option + Phone (Landline or UAN facility)	03-Marks		
9.3	Phone (Landline or UAN facility)	01-Mark		
Gross Total:		32-Marks		

PAST & PRESENT WORKING EXPERIENCE:

10.	Bidder must have working experience in designing / establishment of Data Centre and SLA (Support and maintenance of critical equipment of IT Hardware / Software / Peripherals, either from Public or Private Sector Organizations). (Purchase orders or Agreements or Project Completion Certificates from the various organizations / Procuring Agencies must be attached as supporting Documents).		08-Marks			
10.1	04 or more Proofs for the Year 2016, 2017, 2018, 2019, 2020, 2021, 2022 & 2023. (For each Two years atleast 01-Proof from the various organizations / Procuring Agencies must be attached as supporting Documents)	08-Marks				
10.2	02-Proofs for the Year 2016, 2017, 2018, 2019, 2020, 2021, 2022 & 2023. (For each Four years atleast 01-Proof from the various organizations / Procuring Agencies must be attached as supporting Documents)	04-Marks				
11.	Evidence of similar nature of Project / kind of assignment having minimum value equivalent to PKR 100.00 million to 150.00 million or above have been successfully completed / executed or at running position during the last Twelve (12) Months between January-2023 to December-2023: (Purchase orders or Agreements or Project Completion Certificates from the various organizations / Procuring Agencies must be attached as supporting Documents).		10-Marks			
11.1	02-Proofs or more	10-Marks				
11.2	01-Proof	05-Marks				
Gross Total:			18-Marks			

PROJECT COMPLETION & OTHER CERTIFICATIONS:

11.	<i>Valid Client Satisfaction or Feedback or Project Completion Certificates on Clients/ Customers, Official Letter Head with required discipline that the Bidder has delivered the required services during the SLA Period as per service agreement and on scheduled time during in the agreement period;</i>		08-Marks			
11.1	04 or more Proofs for the Year 2016, 2017, 2018, 2019, 2020, 2021, 2022 & 2023. (For each Two years atleast 01-Proof from the various organizations / Procuring Agencies must be attached as supporting Documents)	08-Marks				
11.2	02-Proofs for the Year 2016, 2017, 2018, 2019, 2020, 2021, 2022 & 2023. (For each Four years atleast 01-Proof from the various organizations / Procuring Agencies must be attached as supporting Documents)	04-Marks				
Gross Total:			08-Marks			

Grand Total: 115 - Marks

NOTE:

Minimum threshold of scores for qualification of the Bidder has explicitly mentioned under Evaluation Criteria as specified above. It is further mentioned here that all Bidder shall have to attain overall 75% i.e. **86-Marks** out of **115-Marks**. Bidder who qualify in Evaluation Criteria shall be further assessed on the criteria as set forth in "*Part 2-Supply Requirement*." under the Bidding Document. Only technically qualified responsive Bids in all respective field will be appraised in Financial Evaluation.

SECTION IV – BIDDING FORMS**TABLE OF FORMS**

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LETTER OF BID

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT.

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

Note: All italicized text is to help Bidder in preparing this form.

- Date of bid submission:** *[insert date (as day, month, and year) of bid submission]*
- IFB No:** *[insert number of IFB process]*
- Alternative No:** *[insert identification number if this is a bid for an alternative]*
- To:** *[insert complete name of Procuring Agency]*
- (a) **No Reservations:** We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with ITB 7;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Conformity:** We offer to supply in conformity with the Bidding Document and to follow the schedules specified in **Section V – Schedule of Requirements** the following BOQs with related Services: *[insert a brief description of the IFB title]*;
- (d) **Bid Price:** The total price of our bid, including any discounts offered in the item is specified in sealed Financial Bid;
- (e) **Bid Validity:** Our bid shall be valid until *[insert day, month, and the year in accordance with ITB 17.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our bid is accepted against any or all items or Goods with related Services offered, we commit to obtaining performance security in accordance with ITB 42 in Bidding Document;
- (g) **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 of ITB 3.3, other than alternative bids submitted in accordance with ITB 12;
- (h) **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 any public sector agency. Further,

we are not ineligible under the Procuring Agency's country laws or official regulations or a decision of the United Nations Security Council;

- (i) **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 ITB 3.6];*
- (j) **Commissions, gratuities, fees:** We have paid or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the contract: *[insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (k) **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;
- (l) **Procuring Agency Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost bid, the most advantageous bid or any other bid that you may receive; and
- (m) **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 / Lead Bidder:

**[insert complete name of the Bidder/ Lead Bidder]*

Name of the person duly authorized to sign the bid on behalf of the Bidder / JV:

***[insert complete name of person duly authorized to sign the bid on behalf of Bidder or JV]*

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]*

BIDDER'S 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]*

IFB No: *[insert number of IFB process]*

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

Page _____ **of** _____ **pages**

1. Bidder's Name	<i>[insert Bidder's legal name]</i>
2. In the case of JV, the legal name of each member:	<i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration:	<i>[insert country of registration]</i>
4. Bidder's year of registration:	<i>[insert Bidder's year of registration]</i>
5. Bidder's address in the country of registration:	<i>[insert the legal address in the country of registration]</i>
6. Bidder's authorized representative Information	
Name:	<i>[insert authorized representative's name]</i>
Address:	<i>[insert authorized representative's address]</i>
Telephone/Fax numbers:	<i>[insert authorized representative's telephone/fax numbers]</i>
Email Address:	<i>[insert authorized representative's email address]</i>
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, in accordance with ITB 3.4.	
<input type="checkbox"/> In the case of state-owned enterprise or institution, in accordance with ITB 3.6 documents establishing:	
<ul style="list-style-type: none"> • Legal and financial autonomy; • Operation under commercial law; • Establishing that the Bidder is not under the supervision of the Procuring Agency. 	

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 each member of Joint Venture]

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

IFB No: *[insert number of IFB process]*

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

Page _____ **of** _____ **pages**

1. Bidder's Name	<i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name:	<i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration:	<i>[insert JV's member country of registration]</i>
4. Bidder's JV Member's year of registration:	<i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in the country of registration:	<i>[insert JV's Member legal address in the country of registration]</i>
6. Bidder's JV Member's Authorized representative Information	
Name:	<i>[insert name of JV's Member authorized representative]</i>
Address:	<i>[insert address of JV's Member authorized representative]</i>
Telephone/Fax numbers:	<i>[insert telephone no. of JV's Member authorized representative]</i>
Email Address:	<i>[insert email address of JV's Member authorized representative]</i>
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, in accordance with ITB 3.4.	
<input type="checkbox"/> In the case of state-owned enterprise or institution, in accordance with ITB 3.6 documents establishing:	
<ul style="list-style-type: none"> • Legal and financial autonomy; • Operation under commercial law; • Establishing that the Bidder is not under the supervision of the Procuring Agency. 	
8. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership. [If required under the Bidding Document, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]	

DECLARATION FOR ULTIMATE BENEFICIAL OWNERS INFORMATION FORM

IFB No: [insert number of IFB process]
Title: (SLA) Maintenance and support services for Data Centre of Finance Department, Government of Sindh (Secretariat) Karachi.
Bidder: _____

[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per stamp duty act]

Declaration of ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name.
2. Father's Name / Spouse Name.
3. CNIC /NICOP / Passport No.
4. Nationality.
5. Residential Address.
6. E-mail Address.
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company / limited liability Partnership / Association of persons / Single Member Company/ Partnership Firm/ Trust/ Any other individual body, corporate (to be specified)	Date of incorporation / registration	Name of registering authority	Business Address	Country	E-mail Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, passport No.)	Father's /Husband Name in full	Current Nationality	Any Other Nationality	Occupation	Residential address in full or the registered / principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
Total number of shares taken (in figures and words):							

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & Signature:
(Person authorized to issue notice on behalf of the company)

Name of Bidder: _____
 Authorized Signature with Stamp of Bidder: _____

MANUFACTURER'S AUTHORIZATION FORM

*[The Bidder shall require the manufacturer to fill this form in accordance with the instructions. This letter of authorization should be on the **manufacturer's letterhead** and signed by a person with the proper authority to sign documents 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]*
IFB No: *[insert number of IFB 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 Goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to negotiate and sign the contract subsequently.

2. We hereby extend our full guarantee and warranty as well as support for the offered services by the above firm against this Invitation for Bids.
3. We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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]*

FORM OF BID SECURITY

(BANK GUARANTEE)

[The bank shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Procuring Agency to insert its name and address]*
IFB No: *[Procuring Agency to insert reference number for the IFB]*
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 the place of issue, unless indicated on 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]* (the 'Applicant') has submitted or will submit to the Procuring Agency (the 'Beneficiary') its bid (the 'Bid') for the execution of _____ under Invitation for Bids No. _____ (the 'IFB').

2. Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid security, which inter-alia may be in the form of a bank guarantee.

3. 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 demand itself or a separately signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its bid prior to the bid validity expiry date outlined in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its bid by the Beneficiary prior to the expiry date of the bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, or (iii) fail to perform any obligation as specified under the ITB 18.5 of the Beneficiary's Bidding Document.

4. 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 expiry date of the bid validity.

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

6. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

FINANCIAL PROPOSAL SUBMISSION FORM

[This Financial Proposal Form shall be on the Letter Head of the Bidder and should be signed by a person competent. It should be included by the Bidder in its Financial Bid]

To,

The Additional Finance Secretary (Sr/Admn),
Finance Department, Government of Sindh,
A.K Lodhi Block, Building No.06,
Sindh Secretariat, Kamal Atta-Turk Road,
Karachi.

Subject: SLA (PROCUREMENT OF MAINTENANCE AND SUPPORT SERVICES FOR TEIR-I DATA CENTRE OF FINANCE DEPARTMENT, GOVERNMENT OF SINDH (SECRETARIAT) KARACHI.

(Bidder is requested to fill all the Blank spaces in this form of Bid).

Dear Sir,

1. Having examined the Bidding Document, the receipt of which is hereby duly acknowledged, we **[the name of Bidder]**, the undersigned, accept all stated terms and conditions and offer to supply and deliver the required Goods and related Services in conformity with the said Bidding Document for the sum of **[total bid amount in words and figures]** or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, to deliver the Goods and related Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **Five (05%) percent** of contract amount for the due performance of the Contract, in the form prescribed by the Procuring Agency.
4. We agree to abide by this bid for a period of **90-days** from the date fixed for bid opening under ITB Clause-24 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall not constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 2024.

[Seal & Signature in the capacity of]

Duly authorized to sign bid for and on behalf of [the name of Bidder]

PRICE SCHEDULE FORM

IFB No: FD (CTC-I) 03(05)/2023-2024
Title: SLA (Maintenance and Support services for Tier-I Data Center of Finance Department, Government of Sindh (Secretariat), Karachi.
Bidder:

1. The Bidder shall fill this price schedule form in accordance with the instructions. The list of line items/equipment in column 1 of the **price schedules** shall coincide with the list of Goods and related Services specified by the Procuring Agency in the Schedule of Requirements.
2. Below mentioned Services & Supplies will be as per the Schedule of Requirements given in Section-V (Part 2-Supply Requirements). All prices must be in PKR and all the quotes must be provided as per format specified below.
3. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
4. The prices should be inclusive of all applicable taxes and duties.
5. Before filling this form, Bidder is advised to read the Part-2 (Section-V i.e. Schedule of Requirements) and the draft of Service Level Agreement.

Service Level Agreement (Maintenance and Support services for Tier-I Data Centre of Finance Department, Government of Sindh (Secretariat) Karachi.				
Sr. No	Description of Services	Total monthly SLA charges	SST and Income Taxes	Total SLA Charges (Rs.)
(a)	(b)	(c)	(d)	(e) = (c) + (d)
1.	As defined in Section-V (Schedule of Requirements)			
Total Monthly SLA Charges:				
Total Yearly SLA Charges:				

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

Signature of Bidder: *[signature of the person signing the bid]*

Official Stamp of Bidder: *[Stamp of Bidder signing the bid]*

Date: *[Insert date]*

PART 2 – SUPPLY REQUIREMENTS

Finance Department

SECTION V – SCHEDULE OF REQUIREMENTS**CONTENTS**

1. Bill of Quantities (BOQs).....	52
2. Scope of Services and Completion Schedule	62

1. BILL OF QUANTITY (BOOs)

S. No	Equipment / Hardware installed in Data Centre	Brand Name	Model	Qty	Serial Number / Part Number
A	ACCESS / CORE / DISTRIBUTION SWITCH / FIREWALLS / NMS				
1.	Network Access Layer Switches, Aruba 48-Gigabit Ports & 4SFP+ Ports Switch	Aruba/HPE	2930F	16 Nos.	Part No. J1.254A Serial No. 1. TW03HKV0LF. 2. TW03HKV0PT. 3. TW03HKV0Q9. 4. TW03HKV0T4. 5. TW03HKV0TF. 6. TW03HKV0V5. 7. TW03HKV0V9. 8. TW03HKV0W6. 9. TW03HKV0XC. 10. TW03HKV0Z8. 11. TW03HKV115. 12. TW03HKV116. 13. TW03HKV12H. 14. TW03HKV12R. 15. TW03HKV13G. 16. TW03HKV148.
1.1	Aruba 1G SFP LC SX 500m MMF Transceiver	Aruba/HPE	-	16 Nos.	Part No. J4858D Serial Nos. 1. CN01KGYKNM. 2. CN03KC525K. 3. CN03KC578S. 4. CN03KC5TN. 5. CN04KC5595. 6. CN04KC57P5. 7. CN04KC581H. 8. CN04KC581T. 9. CN04KC58GM. 10. CN04KC58HD. 11. CN04KC58RS. 12. CN04KC58XG. 13. CN04KC58Y0. 14. CN04KC5HSM. 15. CN04KC5HSY. 16. CN04KC5JS1.
1.2	Aruba 10G SFP+ to SFP+ 3m-DAC Cable for stacking	Aruba/HPE	-	16 Nos.	Part No. J9283D Serial Nos. 1. CN02KC07R9. 2. CN02KC07SG. 3. CN02KC07SP.

					4. CN02KC07T9. 5. CN02KC07TK. 6. CN02KC07TM. 7. CN02KC07TQ. 8. CN02KC07XV. 9. CN02KC07Y3. 10. CN02KC07Y4. 11. CN02KC07Y8. 12. CN02KC07YB. 13. CN02KC07ZQ. 14. CN9AKC0064. 15. CN9AKC00FF. 16. CN9AKC00W7.
2.	Server Farm Switches Aruba 48-Ports 10G SFP/SFP+ and 6-Ports 40G QSFP+ with X472 5 Fans, 2 Power Supply	Aruba/HPE	8320	02 Nos.	Part No. JL479A Serial Nos. 1. TW07K7201W. 2. TW07K7202V.
2.1	Aruba 10G SFP+ LC SR 300m MMF Transceiver	Aruba/HPE	-	08 Nos.	Part No. J9150D Serial Nos. 1. CN04KJW4Q5. 2. CN04KJW4W. 3. CN04KJW4W. 4. CN04KJW4WK. 5. CN04KJW4WL. 6. CN04KJW68V. 7. CN04KJW7C2. 8. CN04KJW47ZN.
2.2	HPE X242 40G QSFP+ to QSFP+ 3m DAC Cable for stacking	HPE	-	02 Nos.	Part No. JH235A Serial Nos. 1. CN99H6Q00D. 2. CN99H6Q00BV.
2.3	Aruba 1GE SFP LC SX 500m MMF Transceiver	Aruba/HPE	-	08 Nos.	Part No. J4858D Serial Nos. 1. CN04KC5J55. 2. CN04KC5Q1Q. 3. CN04KC5Q89. 4. CN04KC5XN4. 5. CN04KGY051. 6. CN04KGY05R. 7. CN04KGY07M. 8. CN04KGY07Q.
3.	Core Switch HPE 5945 4-slot Switch	HPE	5945	02 Nos.	Part No. JQ076A Serial Nos. 1. CN03K8505L. 2. CN050K8501B.
3.1	HPE 5930 24-Ports SFP+ and 2-Ports QSFP+ Module	HPE	-	02 Nos.	Part No. JH180A Serial Nos. 1. CN99H2Y023.

					2. CN99H2Y02G.
3.2	HPE 5930 24-Port 10G and 2-Port QSFP+ Expansion Module	HPE	-	02 Nos.	Part No. JH182A Serial Nos. 1. CN02H3006K. 2. CN02H30098.
3.3	HPE 5930-4Slots Front-to-Back Fan Tray	HPE	-	04 Nos.	Part No. JH186A Serial Nos. 1. CN03H3401B. 2. CN04H3400N. 3. CN04H3400X. 4. CN04H34017.
3.4	HPE X130 10G SFP+ LC SR Transceiver	HPE	-	04 Nos.	Part No. JD092B Serial Nos. 1. CN90GMC071. 2. CN90GMC7F5. 3. CN90GMCBQR. 4. CN90GMCFTL.
3.5	HPE X240 40G QSFP+ to QSFP+ 3m DAC Cable for stacking	HPE	-	02 Nos.	Part No. JG327A Serial Nos. 1. CN04FHG0L8. 2. CN04FHG0LG.
3.6	HPE X120 1G SFP LC SX Transceiver	HPE	-	24 Nos.	Part No. JD118B Serial Nos. 1. CN90FSP01F. 2. CN90FSP04X. 3. CN90FSP050. 4. CN90FSP07G. 5. CN90FSP08G. 6. CN90FSP08P. 7. CN90FSP0G4. 8. CN90FSP0JB. 9. CN90FSP0T6. 10. CN99FSP2FD. 11. CN99FSP285. 12. CN99FSP299. 13. CN99FSP2F4. 14. CN99FSP2FC. 15. CN99FSP2G0. 16. CN99FSP2QJ. 17. CN99FSP2SL. 18. CN99FSP2X6. 19. CN99FSP30Q. 20. CN99FSP31F. 21. CN99FSP34L. 22. CN99FSP36R. 23. CN99FSP375. 24. CN99FSP37Z.

4.	Perimeter Firewall	FORTINET	401-E	02 Nos.	Part No. P23928-03-09 Serial Nos. 1.FG4H1ETB20900681. 2.FG4H1ETB20900490.
5.	Data Center Firewall	FORTINET	1101-E	02 Nos.	Part No. P24052-03-03 Serial Nos. 1. FG10E1TB20901057. 2. FG10E1TB20901303.
6.	Web Application Firewall	FORTINET	1000-E	01 No.	Part No. P21583-03-01 Serial No. FV-1KET120900066.
6.1	10G SFP+	-	-	10 Nos.	Part No. FTLX8574D3BCL.
6.2	2G SFP+	-	-	20 Nos.	Part No. FTLF8519P3BNL.
7.	NMS Aruba Airwave 1 Device License E-LTU	Aruba/HPE	Air Wave	26 E-LTU	Part No. JW546AAE.
8.	Internet Switch 24 Gigabit Ports, 4SFP+ Ports Switch	Aruba/HPE	2930-F	01 No.	Part No. JL253A. Serial No. TW03HKT0GM.
B	ELECTRICAL EQUIPMENTS (DATA CENTRE ELECTRICAL ROOM)				
1.	MDB-1 & MDB-2 with Bus Coupler				
1.1	MDB-1 Incoming:				
1.1.1	MCCB FP 250Amps, 36KA (Adj)	Schneider	NSX 250F	03 Nos.	-
1.1.2	Motor Mechanism 220VAC	Schneider	NSX 250F	03 Nos.	-
1.1.3	UVT Trip MN 220V AC	Schneider	NSX 250F	03 Nos.	-
1.1.4	Aux Switch OF or SD IC/O	Schneider	NSX 250F	03 Nos.	-
1.1.5	Digital Energy Analyzer	EL Measure	LG-5310	01 No.	-
1.1.6	Current Transformer 200/5Amps	Fico	ELC 30s	03 Nos.	-
1.1.7	Indication Lights (R/Y/B)	Camsco	-	06 Nos.	-
1.1.8	Indication Light (G)	Camsco	-	01 No.	-
1.1.9	Indication Lights (N/ABN)	Camsco	-	02 Nos.	-
1.1.10	Control Fuses with links	Camsco	-	06 Nos.	-
1.1.11	Surge Arestor 4-Pole 40kA	Phoenix	VAL-MS 230/3	01 No.	-
1.1.12	Terminals 4mm	Yalisi	-	36 Nos.	-
1.1.13	Terminals 4mm	Yalisi	-	02 Nos.	-
1.1.14	MCB SP 10Amps, 06KA (Battery Charger)	Schneider	DOMAE	02 Nos.	-
1.2	ATS + Phase Reversal:				
1.2.1	EVR Phase Relay	SRV8-04/M265	SEG-P	01 No.	-
1.2.2	Phase Reversal Relay	Fotek	PR-1-380V	01 No.	-
1.2.3	Relay 14Pin (AC)	Idec	RU4S-A220	03 Nos.	-
1.2.4	Timer with Base (SEC)	Fotek	MY-30S	03 Nos.	-
1.2.5	Control Fuses with links	Camsco	-	03 Nos.	-

1.2.6	Terminals 4mm	Yalisi	-	05 Nos.	-
1.3	Outgoing:				
1.3.1	MCCB FP 100Amps, 36KA (Adj)	Schneider	NSX100F	02 Nos.	-
1.3.2	Terminals 35mm	Yalisi	-	08 Nos.	-
1.3.3	MCCB FP 60Amps, 15KA	Schneider	EZC 100N	02 Nos.	-
1.3.4	Terminals 25mm	Yalisi	-	01 No.	-
1.3.5	MCCB 40Amps, 15KA	Schneider	EZC100N	01 No.	-
1.3.6	Terminals 16mm	Yalisi	-	04 Nos.	-
1.3.7	MCCB FP 30Amps, 15KA	Schneider	EZC 100N	01 Nos.	-
1.3.8	Terminals 16mm	Yalisi	-	04 Nos.	-
1.4	Incoming for BUS Coupler:				
1.4.1	MCCB FP 250Amps, 36KA (Adj)	Schneider	NSX 250F	01 No.	-
1.5	PLC System:				
1.5.1	HMI	Delta	DPO-107BV	01 No.	-
1.5.2	UPS 220V-, 50Hz, 6A	Easy Tech	-	01 No.	-
1.5.3	M/O/A Switch	Camsco	-	01 No.	-
1.5.4	Power Supply	Delta	-	01 No.	-
1.5.5	PLC	Delta	-	01 No.	-
1.5.6	Digital IO Module	Delta	DVP-14SS2	01 No.	-
1.5.7	Control Fuses with links	Camsco	-	01 No.	-
1.5.8	Digital IO Module	Delta	DV-16SP	01 No.	-
1.5.9	Control Fuses with links	Camsco	-	01 No.	-
1.5.10	Relay 14Pin (DC)	Idec	RU4S-D24	11 Nos.	-
1.5.11	MCB DP 16Amps, 06KA	ABB	SH 202	01 Nos.	-
1.5.12	Terminals 4mm	Yalisi	-	06 Nos.	-
1.5.13	Thermostat	Finder	-	01 No.	-
1.5.14	Terminals 4mm	Yalisi	-	11 Nos.	-
1.5.15	Exhaust Fan (Imported)	-	-	03 Nos.	-
1.5.16	Exhaust Filter (Imported)	-	-	06 Nos.	-
1.5.17	Panel Light / Door Switch (Imported)	-	-	03 Nos.	-
1.6	Auto BUS Coupler:				
1.6.1	MCCB FP 250Amps, 36KA (Adj)	Schneider	NSX 250F	01 No.	-
1.6.2	Motor Mechanism 220V AC	Schneider	NSX 250F	01 No.	-
1.6.3	UVT Trip MN 220V AC	Schneider	NSX 250F	01 No.	-
1.6.4	Aux Switch OF or SD IC/O	Schneider	NSX 250F	01 No.	-
1.6.5	Indication Lights (R/G)	Camsco	-	02 Nos.	-
1.6.6	Relay 14Pin (DC)	Idec	RU4S-D24	04 Nos.	-
1.6.7	Timer with Base (SEC)	Fotek	MY-30S	01 No.	-
1.6.8	Terminals 4mm	Yalisi	-	10 Nos.	-
1.7	Outgoing for BUS Coupler:				
1.7.1	MCCB FP 250Amps, 36KA (Adj)	Schneider	NXS 250F	01 No.	-

1.8	MDB-2 (Incoming):				
1.8.1	MCCB FP 250Amps, 36KA (Adj)	Schneider	NSX 250F	03 Nos.	-
1.8.2	Motor Mechanism 220VAC	Schneider	NSX 250F	03 Nos.	-
1.8.3	UVT Trip MN 220V AC	Schneider	NSX 250F	03 Nos.	-
1.8.4	Aux Switch OF or SD IC/O	Schneider	NSX 250F	03 Nos.	-
1.8.5	Digital Energy Analyzer	EL Measure	LG-5310	01 No.	-
1.8.6	Current Transformer 200/5Amps	Fico	ELC 30s	03 Nos.	-
1.8.7	Indication Lights (R/Y/B)	Camsco	-	06 Nos.	-
1.8.8	Indication Light (G)	Camsco	-	01 No.	-
1.8.9	Indication Lights (N/ABN)	Camsco	-	02 Nos.	-
1.8.10	Control Fuses with links	Camsco	-	06 Nos.	-
1.8.11	Surge Arestor 4-Pole 40kA	Phoenix	VAL-MS 230/3	01 No.	-
1.8.12	Terminals 4mm	Yalisi	-	36 Nos.	-
1.8.13	Terminals 4mm	Yalisi	-	02 Nos.	-
1.8.14	MCB SP 10Amps, 06KA (Battery Charger)	Schneider	Domac	02 Nos.	-
1.9	ATS + Phase Reversal:				
1.9.1	EVR Phase Relay	SRV8-04/M265	SEG-P	01 No.	-
1.9.2	EVR Phase Relay	SRV8-04/M265	SEG-P	01 No.	-
1.9.3	Phase Reversal Relay	Fotek	PR-1-380V	01 No.	-
1.9.4	Relay 14Pin (AC)	Idec	RU4S-A220	03 Nos.	-
1.9.5	Timer with Base (SEC)	Fotek	MY-30S	03 Nos.	-
1.9.6	Control Fuses with links	Camsco	-	03 Nos.	-
1.9.7	Terminals 4mm	Yalisi	-	05 Nos.	-
1.10	MDB-2 (Outgoing):				
1.10.1	MCCB FP 100Amps, 36KA (Adj)	Schneider	NSX100F	02 Nos.	-
1.10.2	Terminals 35mm	Yalisi	-	08 Nos.	-
1.10.3	MCCB FP 60Amps, 15KA	Schneider	EZC 100N	02 Nos.	-
1.10.4	Terminals 25mm	Yalisi	-	01 No.	-
1.10.5	MCCB 40Amps, 15KA	Schneider	EZC100N	01 No.	-
1.10.6	Terminals 16mm	Yalisi	-	04 Nos.	-
1.10.7	MCCB FP 30Amps, 15KA	Schneider	EZC 100N	01 No.	-
1.10.8	Terminals 16mm	Yalisi	-	04 Nos.	-
2.	ATS SMDB				
2.1	Incoming (MDB-1 & MDB-2):				
2.1.1	MCCB FP 100Amps, 36KA (Adj)	Schneider	NXS 100F	01 No.	-
2.1.2	Contacto FP 125Amps, (AC-1)	Schneider	LC1D95004	02 Nos.	-
2.1.3	Auxiliary Contact	Schneider	LADN11	02 Nos.	-
2.1.4	Change over switch FP 125Amps	Merz	-	02 Nos.	-
2.1.5	EVR Relay	Fotek	PVR-3	01 No.	-
2.1.6	Rotary Switch	Camsco	-	01 No.	-

2.1.7	Timer with base	Fotek	H3-60S	03 Nos.	-
2.1.8	Indication Lights (R/Y/B)	Camsco	-	06 Nos.	-
2.1.9	Control Fuses with links	Camsco	-	06 Nos.	-
2.1.10	Terminals 35mm	Yalisi	-	08 Nos.	-
2.2	Outgoing SMDB:				
2.2.1	MCB DP 16Amps, 6KA	Schneider	Domae	04 Nos.	-
2.2.2	MCB DP 16Amps, 6KA	Schneider	Domae	03 Nos.	-
2.2.3	MCB DP 50Amps, 10KA	Schneider	IC60N	03 Nos.	-
2.3	Site Addition Breakers SMDB:				
2.3.1	MCB DP 50Amps, 10KA	Schneider	Domae	05 Nos.	-
2.3.2	MCB DP 50Amps, 10KA	Schneider	Domae	03 Nos.	-
3.	DB UPS SMDB				
3.1	Incoming UPS SMDB:				
3.1.1	MCB DP 50Amps, 10KA	Schneider	IC60N	02 Nos.	-
3.1.2	Indication Lights (R)	Camsco	-	02 Nos.	-
3.1.3	Control Fuse with Links	Camsco	-	02 Nos.	-
3.2	Outgoing:				
3.2.1	MCB DP 10Amps, 06KA	Schneider	Domae	03 Nos.	-
3.2.3	MCB DP 50Amps, 10KA	Schneider	IC60N	01 No.	-
4.	DC UPS DB 1				
4.1	Incoming UPS DB1:				
4.1.1	MCCB FP 100Amps, 36KA (Adj)	Schneider	NSX100F	01 No.	-
4.1.2	Indication Lights (R/Y/B)	Camsco	-	03 Nos.	-
4.1.3	Control Fuse with Links	Camsco	-	03 Nos.	-
4.2	Outgoing:				
4.2.1	MCB DP 32Amps, 10KA	Schneider	IC60N	08 Nos.	-
5.	DC UPS DB 2				
5.1	Incoming UPS DB2:				
5.1.1	MCCB FP 100Amps, 36KA (Adj)	Schneider	NSX100F	01 No.	-
5.1.2	Indication Lights (R/Y/B)	Camsco	-	03 Nos.	-
5.1.3	Control Fuse with Links	Camsco	-	03 Nos.	-
5.2	Outgoing:				
5.2.1	MCB DP 32Amps, 10KA	Schneider	IC60N	08 Nos.	-
6.	DC UPS Floors				
6.1	Incoming:				
6.1.1	ELCB DP 25Amps, 30mA	Schneider	-	08 Nos.	-
7.	MDB1 (PMT2)				
7.1	250Amps, 4P MCCB Circuit Breaker.	Schneider	-	01 No.	-
8.	MDB2 (PMT1)				
8.1	250-Amps, 4P MCCB Circuit Breaker.	Schneider	-	01 No.	-
9.	3 Phase in -3 Phase Out, 30-KW True Online Double Conversion	Vertiv	-	02 Nos.	-

	UPS with built-in (Internal) battery Backup of 12 Mins at 24-KW Load.				
10.	1Phase in -1 Phase Out, Liebert GXT MT+ 10-KVA True Online Double Conversion UPS with internal battery Backup of 5 Mins at 10-KVA Load with parallel cable.	Vertiv	-	03 Nos. (Two in halted condition)	-
C	DISTRIBUTION & MONITORING UNITS				
1.	Front Discharge Precision Air-Conditioning In Row Cooling System with Internal Humidifier, Heater, Compressor and Condenser	Vertiv	-	02 Nos.	-
2.	In row Precision Air-Conditioning In Row Cooling system with Humidifier, Heater, Condensate Pump, Internal Compressor and Condenser	Vertiv	-	02 Nos. (One in halted condition)	-
3.	Wall mounted 01-Ton inverter type split air conditioner in NOC.	Dawlance	-	01 No.	-
D	OTHER MACHINERY EQUIPMENT				
1.	Air-purification system with complete pre-stage and final filters.	Pure-Air	-	01 No.	-
2.	High Volume Automatic Shoe Cover Dispenser	Bottle-butler	-	01 No.	-
E	UPS WITH RELATED EQUIPMENT				
1.	Intelligent monitor able rack 0U IPDU of 32 A, 1 Ph. with 30xC13 & 6xC19 Output and with IEC 309 type input.	Vertiv	-	12 Nos.	-
2.	Single Phase 10A Rack mounted Static Transfer Switch with C14 input and 7 x C13 Outlets.	Vertiv	-	02 Nos.	-
F	SURVEILLANCE AND SECURITY SYSTEMS				
1.	IP Surveillance cameras with mounting accessories. Fixed Type 2-MP with 1080p resolution POE IP Video Surveillance Camera with mounting accessories.	Vertiv	ESNG2001	08 Nos. (Four in halted condition)	-

	- 2 x Generator Area (IP 66) - 2 x Electrical Room - 3 x Data Center - 1 x Emergency Exit				
2.	NVR with 30-days of storage capacity.	Vertiv	ES-RN80201-A	01 No.	-
3.	PoE Switch 24-Ports Gigabit Switch	DLINK	DGS-F1210-18PS-E	01 No.	Serial No. H18P200300237
4.	Biometric + Keypad + Card access Control system with centralized management software.	Vertiv	-	05 Nos.	-
5.	DCIM Solution with environmental monitoring system with sensors.	Vertiv	-	01 No.	-
6.	NOC monitoring screen of 46-inch.	Samsung	-	02 Nos.	-
G	BACK-UP POWER GENERATOR				
1.	CAT DE110E2 / 100-KVA Prime Rated Backup Power Generator complete with weather proof canopy.	CAT	-	01 No.	-
H	FIRE DETECTION SYSTEM				
1.	VESDA Single Zone/inlet VESDA for Electrical Room and Data Center.	VESDA	VLF 250	02 Nos.	-
2.	Fire Detection System (FIKE)	FIKE	Cheetah XI	01 No.	-
2.2	Photoelectric smoke detector (ED-P) with base - 6 x Data Center - 2 x Corridor - 2 x NOC - 2 x Meet me	-	-	12 Nos.	-
2.3	Photoelectric Smoke + Heat detector (ED-P) with base - 2 x Electric Room	-	-	02 Nos.	-
2.4	Horn/Strobe and Bell.	-	-	05 Nos.	-
2.5	Manual call point	-	-	02 Nos.	-
2.6	Abort Switch	-	-	02 Nos.	-
2.7	Zone Disable Switch	-	-	02 Nos.	-
I	SERVERS				
1.	Dell Server PowerEdge R740XD Processor family 2 x Intel Xeon Processor Intel Xeon Gold 5120 Processor (19.25M Cache L3, 14 Cores, 2.20 GHz), Installed RAM 4 x 16-GB DDR4 RDIMM 2666				

	Empty / S. Dual Rank, Hard Drive Size 16 x 900 GB 15K SAS 2.5 in Hot plug or higher Raid Controller PERC H730P Adapter Raid Controller, 2 GB NV Cache. Network Adapter 4 x 1GE Quad Port 1GB Network Daughter Card, Power Supply Redundant (Dual) High Efficiency Power Supply Optical Drive Internal or External USB DVD-RW Optical Disk Drive	Dell	-	04 Nos.	Serial Nos. 1. GT3CHY2. 2. GT4CHY2. 3. GT1FHY2. 4. GT2FHY2.
J	REPAIR & MAINTENANCE WORKS AT DATA CENTRE & ITS RELATED / SURROUNDING AREAS				
1.	Minor masonry / Patching works (whenever needed / required <u>or</u> as per direction of Procuring Agency).	-	-	-	-
2.	Seepage including water leakage works (whenever needed / required <u>or</u> as per direction of Procuring Agency).	-	-	-	-
3.	White wash / Paint works (whenever needed / required <u>or</u> as per direction of Procuring Agency).	-	-	-	-
4.	Repair & maintenance of Drainage System of Data Centre (whenever needed / required <u>or</u> as per direction of Procuring Agency).	-	-	-	-
5.	Repair & replacement of (patch or completely) IBM floor tiles inside Data Centre (whenever needed / required <u>or</u> as per direction of Procuring Agency).	-	-	-	-

i. The serial numbers are mentioned as of today, which may change / vary during the procurement process until the service contract is awarded and signed. The same will be reconciled at the time of signing of Service Agreement.

ii. The above list / BOQs of Data center infrastructure components is for indicative purpose for the assessment of scale of services. However, the Service Provider will be responsible for the SLA of complete infrastructure of Data Centre including electrical / control wires, paints, lights etc. or any equipment(s) / device(s) not listed above.

iii. Site Survey of Data Centre may be conducted atleast **Seven (07) calendar days** prior to the Bid submission / opening, on written request to the Procuring Agency.

2. SCOPE OF SERVICES AND COMPLETION SCHEDULE DURING OPERATION / MAINTENANCE & SUPPORT PERIOD

1. All the Hardware(s) / Software(s) / Equipment(s) to be incorporated in the supply must be new, unused, and the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The specifications offered by a Bidder will be part of the contract between the Procuring Agency and the successful Bidder, and will be used by the Procuring Agency's Authorized person / technical team to verify compliance on delivery.
2. Wherever reference is made in the Bill of Quantities (BOQs) to specific standards and codes to be met by the Hardware(s) / Software(s) / Equipment(s) to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or relate to a particular country or brand or model, other authoritative standards that ensure **substantial equivalence** to the standards and codes specified will be acceptable.
3. The Bidder (refer to as **'Service Provider'**) shall, with due care, diligence and attention, provide the technical support services to the full satisfaction of the Procuring Agency by assigning properly qualified and competent personnel having related equipment maintenance experience and all reasonable means required in ensuring quality services in accordance under the service agreement.
4. The maintenance and support services are required for the **duration of One (01) Year i.e. Twelve (12) Months which will be extend / renewal for the further next 02nd & 03rd year, subject to compliance of yearly satisfactory performance reports / KPIs, to be assessed by the Technical Committee and / or the Authorized Representative of the Procuring Agency.**
5. The Bill of Quantities (BOQs) of Data Centre Infrastructure components is for indicative purpose for the assessment of scale of services. However, the Service Provider shall be responsible for the complete infrastructure of Data Centre including electrical / control wires etc. or any item(s) / device(s) not listed in BOQs.
6. The Project Site survey of Data Centre may be conducted atleast Seven (07) Days prior to the Bid submission / opening, on written request to the Procuring Agency.
7. The Service Provider shall provide support services to run and maintain all the Hardware(s) / Software(s) / Equipment(s) proposed in the Tender in compliance with the Service Level requirements.
8. The Service Provider shall repair, replace, restore, reinstall and reconfigure any faulty Hardware(s) / Software(s) / Equipment(s) component for recovery to normal operational status at no additional cost to the Procuring Agency.
9. The Service Provider shall perform corrective, preventive, adhoc and comprehensive maintenance / overhauling or replacement (if required) of all the equipment(s) under the Service

Level Agreement without any additional cost to the Procuring Agency and the replaced Equipment(s) shall become property of the Procuring Agency.

10. The Service Provider shall provide a detailed plan to the Procuring Agency regarding the availability of manpower, spares and standby Equipment(s) and shall also submit service methodology to meet the Procuring Agency's requirements in a prompt and efficient manner, within Seven (07) business days of signing & activation of Service Level Agreement.

11. The complaint can be lodged at any time during 24 x 7 and shall submit incident report of all call lodged and get it signed by the concerned Authorized person or Staff of Data Centre of the Procuring Agency, if repeatable before closing incident. Following table outlines the Incident classification system including required recovery time:-

Sr #	Severity / Category Level		Orange Level (Severity-II)	Yellow Level (Severity-III)
1.	Criteria	Any of the critical equipment(s) of the Data Centre is "Down" due to a Hardware(s) or Component(s) or Associated Service(s) failures and the business operations of Data Centre are at halt or down due to this failure.	Any of the critical equipment(s) of the Data Centre is "Down" due to a Hardware(s) or Component(s) or Associated Service(s) failures and the business operations are running through redundant equipment(s) available at Data Centre.	Operational Performance of the Equipment(s) and its Component(s) are showing errors, while the Data Centre is functional. Information or technical assistance is required. However, there is no impact on Data Centre business operations but it requires to be resolved permanently.
2.	Reporting time (24 hours x 7 days)	Within 30-minutes of reported incident	Within 04-hours of reported incident	Within 12-hours of reported incident
3.	Recovery time (24 hours x 7 days)	Within 04-hours of reported incident	Within 12-hours of reported incident	Within 24-hours of reported incident
4.	Backup and replacement: In case of failure of equipment(s) or its component(s), the replacement or provision of backup unit shall be:	Within 12-hours of reported incident	Within 48-hours of reported incident	N/A

Whereas, 'Reporting Time' means, the time duration involved from logging a complaint to the Service Provider over phone / email or web-link or SMS and the time when the Service Provider's Engineer / Technician reaches at site and capable to start / perform diagnostics. The Service Provider has to depute and allocate their resources and inventory accordingly to meet reporting and resolution time as Service Level Agreement;

While the 'Recovery Time' means, the time duration from logging a support incident until the problem resolution for restoring faulty system from severity RED to ORANGE or from ORANGE to YELLOW. This time includes problem identification until successful completion of required corrective action, inclusive of replacement (if required).

In case with a time problem shift from the lower severity category to a higher severity category, the Service Provider has to meet the requirement of higher severity category.

12. The Service Provider shall also provide local support from the expert Technician(s) / Engineer(s) through internet or phone until the problem(s) resolved completely or backup provided and operations restored.

13. The Service Provider shall maintain on-call team of skilled and trained Technicians / Engineers, equipped with necessary tools to ensure round the clock support for emergency fault recovery and to meet reporting and resolution time as defined in the Service Level Agreement.

14. The Service Provider shall be responsible for maintaining a logbook, recording the work done at each visit and get it verified from the Authorized Representative or Staff of Data Centre of the Procuring Agency and will submit the following reports to the Procuring Agency on monthly basis and same will be attached with respective monthly invoices.

- Routine / Monthly visit Reports.
- Fault Calls Reports.
- Rectification Reports.
- List of replacement / repair of Parts.

15. The Service Provider shall maintain critical spare part(s) and device(s) in its stock round the clock at Procuring Agency designated place or at its own warehouse to address the emergency faults calls at Data Centre. The both parties will mutually agree the list of critical spares.

16. The Service Provider shall perform preventive maintenance on quarterly basis in accordance with the checklist of routines and activity, mutually agreed by the both parties.

17. In case, the faulty Hardware(s) is required to be sent overseas / abroad for repair or replacement services, then the Service Provider shall provide the same or equivalent Hardware(s) / Software(s) / Equipment(s) as replacement for the period in which faulty Equipment(s) get replaced and the Service Provider will bear all costs including handling and transportation / fares charges incurred in respect of replacement of said Hardware(s) / Software(s) / Equipment(s).

18. The Service Provider shall perform the obligations, at its own cost including parts, labor, transport, insurance etc. with respect to defective, mal-functioning, non-functioning or other problems related to systems, backup part should be provided on immediate basis in order to keep the Data Centre up and running.

19. While handling to complaints, the Service Provider shall perform associated services at the premises of Procuring Agency. However, in case of major defects, Hardware(s) / Software(s) / Equipment(s) may be taken to the Service Provider's workshop/ location for rectification subject to providing an equivalent backup.

20. The Service Provider shall ensure that only genuine / approved manufacturer parts (if required) are being used during the Service contract period.

21. One (01) Resident Engineer (*Monday to Saturday from 09:00 am to 05:00 pm, including extended hours support as per nature of complaints*) is also required in Data Centre for the following tasks:

- Keep update on daily basis to Procuring Agency about the system performance.
- Keep the System / Data Centre's functions alive without any delay.
- Maintenance of Hardware(s) / Equipment(s) and monitoring Software(s).

- If the System i.e. Software(s) / Hardware(s) / Equipment(s) are malfunctioning due to any reason, he will resolve the issue in consultation with OEM, if required, for quick & prompt response to alive the System.
- All patches and software(s) upgradation shall be the responsibility of said Resident Engineer.

22. For continuous and uninterrupted services in Data Centre, atleast Four (04) qualified Resident Technicians (24/7/365) are also required (***Atleast 01-Resident Technician is required on site for 24-hours per day in Three (03) shifts of 08-hours in 07-days a week***) for the services pertaining to the Data Centre's electrical room, generators and associated electrical systems as listed as well as specified in Bill of Quantities (BOQs), but not limited to, the following:

- Keep Data Centre Electrical Room's accessories etc. alive without any delay.
- Monitoring incoming electrical supply and making sure the start of generator(s) immediately after disruption of electrical supply.
- Monitoring of generator(s) for abnormal noise, vibration or any other condition.
- Carrying out routine service & maintenance including parts / spares / oil etc. (whenever required) for the generators(s) and associated equipment(s) and electrical system(s).
- Report generator(s) diesel consumption and requirement on daily / weekly / monthly basis to the Procuring Agency.
- Necessary maintenance activities to maintain / repair / replace all contractually covered electrical equipment(s) in trouble-free and smooth operating condition.
- Supervision of activities and liaison with the Procuring Agency's Staff / Authorized Officer in unusual situations.
- Report immediately to Resident Engineer, in case of failure or unusual behavior noticed.
- Keep the Data Centre electrical room and associated appliances dust / waste free.

23. The Resident Technicians deployed for the services shall have relevant qualification and experience in operation, maintenance and servicing of Electrical Equipment(s), Diesel Generator(s) and its Allied Equipment(s) including fuel storage tanks, pumps, ATS and other associated electrical installations.

24. If any services, functions or responsibilities not specifically described under the Contract are an inherent, necessary or customary part of the services are required for proper performance or provision of the Services in accordance with the Contract, they shall be deemed to be included within the Scope of Services to be delivered for the charges, as if such services, functions or responsibilities were specifically described under the Contract.

25. The Service Provider shall monitor progress of all the activities specified in the Contract and submit free of cost monthly / (as required by the Procuring Agency) progress report about various aspect of the services to the Procuring Agency. The Procuring Agency on mutual consents between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in three (03) copies, along with three (03) copies of monthly progress report. The same is required to be submitted in soft copy as well formats for such reporting shall be discussed in the Kick-Off meeting.

26. The Goods and the related Services and /or labor to be provided by the Service Provider under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of Procuring Agency or its Authorized Representative in accordance with the Contract. If the rate of progress of the work compliance to the requirements of the Data Centre / its facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the Data Centre, the Procuring's Authorized Representative shall so notify the Service Provider in writing.

27. The Service Provider shall reply to the written notice giving details of the measures that they proposes to take to expedite the progress so as to complete the services by the prescribed time. The Service Provider shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Procuring Agency or its Authorized Representative that the actual progress of services does not conform to the approved programme, then the Service Provider shall produce at the request of the Procuring Agency or its Authorized Representative, a revised programme showing the modification to the approved programme necessary to ensure completion of the services within the time for completion or steps initiated to ensure compliance / improvement to the stipulated requirements.

28. In case the Service Provider's services does not meet the desired requirements, the Service Provider shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra manpower / resources / infrastructure will be submitted to the Procuring Agency or its Authorized Representative for its review and approval. All time and cost effect in this respect shall be borne by the Service Provider unless otherwise expressly provided under the Contract.

29. The Service Provider's undertaking of the Contract shall be deemed to mean that the Service Provider possesses the knowledge of Procuring Agency's Data Centre and its related requirements as stipulated in the Bidding Document including but not limited to environmental, demographic and physical conditions and all criteria required to provide OEM Services to the Data Centre.

30. The Service Provider shall be deemed to have understood the requirements and have satisfied himself with the Data contained under the IFB Document, the quantities and the nature of the Services and materials necessary for the completion of the Services, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if the Service Provider detects any obstructions affecting the Services, the Service Provider shall take all measures to overcome them.

31. The Service Provider shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the Services. The consideration provided under the Contract for the Service Provider undertaking the Services shall cover all the Procuring Agency's obligations and all matters and things necessary for proper execution and maintenance of the Data Centre in accordance with the Contract and for complying with any instructions which the Procuring Agency or its Authorized Representative may issue in accordance with the connection

therewith and of any proper and reasonable measures which the Service Provider takes in the absence of specific instructions from the Procuring Agency or its Authorized Representative.

32. The Service Provider shall supply to the Procuring Agency within Seven (07) days prior to the effective date of the commencement of Services or Kick-Off meeting whichever is earlier, an organization chart showing the proposed organization / manpower to be established by the Service Provider for execution of the Services including the identities and curriculum-vitae of the Key Personnel to be deployed. The Service Provider shall promptly inform the Procuring Agency or its Authorized Representative in writing of any revision or alteration of such organization charts.

33. The Service Provider shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the Services and for all costs / charges in connection thereof.

34. The Service Provider shall provide and deploy manpower on the Project Site for carrying out the Services, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the Services in a proper and timely manner.

35. The Procuring Agency or its Authorized Representative may at any time object to and require the Service Provider to remove forthwith from the Project Site, a Resident Engineer(s) / Supervisor(s) or any other authorized representative or employee(s) of the Service Provider or any person(s) deployed by the Service Provider or his Sub-Contractor, if in the opinion of the Procuring Agency or its Authorized Representative, the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the Procuring Agency or its Authorized Representative. The Service Provider shall forthwith remove and shall not again deploy the person in question at the Project Site without the written consent of the Procuring Agency or its Authorized Representative.

36. The Procuring Agency or its Authorized Representative may at any time request the Service Provider to remove from the Project Site, the Service Provider's employee(s) or any other authorized representative including any employee of the Service Provider or his Sub-Contractor or any person(s) deployed by the Service Provider or his Sub-Contractor for profession incompetence or negligence or for being deployed for Services which he is not suited. The Service Provider shall consider the Procuring Agency or its Authorized Representative's request and may accede to or disregard it. The Procuring Agency or its Authorized Representative having made a request as aforesaid in the case of any person which the Service Provider has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above objection to and require the Service Provider to remove that person from deployment at the Project Site which the Service Provider shall then forthwith do and shall not again deploy any person so objected to, at the Project Site or on the sort of Services in question (as the case may be) without the written consent of the Procuring Agency or its Authorized Representative. The Procuring Agency or its Authorized Representative shall state to the Service Provider in writing its reasons for any request or requirement pursuant to aforesaid clause.

37. The Service Provider shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to the above clause with an equally competent substitute from the pool of backup personnel.

38. In case of change in the team composition owing to attrition, the Service Provider shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handing over / taking over of documents and other relevant materials between the outgoing and the new member. The existing team member should be replaced with an equally competent substitute from the pool of backup personnel.

39. The Service Provider shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Service Provider under the Contract. The Service Provider shall underwrite all the risk related to its personnel deputed under the Contract as well as equipment and components procured for the Data Centre, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with the Contract and take all essential steps to reduce and mitigate the risks and the Procuring Agency will have no liability on this account.

40. The Service Provider shall not carry and /or transmit any material, information, layouts, diagrams, storage media or any other Goods / material in physical or electronic form, which are proprietary to or owned by the Procuring Agency, out from the Project Site without prior written permission from the Procuring Agency or its Authorized Representative.

41. The Service Provider acknowledges that Procuring Agency's business data and other proprietary information or materials, whether developed by Procuring Agency or being used by Procuring Agency pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "Proprietary information") are confidential and proprietary to Procuring Agency and the Service Provider agrees to use reasonable care to safeguard the Proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Service Provider to protect its own Proprietary information. The Service Provider recognizes that the goodwill of Procuring Agency depends, amongst other things, upon the Service Provider keeping such Proprietary information confidential and that unauthorized disclosure of the same by the Service Provider could damage Procuring Agency and that by reason of Service Provider's staff hereunder. The Service Provider may come into possession of such Proprietary information even though the Service Provider does not take any direct part in or furnish the Services performed for the creation of said Proprietary information and shall limit access thereto to staff / employees with a need to such access to perform the Services required under the Contract Agreement. The Service Provider shall use such information only for the purpose of performing the said Services.

42. The Service Provider shall, upon termination of the Contract Agreement for any reason or upon demand by Procuring Agency, whichever is earliest return any and all information provided to the Service Provider by Procuring Agency or its Authorized Representative including any copies or reproductions, both Hardcopy and Electronic. The Procuring Agency shall own all the Equipment, Licenses and any solution(s) supplied by the Service Provider arising out of or in connection with the Contract.

43. The Service Provider shall not use any information, name or the logo of the Procuring Agency except for the purposes of providing the Services as specified under the Contract and may only disclose Information with the prior written consent of the Procuring Agency or its Authorized Representative, if the Authorized Person is obliged to use it only for the performance of obligations under the Contract.
44. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Information including execution of confidentiality agreement to the satisfaction of the Procuring Agency.
45. The Service Provider shall sign a Non-Disclosure Agreement (NDA), the contents of which will discuss on later after sign of Service Agreement with the Procuring Agency. The Service provider, its antecedents shall be bound by the NDA. The Service Provider will be held responsible for any breach of the NDA by its antecedents or delegates. The Service Provider shall notify the Procuring Agency promptly, if it is aware of any disclosure of the Information otherwise than as permitted under the Contract or with the authority of the Procuring Agency.
46. The Service Provider shall be liable to fully recompense the Procuring Agency for any loss of revenue arising from breach of confidentiality. The Procuring Agency reserves the right to adopt legal proceedings, civil or criminal, against the Service Provider in relation to a dispute arising out of breach of obligation by the Service Provider under this clause.
47. The Service Provider shall not take away or remove in whatever manner any information on any media like but not limited to floppy, digital drives, CDS, DVDs, email etc. from Data Centre without the specific written permission of Procuring Agency or its Authorized Representative, if required, shall take specific permission for each such event.
48. The Service Provider shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Contract for any purpose except strictly for discharging his obligation under the Contract and no more.
49. The Service Provider agrees that the Data Centre operational & maintenance requirements given under this IFB Document are minimum requirements and are in no way exhaustive and guaranteed by the Procuring Agency. It shall be the responsibility of the Service Provider to meet all the requirements and shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to the Procuring Agency. Any upward revision and /or additions consequent to errors, omissions, ambiguities, discrepancies in the specification /BOQs which the Service Provider had not brought out to the Procuring Agency or its Authorized Representative's notice in the Tender shall not constitute a change order and such upward revisions and /or addition shall be carried out by the Service Provider without any time and cost effect to Procuring Agency.
50. The change order will be initiated only in case;
- (i) the Procuring Agency or its Authorized Representative directs in writing the Service Provider to include any addition in the Bill of Quantities (BOQs) and /or in Scope of Services covered under the Contract or delete any part of the Bill of Quantities (BOQs) and /or in Scope of Services under the Contract.

- (ii) the Service Provider requests to delete any part of the Scope of Services which will not adversely affect the operational capabilities of the Data Centre and if the deletions proposed are agreed to by the Procuring Agency and for which cost and time benefits shall be passed on to the Procuring Agency.

51. Any change order comprising an alteration which involves change in the cost of the services (which sort of alteration hereinafter referred to as "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule, if any. However, the increase in the scope of services / Bill of Materials (BOMs) shall not be more than 15% (fifteen percent) of the original Contract price.

**PART 3 – CONDITIONS OF CONTRACT AND
CONTRACT FORMS**

SECTION VI – GENERAL CONDITIONS OF CONTRACT

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SECTION VI – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) *i.)* **“Agreement”** *or* **“Contract”** means, the Contract entered enforceable by law that includes General Conditions of Contract and Special Conditions of Contract, together with the documents referred to therein, including Bidding Document & all attachments, appendices, and Bill of Quantities (BOQs) incorporated by reference therein;
- ii.)* **“Service Level Agreement”** *or* **“SLA”** means, a Contract between a Procuring Agency and a Service Provider that defines the level of services expected from the Service Provider that includes but not limited to, guarantees on Up-time, response time, resolution time and other performance metrics.
- (b) **“Agreement Period”** means, the period of one year contract extendable for further next two (2) years in accordance with the Contract terms and conditions;
- (c) **“Assignment”** *or* **“Activity”** *or* **“Project”** means, procurement of Goods & related Services ascribed thereto in the IFB (Section I - Letter of Invitation and Section II – Bid Data Sheet of the IFB Document);
- (d) **“Availability”** means, the time for which the services and facilities are available for conducting operations from the equipment hoisted in the Data Centre of the Procuring Agency;
- (e) **“Bid”** means, a tender, or an offer by a person, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by a Procuring Agency;
- (f) **“Bidding Document”** *or* **“Invitation for Bids (IFB) Document”** means, the document issued by the Procuring Agency for the Bidders to prepare bids in a uniform manner;
- (g) **“Bidding Procedure”** *or* **“Bidding Process”** means, the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;
- (h) **“Bid Price”** means, the Goods and Related Service charges providing under this Project as quoted by the Bidder in its Financial Bid;
- (i) **“Backup and Disaster Recovery”** means, the strategies implemented to protect Data and ensure business continuity in the event of Data loss, System failures or disasters. This may involve regular Backup(s), replication of Data to off-site location(s) and the establishment of failover systems;

- (j) **“Contract Documents”** means, the documents listed in the Contract, including any amendments thereto;
- (k) **“Contract Price”** means, the total price agreed and payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (l) **“Completion”** means, the Service Provider’s fulfillment of the Goods and related Services in accordance with the terms and conditions set forth in the Contract.
- (m) **“Corrupt Practices”** means, the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (n) **“Coercive Practices”** means, any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (o) **“Day”** means, calendar day including holiday;
- (p) **“Data Centre”** means, a facility composed of networked computers and storage used to organize, process, store and disseminate large amounts of data alongwith PDCS (Power Distribution & Controlling System).
- (q) **“Downtime”** is the time, the services and facilities are not available and excludes the scheduled outages planned in advance for the Data Centre and the link failures that are not the Service Provider’s responsibility;
- (r) **“Effective Date”** means, the date, which shall not be later than thirty (30) days from the Signing Date, unless mutually extended by the Parties, on which all the Conditions are fulfilled, deferred or waived;
- (s) **“Fault Tolerance”** means, ability of a system, server or service to continue operating without interruption in the event of an equipment(s) / hardware(s) / software(s) failure;
- (t) **“Fraudulent Practices”** means, any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (u) **“Government”** means, the Government of Sindh;
- (v) **“GCC”** means, the General Conditions of Contract;
- (w) **“Goods”** means, all of the equipment, electrical appliance(s), machinery item(s), software(s) and / or other materials as listed at Section V – Schedule of Requirements – 1 – Bill of Quantities (BOQs) specified under the Bidding Document, which the Service Provider is required to supply & install (whenever needed) at the Procuring Agency’s Data Centre under this Contract;
- (x) **“Incident”** refers to any event / abnormalities in the functioning of the Data Centre equipment / services that

may lead to disruption in normal operations of the Data Centre services;

- (y) **“In writing”** means, communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.
- (z) **“Intellectual Property Rights”** means, all current and future copyright, patents, trademarks (whether or not registered) or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual and property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.
- (aa) **“Key Performance Indicators” or “KPI”** means, the key performance indicators developed by the Procuring Agency to measure the performance of the Service Provider against the Related Services to be performed under the agreed terms.
- (bb) **“Kick-Off meeting”** means, a meeting convened by the Procuring Agency to discuss and finalize the Related Services execution plan and procedures with the Service Provider.
- (cc) **“Letter of Award”** means, a letter of award or acceptance issued by the Procuring Agency to the Bidder whose Bid declared as the Most Advantageous Bid in terms of the criteria and other terms & conditions of the Bidding Document;
- (dd) **“Letter of Invitation” (Section-I of IFB)** means, the Letter of Invitation issued by the Procuring Agency to the Bidders;
- (ee) **“Latency”** means, the time delay between the initiation of a request and the response. In the context of Data Center, latency refers to the delay in data transmission between servers, storage and network devices.
- (ff) **“Most Advantageous Bid”** means (i) a Bid or proposal for Goods, works or services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposals documents; and (ii) evaluated as the highest ranked bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the Bidding Document or request for proposal documents;
- (gg) **“Monitoring and Management”** means, the tools and practices for overseeing and controlling the performance, availability and health of Data Centre resources. This includes System for real-time monitoring, performance optimization and automated management of Data Centre / IT infrastructure;
- (hh) **“OEM”** means, an Original Equipment Manufacturer that makes a product(s) to be sold by another company under its own name;

- (ii) **“Procuring Agency’s Country”** is the country specified in the SCC;
- (jj) **“Procuring Agency”** means, the department named mentioned in the SCC with which the selected Bidder signs the Contract for the Goods & related Services, as specified in the SCC;
- (kk) **“Proposal”** means, the Technical Proposal and the Financial Proposal submitted in accordance with the Bidding Document;
- (ll) **“Preventive Measures”** means, the proactive steps taken to minimize the likelihood of incidents that could lead to downtime, data loss, or security breaches within a Data Centre. Preventive measures encompass various strategies and actions;
- (mm) **“Related Services”** means, the services mentioned in the *‘Section V - Schedule of Requirements’* and those services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Service Provider under the Contract;
- (nn) **“Rules”** means, the Sindh Public Procurement Rules, 2010 (As amended till the date of IFB advertisement);
- (oo) **“Resolution Time”** means, the agreed - upon period specified in the agreement during which the Service Provider commits to resolving or addressing reported issues, incidents or service disruptions affecting the Procuring Agency’s IT infrastructure or services.
- (pp) **“SCC”** means, the Special Conditions of Contract;
- (qq) **“Service Provider”** means, the successful Bidder responsible to render the Goods and related Services, or a combination of the above in accordance with the terms & conditions under the Contract;
- (rr) **“Sub - Contractor”** means, any person, private or Government Entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the related Services is subcontracted by the Service Provider;
- (ss) **“System”** means, the set of all the components of the Project;
- (tt) **“Sub - System”** means, the components of the Project grouped for the Project Site or for a particular category / type of equipment;
- (uu) **“Service Window”** means, the duration for which the facilities and services shall be available at the Data Centre and in the instant case, Service Window shall be 24/7/365.
- (vv) **“Security measures”** means, the protocols implemented to protect data, systems and networks from an unauthorized access, breaches and cyber-attacks. This includes firewalls, encryption, access controls and monitoring;

- (ww) **"The Project Site"** means, the entire Data Centre area including meet - Wev Area , NOC Area, Electrical Area, Server Area and designated switching area (Ground floor to 07th Floor) as approved by the Procuring Agency for the purposes of the Contract wherein the related Services as specified in the Scope of Services are to be provided / carried out ;
- (xx) **"The Actual (Adjusted) Contract Price"** means, the price payable to the Service Provider under this Contract after all the adjustments of quantities, lengths and extent of deliveries after installation and or acceptance for the full and proper performance of its contractual obligations;
- (yy) **"Up-time"** means, the amount of time that a system, server or services is operational and available for use.

2. Contract Duration & Contract Documents

- 2.1 The Contract shall be for the duration of one (01) year and extendable for further next two (02) years on the basis of satisfactory performance of the Service Provider and mutual consent of both parties from the Effective date, unless otherwise terminated earlier by either Party in accordance with the provisions of this Contract; (the Contract Period), Provided that the continuation of the Contract for the 02nd & 03rd Year will be subject to satisfactory Key Performance Indicators (KPIs) of the Service Provider, issued by the Technical Committee constitutes for the purpose or Authorized Representative(s) of the Procuring Agency.
- 2.2 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Interpretation

- 3.1 If the context requires it, singular means plural and vice versa.
- 3.2 **Incoterms**
 - (a) Unless inconsistent with any Contract provision, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.
 - (b) The terms DDP, EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 3.3 **Amendments:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 3.4 **Non-waiver**
 - (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

3.5 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

- 4.1 The Contract and all correspondence and documents relating to it exchanged by the Service Provider and the Procuring Agency shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 4.2 The Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation for documents provided by the Service Provider.

5. Joint Venture, Consortium or Association

- 5.1 If the Service Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.

6. Eligibility

- 6.1 The Service Provider and its Sub-Contractors shall have the nationality of an eligible country. A Service Provider or Sub-Contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered and operates in conformity with the laws of the country.
- 6.2 All Goods and related Services to be supplied and installed under this Contract and financed by the Government shall have their origin in eligible countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

7. Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 7.3 Any notice or request in reference to this Contract shall be written in English language and shall be sent by mail, facsimile or email and shall be directed to the other Party at the address mentioned below:

Agency or the Service Provider may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract. The arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 9.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and
 - (b) the Procuring Agency shall pay the Service Provider any monies due the Service Provider.

10. Inspection and Audit by the Procuring Agency

- 10.1 The Service Provider shall keep and make all reasonable efforts to cause its Sub-Contractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 10.2 The Service Provider shall permit and shall cause its agents (where declared or not), Sub-Contractors, Sub-Consultants, Service Providers, Suppliers, and Personnel, to permit the Procuring Agency and / or persons appointed by the Procuring Agency to inspect the site and / or the accounts, records and other documents relating to the Procurement Process, selection and / or contract execution, and to have such accounts, records and other documents audited by auditors (if so required) appointed by the Procuring Agency.

11. Scope of Services

- 11.1 The Goods and related Services to be supplied by the Service Provider to the Procuring Agency shall be those specified in the Section V – “Schedule of Requirements” specified under the Bidding Document.

12. Delivery and Documents

- 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and completion of the related Services shall be in accordance with the delivery and completion schedule specified under the Bidding Document in the Section V – “Schedule of Requirements”. The details of shipping and other documents to be furnished by the Service Provider are specified in the SCC.

13. Service Provider's Responsibilities

- 13.1 The Service Provider shall supply all the Goods and related Services that listed in the Bill of Quantities (BOQs) in accordance with GCC Clause 11 and the Delivery and Completion Schedule, as per GCC Clause 12.
- 13.2 The Service Provider, including its Sub-Contractors, shall not employ or engage in forced labor or persons subject to trafficking as described in GCC Sub-Clauses 13.3 and 13.4.
- 13.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty and includes any involuntary or compulsory labor, such as

indentured labor, bonded labor or similar labor-contracting arrangements.

- 13.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for exploitation.
- 13.5 The Service Provider, including its Sub-Contractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 13.6 The Service Provider, including its Sub-Contractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 13.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the children's health, safety, or morals. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as working for long hours, during the night or in confinement on the employer's premises.
- 13.8 The Service Provider shall comply with and require its Sub-Contractors, if any, to comply with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in the Section V – "Schedule of Requirements" under the Bidding Document.
- 13.9 The Service Provider shall comply with additional obligations as specified in the SCC.

14. Contract Price

- 14.1 Prices charged by the Service Provider for the Goods supplied and the related Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its bid. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the Contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
- 14.2 An **annual inflation rate of Five (05%) percent** shall be applied on the total cost of the bid price quoted by the Service Provider in its financial bid.

15. Terms of Payment

- 15.1 The Contract Price, including any advance payments, if applicable, shall be paid as specified in the SCC.

- 15.2 The Service Provider's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and related Services performed, and the documents submitted pursuant to GCC Clause 12 upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Procuring Agency on monthly basis till the expiration of contract, but in no case later than **Thirty (30) days** after submission of an invoice or request for payment by the Service Provider and after the Procuring Agency has accepted it.
- 15.4 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the bid price is expressed i.e. (Pakistani Rupees).
- 15.5 In the event that the Procuring Agency fails to pay the Service Provider any payment by its due date or within the period set forth in the SCC, the Procuring Agency shall pay to the Service Provider interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

16. Taxes and Duties

- 16.1 For Goods manufactured outside the Procuring Agency's Country, the Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other levies imposed outside the Procuring Agency's Country.
- 16.2 For Goods manufactured within the Procuring Agency's Country, the Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & related Services to the Procuring Agency.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Procuring Agency's Country, the Procuring Agency shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

17. Performance Security

- 17.1 If required as specified in the SCC, the Service Provider shall, within seven (7) business days of the notification of contract award or letter of acceptance, provide performance security for the performance of the Contract in the amount specified in the SCC.
- 17.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the performance security, if required, shall be denominated in the currency (ies) of the Contract or a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the formats stipulated by the Procuring Agency in the SCC, or in another format acceptable to the Procuring Agency.
- 17.4 The performance security shall be discharged by the Procuring Agency and returned to the Service Provider not later than twenty-eight (28) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations unless specified otherwise in the SCC.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Service Provider herein shall remain vested in the Service Provider, or, if they are furnished to the Procuring Agency directly or through the Service Provider by any third party, including suppliers of materials, the copyright in such materials shall remain vested in a such third party.

19. Confidential Information

19.1 The Procuring Agency and the Service Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Service Provider may furnish to its Sub-Contractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Sub-Contractor to perform its work under the Contract, in which event the Service Provider shall obtain from such Sub-Contractor an undertaking of confidentiality similar to that imposed on the Service Provider under GCC Clause 19.

19.2 The Procuring Agency shall not use such documents, data, and other information received from the Service Provider for any purposes unrelated to the Contract. Similarly, the Service Provider shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Procuring Agency or Service Provider need to share with the Government or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Sub-Contracting

20.1 The Service Provider shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the bid. In the original bid or later, such notification shall not relieve the Service Provider from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clause 7.

- 21. Specifications and Standards**
- 21.1 Technical Specifications and Bill of Quantities (BOQs)**
- (a) The Goods and related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V – “Schedule of Requirements” under the Bidding Document. When no applicable standard is mentioned the standard shall be equivalent or superior to official standards of the same brand whose application is appropriate to the Goods’ country of origin.
- (b) The Service Provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or another document, or any modification thereof provided or designed by or on behalf of the Procuring Agency by giving a notice of such disclaimer to the Procuring Agency;
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or revised version of such codes and standards shall be those specified in the Section V – “Schedule of Requirements” under the Bidding Document. During Contract execution, any such codes and standards changes shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 32.
- 22. Packaging and Documents**
- 22.1** The Service Provider shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall consider, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all transit points.
- 22.2** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC and any other instructions ordered by the Procuring Agency.
- 23. Insurance**
- 23.1** Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 24. Transportation and Incidental Services**
- 24.1** Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall follow the specified Incoterms.
- 24.2** The Service Provider 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 and/ or start-up of the supplied Goods;

- (b) furnishing of tools required for assembly and/ or maintenance or installation of the supplied Goods;
- (c) furnishing 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 agreed by the parties, provided that this service shall not relieve the Service Provider of any warranty obligations under this Contract; and;
- (e) training of the Procuring Agency's personnel, at the Service Provider's plant and/ or on-site, in assembly, start-up, operation, maintenance, and/ or repair of the supplied Goods.

24.3 Prices charged by the Service Provider for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Service Provider for similar services.

25. Inspections and Verifications

25.1 The Service Provider shall, at its own expense and no cost to the Procuring Agency, carry out all such verification and inspections of the Goods and related Services as specified in the SCC.

25.2 The inspections and verifications may be conducted on the premises of the Service Provider or its Subcontractor at point of delivery and/ or at the Goods' final destination, or another place in the Procuring Agency's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Service Provider or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the designated representative(s) at no charge to the Procuring Agency.

25.3 The Procuring Agency or its designated representative(s) shall be entitled to attend the verifications and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Agency bear all of its costs and expenses incurred in connection with such attendance, including but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Service Provider is ready to carry out any such verifications and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Service Provider shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Agency or its designated representative(s) to attend the test and inspection.

25.5 The Procuring Agency may require the Service Provider to carry out any verifications and inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Service Provider's reasonable costs and expenses incurred in the carrying out of such verifications and/or inspection shall be added to the Contract Price. Further, if such verifications and inspection impede the progress of manufacturing and the Service Provider's performance of its other obligations under the Contract, the due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Service Provider shall provide the Procuring Agency with a report of the results of any such test and inspection.
- 25.7 The Procuring Agency may reject any Goods or parts that fail to pass any verifications and inspection or do not conform to the specifications. The Service Provider shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Agency, and shall repeat the verifications and inspection, at no cost to the Procuring Agency upon giving notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Service Provider agrees that neither the execution of a verifications and inspection of the Goods or any part thereof, nor the attendance by the Procuring Agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6 shall release the Service Provider from any warranties or other obligations under the Contract.
- 26.1 Except as provided under GCC Clause 30, if the Service Provider fails to deliver any or all of the Goods by the date(s) of delivery or perform the related Services within the period specified in the Contract, the Procuring Agency may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC 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 percentage specified in those SCC. Once maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

26. Liquidated Damages

27. Warranty

- 27.1 Except as provided under GCC Clause 29, if the Service Provider may terminate the Contract pursuant to GCC Clause 34.
- 27.2 The Service Provider warrants that all the Goods are new, unused, and of the most recent or current or upgraded models with the same brand / OEM and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 27.3 Subject to GCC Sub-Clause 21.1(b), the Service Provider further warrants that the Goods shall be free from defects arising from any act or omission of the Service Provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.4 Unless otherwise specified in the SCC, the warranty shall remain valid for **twelve (12) months** i.e. **one (01) year** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC or for **eighteen (18) months** after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- (a) If the Service Provider determines that the standard warranty as provided by the OEM on certain product / equipment / software under the project is beyond twelve (12) months (e.g. two (2) / three (3) or unlimited years), then the Service Provider will clearly identify the respective warranty period against all such product / equipment / software in its proposal;
- (b) However, if the Service Provider determines that the standard warranty as provided by the OEM on certain product / equipment / software under the project is less than one (01)

year (e.g. six (6) months or below), then the Service Provider will clearly identify the options, services and cost associated in purchasing the extended warranty / maintenance services for up to twelve (12) months i.e. One (1) year on all such product / equipment / software in its proposal.

- 27.5 The Procuring Agency shall promptly notify / inform the Service Provider of the nature of any such defects, together with all available evidence, following the discovery thereof. The Procuring Agency shall afford all reasonable opportunities for the Service Provider to inspect such defects.
- 27.6 Upon receipt of such notice / information, the Service Provider shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof at no cost to the Procuring Agency.
- 27.7 If, having been notified, the Service Provider fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Service Provider under the Contract.

28. Patent Indemnity

- 28.1 The Service Provider shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Service Provider or the use of the Goods in the country where the Project Site is located; and;
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, nor any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Service Provider, pursuant to the Contract.

- 28.2 If any proceedings are brought, or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Agency shall promptly give the Service Provider a notice thereof, and the Service Provider may at its own expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Service Provider fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to

conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its behalf.

28.4 The Procuring Agency shall, at the Service Provider's request, afford all available assistance in conducting such proceedings or claim and be reimbursed by the Supplier for all reasonable expenses.

28.5 The Procuring Agency shall indemnify and hold harmless the Service Provider and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Service Provider may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Service provider 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 Service Provider to pay liquidated damages to the Procuring Agency and;

(b) the aggregate liability of the Service Provider 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 the cost of repairing or replacing defective equipment or to any obligation of the Service Provider to indemnify the Procuring Agency with respect to patent infringement.

30. Change in Laws and Regulation

30.1 Unless otherwise specified in the Contract, if after the date of twenty-eight (28) days prior to the date of bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/ or the Contract Price, then such delivery date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Service Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

31.1 The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to

perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

32. Change in Orders and Contract Amendments

32.1 The Procuring Agency may at any time order the Service Provider through a notice in accordance with GCC Clause 7 to make changes within the Schedule of Requirements specified in the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under this Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the related Services to be provided by the Service Provider.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or the delivery/ completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this Clause must be asserted within thirty days (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order.

32.3 Prices to be charged by the Service Provider 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 Service Provider for similar services.

32.4 **Value Engineering:** The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following:

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s), including a description and estimate of costs (including life cycle costs) the Procuring Agency, may incur in implementing the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or
- (c) improves the quality, efficiency or sustainability of the Goods/ Equipment; or
- (d) yields any other benefits to the Procuring Agency without compromising the necessary functions of Data Centre.

If the value engineering proposal is approved by the Procuring Agency and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the PCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price, but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

- 32.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

33. Extension of Time

- 33.1 If at any time during the performance of the Contract, the Service Provider or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of related Services pursuant to GCC Clause 12, the Service Provider shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance, in which case the parties shall ratify the extension by amendment of the Contract.

- 33.2 Except in the case of Force Majeure, as provided under GCC Clause 31, a delay by the Service Provider in the performance of its delivery and completion obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 2 unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for default

- (a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
 - (i) if the Service Provider fails to deliver any or all of the Goods and related Services within the period specified in the Contract or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 33;
 - (ii) if the Service Provider fails to perform any other obligation under the Contract; or

- (iii) if the Service Provider, in the judgment of the Procuring Agency, has engaged in Coercive or fraudulent or corrupt practices, in competing for or executing the Contract.

- (b) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods and Related Services similar to those undelivered or not performed, and the Service Provider shall be liable to the Procuring Agency for any additional costs for such similar Goods and related Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Procuring Agency may at any time terminate the Contract by giving notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the Procuring Agency.

34.3 Termination for Convenience

- (a) The Procuring Agency, by notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods and related Services that are complete and ready for shipment within Thirty (30) days after the Service Provider's notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods and related Services, the Procuring Agency may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay the Service Provider an agreed amount for partially completed Goods and related Services and materials and parts previously procured by the Service Provider.

35. Assignment

- 35.1 Neither the Procuring Agency nor the Service Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

36. Export Restriction

- 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or the use of the

products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/ Goods, systems or services, and which substantially impede the Service Provider from meeting its obligations under the Contract, shall release the Service Provider from the obligation to provide deliveries or services, always provided, however, that the Service Provider can demonstrate to the satisfaction the Procuring Agency and of the Government that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/ Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Agency's convenience pursuant to Sub-Clause 34.3.

- 37. Effectiveness of Contract and Commencement of Services**
- 37.1 This contract shall come into effect on the date, the Contract is signed by both the parties and such other date as may be stated in the SCC.
- 37.2 The Service Provider shall start carrying out the delivery of Goods and related Services from the date of Contract becomes effective, or at such other date as may be specified in the SCC.
- 37.3 Unless terminated earlier, the Service Provider shall complete the Goods and related Services by the intended completion date, as is specified in the SCC. If the Service Provider does not complete the Goods and related Services by the intended completion date, it may be liable to pay liquidated damage as per GCC Clause-26.1. In this case, the completion date will be the date of completion of all Goods and related Services.
- 38. Independent Contractor Status**
- 38.1 The parties agree that this contract creates an independent contractor relationship, not an employment relationship.
- 38.2 The Service Provider acknowledges and agrees that the Procuring Agency will not provide the Service Provider or its personnel with any remuneration, employees benefits, Health Insurance and that Income Tax / Withholding Tax is Service Provider's responsibility. The Service Provider shall ensure and strictly followed all the applicable laws.
- 39. Relationship of Parties**
- 39.1 Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.
- 40. Miscellaneous**
- 40.1 **Entire Service Level Agreement (SLA)**
The Parties hereto acknowledge, confirm and undertake that this Service Level Agreement (SLA), as at the date hereof, constitutes the entire understanding between the Parties regarding this Project and supersedes all previous written and / or oral representations and / or arrangements regarding this project.
- 40.2 **Counter Parts**
The Contract may be executed in two counterparts, each of which, when executed and delivered, will be an original, and both counterparts together shall constitute one and the same instrument.
- 40.3 **Good Faith**
Each Party shall act in good faith in exercising its rights and performing its obligations under this Contract.

41. Key Performance Indicators (KPIs)

On an annual basis, the evaluation of the Service Provider under the contract shall be carried out with respect to Service Provider's performance as per the following proposed Key Performance Indicators (KPIs). The Technical Committee and / or the Authorized Representative of the Procuring Agency will assess the criteria specified below, prior to the expiration of existing Service Agreement and extension in Service Agreement for the next year shall be awarded subject to avail a minimum **88% Marks** out of **100% Marks** in the Key Performance Indicators:

2. Below is a Score card to analyze the Service Provider's Performance. Use the below numerical rating system to assign values to the Service Provider / Contractor's Performance or area in question.

For the Month		Evaluation Criteria (Hrs.)				
Services	Poor	Average	Satisfactory	Good	Excellent	
Call Response	>12	8	4	2	1	
Backup	>48	36	24	16	8	
Meantime to Parts Replacement	>48	36	24	16	8	
Meantime to repair / rectify problem	>48	36	24	16	8	
Preventive Maintenance	>8 Months	7 Months	6 Months	3 Month	1.5 Month	

Weight	Services	Poor	Average	Satisfactory	Good	Excellent	Points
		20%	40%	60%	80%	100%	
20	Call Response					x	20
15	Backup				x		12
20	Meantime to Parts Replacement					x	20
20	Meantime to repair / rectify problem				x		16
25	Preventive Maintenance				x		20
100							88

Call Response	: Amount of time during which the vendor/contractor must respond (call/email/visit) to the reported incident.
Backup	: Provisioning of backup components/parts/technical solutions of SLA equipment kept in inventory by the vendor/contractor.
Meantime to Parts Replacement	: Amount of time during which the faulty item is replaced by the vendor/contractor.
Meantime to repair / rectify problem	: Amount of time during which the faulty item is repaired / resolved by the vendor/contractor.
Preventive Maintenance	: Number of equipment health checkup by vendor/contractor during the SLA period.

Less Than	20%	-	-	Poor
Less Than	40%	and Above	20%	Average
Less Than	60%	and Above	40%	Satisfactory
Less Than	80%	and Above	60%	Good
Equals or Above	80%			Excellent

Month 1	88
Month 2	75
Month 3	90
Month 4	70
Month 5	75
Month 6	70
Month 7	85
Month 8	85
Month 9	90
Month 10	80
Month 11	80
Month 12	70
Total Year Score	958
12 Months Average	80

SECTION VII – SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Description
GCC 1.1 (i)	The Procuring Agency's Country is: Islamic Republic of Pakistan
GCC 1.1 (j)	The Procuring Agency is: Finance Department, Government of Sindh (Secretariat), Karachi
GCC 1.1 (n)	<p>The Project Site is:</p> <p>Karachi: I.T Data Centre, Ground Floor, Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi, Sindh-Pakistan.</p> <p>The delivery of all the Goods and related Services shall be made to the office as mentioned above as further specified under Section V – Schedule of Requirements (List of BOQs and Scope of Services).</p>
GCC 3.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by the incoterms, they shall be as prescribed by other internationally accepted trade terms.
GCC 3.2 (b)	The version edition of Incoterms shall be: 2020
GCC 4.1	The language shall be: English
GCC 7.1	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: The Deputy Secretary (Admn & Accounts), Finance Department, Government of Sindh</p> <p>Address: Room No. 41, Sixth Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road</p> <p>City: Karachi</p> <p>Telephone: +92 21 99222115 +92 21 99222111 +92 21 99222113</p> <p>Fax: NIL.</p> <p>E-mail: deputysecretaryadmin&accounts@finance.gos.pk procurementfd@finance.gos.pk</p>
GCC 8.1	The governing law shall be the law of: Islamic Republic of Pakistan

GCC 9.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows: Contract with the Service Provider of the Procuring Agency's country: Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall be referred to adjudication/ arbitration following of the Procuring Agency's Country.
GCC 15.5	The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be 60 days. The interest rate that shall be applied is the Karachi Interbank Offered Rate (KIBOR) at the date when the interest starts to apply.
GCC 17.1	A performance security shall be required. The amount of performance security shall be 5% (five percent) of the Contract Price.
GCC 17.3	The Performance Security shall be in the form of an unconditional bank guarantee issued or confirmed by a commercial bank of the Procuring Agency's Country in the prescribed format attached with the Bidding Document or pay order or demand draft in favor of the Secretary to Government of Sindh, Finance Department, Government of Sindh for a period of Twelve (12) months from the date of its submission. The performance security shall be denominated in a freely convertible currency acceptable to the Procuring Agency in accordance with the Contract Price.
GCC 17.4	Discharge of the performance security shall take place within twenty-eight (28) days following the date of satisfactory completion of the Service Provider's performance obligations under the Contract.
GCC 22.2	The packing, marking, and documentation within and outside the packages shall be: Finance Department, Government of Sindh (Secretariat) Karachi.
GCC 23.1	The insurance coverage shall be as specified in the Incoterms: N/A
GCC 24.1	Responsibility for transportation of the Goods and related Services as specified in the Incoterms, DDP Karachi [as mentioned under SCC GCC 1.1 (o)]. The Service Provider is required under the Contract to transport the Goods and related Services to a specified place of final destination/ delivery place within the Procuring Agency's Country, defined as the Project Site, transport to such place of destination in the Procuring Agency's Country, including insurance, storage, installation, operation, and maintenance, as specified in the Contract, shall be arranged by the Service Provider, and related costs shall be included in the Contract Price.

GCC 24.2	Incidental services are installation, commission, performance, repair, and maintenance during the Services' operational or warranty period. The price quoted in the bid or agreed with the selected Service Provider shall be included in the Contract Price.
GCC 25.1	The inspection shall be done at the final destination/ delivery place to ensure the Goods received to comply with the required specification, mutually agreed by both parties, and are fully operational.
GCC 25.2	The Inspection shall be conducted at the Project's site indicated under Part II - Supply Requirements.
GCC 26.1	The liquidated damage shall be 0.5% per day. The maximum amount of liquidated damages shall be 10% of the Contract Price.
GCC 27.3	The period of validity of the warranty shall be Twelve (12) months that shall start with effect from the Goods delivery at the respective destined Site. For purposes of warranty, places of destinations shall be same as delivery place.
	GCC 27.3 – In partial modification of the provisions, the warranty period shall be Twelve (12) months effective from the Goods delivery and its installation date. The Service Provider shall also comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Service Provider, these guarantees are not attained in whole or in part, the Service Provider shall, at its discretion, either:
	<ul style="list-style-type: none"> (i) make such changes, modifications, and/or additions to the Goods and its related Services or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests following GCC 25.7; or (ii) pay liquidated damages to the Procuring Agency for failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10% of the Contract Price; or (iii) Assume responsibility to provide after-sales service (hardware only following the standard terms and conditions) at its cost during the warranty period for the delivered Goods. This condition shall apply to the international warranty only.
GCC 32.4	The Procuring Agency shall not consider any value-engineering proposal from a Service Provider.

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LETTER OF ACCEPTANCE

[Use letterhead paper of the Procuring Agency]

[Date.....]

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

Subject: *Notification of Award Contract No.*

This is to notify you that your bid dated *[insert date]* for the execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are advised to furnish the original copies of (i) the performance security within seven (7) days in accordance with the conditions of the Contract, using for that purpose one of the performance security forms; and (ii) the Contract agreement affixed stamp duty equivalent to 0.30% of the Contract Price or any other applicable rate prevailing on the agreement's registry date following the provisions of the Stamp Act, 1989.

You are further advised to confirm in writing, within five (5) days, reckoned from the date of receipt of this letter, its acceptance of matters set out herein, and its willingness to execute the Contract in the form enclosed to this letter.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: *Contract Agreement*

SERVICE AGREEMENT

[The successful Bidder shall fill in this form following the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Agency]*, a *[insert description of the type of legal entity, for example, an agency of the Ministry of ... of the Government of [insert name of Country of Procuring Agency], or a corporation incorporated under the laws of [insert name of Country of Procuring Agency]]* and having its principal place of business at *[insert address of Procuring Agency]* (hereinafter called "**the Procuring Agency**"), of the one part, and
- (2) *[insert name of Service Provider]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "**the Service Provider**"), of the other part:

WHEREAS the Procuring Agency invited bids for certain Goods and ancillary services, viz., *[insert a brief description of the Goods and related Services]* and has accepted a bid by the Service Provider for the supply of those Goods and related Services.

The Procuring Agency and the Service Provider agrees as follows:

1. In this Agreement, words and expressions shall have the same meanings as are assigned to them in the Contract documents.
2. The following documents shall be deemed to form, read, and construe as part of this Service Agreement. This Service Agreement shall prevail over all other contract documents.
 - (a) the letter of acceptance;
 - (b) the letter of bid;
 - (c) the addenda Nos. _____ (if any);
 - (d) Special Conditions of Contract (SCC);
 - (e) General Conditions of Contract (GCC) (including Key Performance Indicators);
 - (f) the Part 2 - Supply Requirements, (including the Section V - Schedule of Requirements and Scope of Services);
 - (g) the price schedule form;
 - (h) Invitation of Bid (IFB) Document;
 - (i) any other document listed in GCC as forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as specified in this Service Agreement, the Service Provider 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 Service Provider 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 times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Service Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Agency

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider

Signed: *[insert signature of authorized representative(s) of the Service Provider]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

PERFORMANCE SECURITY

(BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of the Procuring Agency]*
Date: *[Insert date of issue]*
Performance Guarantee No.: *[Insert guarantee reference number]*
Guarantor: *[Insert name and address of the place of issue, unless indicated on the letterhead]*

We have been informed that _____ *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (the 'Applicant') has been issued a letter of acceptance bearing the letter's reference number _____ for the supply of *[insert description of Goods and related Services]* to the Beneficiary (the 'Letter of Acceptance').

Furthermore, we understand that, according to the Letter of Acceptance, performance security in the form of a bank guarantee or otherwise is required to be submitted by the Applicant to the Beneficiary.

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 *[insert amount in figures]* () *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than _ Day of __, 2__², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

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

¹ *The Guarantor shall insert an amount representing the percentage of the accepted Contract Price specified in the Letter of Acceptance and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 17.4. The Procuring Agency should note that in the event of an extension of this date for completion of the Contract, the Procuring Agency would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

PART 4 – APPENDICES

Finance Department

APPENDIX A – INTEGRITY PACT

Declaration of Fees, Commission and Brokerage etc. Payable by the Supplier

Contract No. _____
 Contract Value: _____
 Contract Title: _____

Dated _____

..... *[insert name of Service Provider]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Sindh ('GoS') or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, *[insert name of Service Provider]* represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation fee or otherwise, with the object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoS, except that which has been expressly declared pursuant hereto.

[Insert name of Service Provider] 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Insert name of Service Provider] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instruments, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, *[insert name of Service Provider]* agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to a ten (10) time sum of any commission, gratification, bribe, finder's fee or kickback given by *[insert name of Service Provider]* as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of the Procuring Agency: _____
 Signature: _____

[Seal]

Name of the Service Provider: _____
 Signature: _____

[Seal]

APPENDIX B – AFFIDAVIT (NON-BLACKLISTING)*[On Non-Judicial Stamp paper of PKR 50]**[Location, Date]*To: *[Name and address of the Procuring Agency]*Re: **PROCUREMENT OF MAINTENANCE AND SUPPORT SERVICES FOR TIER-I
DATA CENTRE OF FINANCE DEPARTMENT, GOVERNMENT OF SINDH
(SECRETARIAT) KARACHI.**
.....

Dear Sir:

Pursuant to the Invitation for Bids dated *[insert the date]* in respect of the subject procurement, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[insert name of Bidder/ member of consortium]*:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Contract;
- (d) is not blacklisted by any Federal or Provincial Governmental or Non-Governmental Department/ Agency in Pakistan, or any other Provincial Government / Governments of any foreign countries or their Governmental bodies and/ or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed under Section III – Qualification and Evaluation Criteria of the Bidding Document.

Yours sincerely,Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

APPENDIX C – POWER OF ATTORNEY

[On Non-Judicial Stamp paper of PKR 50]

[Location, Date]

To: *[Name and address of the Procuring Agency]*

Re: **PROCUREMENT OF MAINTENANCE AND SUPPORT SERVICES FOR TIER-I DATA CENTRE OF FINANCE DEPARTMENT, GOVERNMENT OF SINDH (SECRETARIAT) KARACHI.**.....

Dear Sir:

Know all men by these presents, we, _____ *[insert name and address of the registered office of the firm]*, do hereby constitute, appoint and authorize Mr./ Ms. _____ *[insert name and father name]* who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our bid for the subject procurement, including signing, authenticating and submission of application/ bid and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Finance Department, Government of Sindh or any other Government entity or any person, in connection with the procurement until the culmination of the process of bidding and after that till the execution of relevant procurement documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds, and things done by our attorney mentioned above shall and shall always be deemed to have been done by us.

For and on behalf of *[insert name of the relevant Member]*

Authorized Signature [In full and initials]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

Witnesses:

Signature: _____	Signature: _____
Name: _____	Name: _____
CNIC No.: _____	CNIC No.: _____

APPENDIX D – DOCUMENTS CHECKLIST

The prospective Bidder shall provide the checklist containing information of the required documents accompanied with the technical proposal that must be appropriately filled, signed and stamped by the Bidder's authorized representative. While submitting the bid, the technical proposals need to follow the instructions as recommended below:

the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);

the documents are printed using paper's double sides, where possible;

the documents are indexed with page numbers as mentioned below;

the documents (Technical Proposal) do not disclose any information relating to financial bid;

the documents are submitted, preferably using two-holes file folders/ pockets.

Bidder's Name: _____

RFP Ref. No: _____

Procuring Agency: FINANCE DEPARTMENT, GOVERNMENT OF SINDH

Project Title: PROCUREMENT OF MAINTENANCE AND SUPPORT SERVICES FOR TIER-I DATA CENTRE OF FINANCE DEPARTMENT, GOVERNMENT OF SINDH (SECRETARIAT) KARACHI.

Submission Date: 17th July, 2024

Time: 11:00 am

Technical Proposal: Pages

Sr.	Document Title with Description	Check	Pages
Initial Requirements:			
1.	Technical and Financial proposals are in a Single Package containing Two separates and sealed envelopes	<input type="checkbox"/>	
2.	Alternative bids or proposals are not submitted	<input type="checkbox"/>	
3.	All pages of original Proposal initialed by Authorized Representative of Bidder	<input type="checkbox"/>	
4.	Checklist has been properly filled and indexed as per instruction provided above	<input type="checkbox"/>	
Technical Proposal Requirements (Preliminary Qualification Criteria):			
5.	Nationality	<input type="checkbox"/>	
6.	Letter of Bid as per the format mentioned at Section-IV in the Bidding Document	<input type="checkbox"/>	
7.	Bidder's Information Form as per the format at Section-IV in the Bidding Document	<input type="checkbox"/>	
8.	Company Profile <i>Or</i> Equivalent	<input type="checkbox"/>	
9.	Compliance to the Technical Specifications as per the requirement specified under Part 2-Supply Requirements in the Bidding Document	<input type="checkbox"/>	
10.	Catalogue / Brochures / Technical Data Sheets	<input type="checkbox"/>	
11.	Manufacturer Authorization Letter (MAL) as per the format at Section-IV in the Bidding Document	<input type="checkbox"/>	
12.	Registration Documents (NTN, GST & Professional Tax Certificates)	<input type="checkbox"/>	
13.	Appendix C- Power of Attorney	<input type="checkbox"/>	
14.	Appendix B – Affidavit (Non-Blacklisting)	<input type="checkbox"/>	
15.	Qualification Track Record (Copies of contracts, completion certificates and purchase orders)	<input type="checkbox"/>	
16.	Audited Financial Statements (Balance Sheets, Income and Cash Flow Statements)	<input type="checkbox"/>	

Technical Proposal Requirements (Evaluation Criteria):		
17.	General Requirements	<input type="checkbox"/>
18.	Financial Capabilities	<input type="checkbox"/>
19.	Key Professionals / Offices setup across Pakistan	<input type="checkbox"/>
20.	Past & Present Working Experience	<input type="checkbox"/>
21.	Project Completion & Other Certifications	<input type="checkbox"/>
Financial Proposal Requirements:		
22.	Financial Proposal Submission Form	<input type="checkbox"/>
23.	Price Schedule Form	<input type="checkbox"/>
24.	Form of Bid Security (Bank Guarantee) or manner of similar / Equivalent (Bid Security (2% of the quoted Bid Price)	<input type="checkbox"/>
25.	Bid Security covers minimum time, i.e. valid up to 28 days beyond bid validity period i.e. 90-Days	<input type="checkbox"/>
<i>For additional documents relating to the criteria, please add rows to accommodate the information.</i>		

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Stamp: _____

-----**END**-----