

TENDER NOTICE

Bids are invited from authorized distributors/suppliers registered with Income Tax and Sales Tax Department for **Procurement & Installation of IT Equipment** under provision of development project “Integrated Energy Planning (IEP) for Sustainable Development” during financial year 2021-22.

2. Bidding document, which are containing details of items to be purchased, terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, are available for interested bidders at the following address. The bidding document can be downloaded from web address www.pc.gov.pk

3. Bids prepared in accordance with instructions in the bidding document must reach at following address on or before **30-08-2021 upto 03:00 p.m.** Bids will be opened on the same day **at 03:30 p.m.** in presence of bidders or their authorized representatives. The advertisement along with bidding document is also available on PPRA web address www.ppra.org.pk

Project Director,
“Integrated Energy Planning for Sustainable Development”
Ministry of Planning, Development and Special Initiatives
1st Floor, S&T Building, Constitution Avenue, G-5/2,
Islamabad
Ph: 051-9220633



**Planning Commission
Ministry of Planning, Development & Special Initiatives, Islamabad
Government of Pakistan**

Bidding Document
For
Procurement & Installation of IT Equipment
For
Project
“Integrated Energy Planning (IEP)
for Sustainable Development”

August, 2021

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Invitation for Bids (IFB)

For Procurement & Installation of IT Equipment for Project titled “Integrated Energy Planning (IEP) for Sustainable Development”

Ministry of Planning, Development and Special Initiatives (M/o PDSI) Islamabad invites sealed bids from reputed national and international manufacturers, their authorized partners (Distributors, Resellers or Authorized Letter from mentioned Partners) in Islamabad, Pakistan with high repute for procuring high quality and genuine items/solution.

2. Bidding shall be conducted through **Single Stage–Two Envelope** Bidding Procedure as per PPRA Rules. Envelopes should be clearly marked as **TECHNICAL & FINANCIAL PROPOSALS** in bold & legible letters on respective envelopes. The bidders are bound to provide their complete information along with postal as well as valid email address and phone number(s) on each of the respective envelopes.

3. Bidding documents, detailed description and quantities of items, collected from the address mentioned in this Invitation for Bids (IFB). The bids shall reach at the address mentioned at Clause 2.8 on or before 15:00hrs on **30-08-2021**. The bids shall be opened on the same day at 15:30hrs by the Procurement Committee in the presence of Representatives of the bidders in the Ministry of Planning, Development & Special Initiatives, 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad. Bid submitted after due date & time shall not be entertained. A pre bid meeting will be held on **23-08-2021**, at Ministry of Planning, Development & Special Initiatives, 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad. The exact time and venue will be communicated at appropriate time to bidders issued the Bid Document. The bid must be accompanied with separate Bid Security @ 2% of the bid value quoted in the shape of Pay Order/ Demand Draft in the name of the DDO, Integrated Energy Planning for Sustainable Development, Ministry of Planning, Development and Special Initiatives. Late bids will be treated as non-responsive and will not be entertained. Bids/Rates shall be quoted in Pak Rupees and on FOR basis (delivery at premises) inclusive of all taxes where applicable.

4. Bidders are required to offer most competitive lowest rate but with high standard quality inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules. The bid must be valid up to 90 days (Mutually extendable) from date of opening of the bid. The Purchaser reserves the right to reject any or all the bids as per provisions contained in Rules of PPRA Procurement Rules.

Project Director
Integrated Energy Planning for Sustainable Development,
Ministry of Planning, Development and Special Initiatives
1st Floor, Science & Technology Building, Constitution Avenue G5/2, Islamabad
Tel: 051-9220633

**Section 1:
Instructions to the Bidders
(ITB)**

Section I: Instruction to Bidders including Data Sheet

Bid Data Sheet

| ITB Ref | Description | Detail |
|----------------|--|--|
| ITB Clause 2.1 | Bid Reference Number | No. 48(5)/IEP/Proc/IT/PC/2021 |
| ITB Clause 2.2 | Name of Goods | IT Equipment |
| ITB Clause 2.3 | Commencement date of provision of Bidding Document | 13-08-2021 |
| ITB Clause 2.4 | Closing date of issuance of Bid documents | 30-08-2021 (before 3:00 pm) |
| ITB Clause 2.5 | Submission of written clarifications by bidders | Before 23-08-2021 |
| ITB Clause 2.6 | Pre-Bid Meeting | 23-08-2021 at 3:00 pm |
| ITB Clause 2.7 | Last date and time for submission of bids | 30-08-2021 till 3:00 pm |
| ITB Clause 2.8 | Bid Submission Address | Project Director Integrated Energy Planning for Sustainable Development Project, Ministry of Planning, Development and Special Initiatives 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad |
| ITB Clause 3 | Bidding Process | Single Stage Two Envelopes (Technical + Financial) of PPRA Rules. |
| ITB Clause 23 | Clarification(s) on Bidding Documents | Data Management Specialist Integrated Energy Planning for Sustainable Development Project |
| ITB Clause 14 | Integrity Pact | For all procurements exceeding Rs. 10.00 million, it is mandatory for the Supplier to submit, along with Performance Guarantee, an Integrity Pact as per the format provided at Tech Form 6 of this Bidding Document. |

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|-----------------|--|--|
| ITB Clause 15 | Language of bid | English |
| ITB Clause 20.1 | Specific Description of Goods in the Bidding Documents | Quotations will be submitted as per in Section-III: Schedule of Requirements of the Bidding Documents. Any item that does not fulfill desired specification and mandatory requirements, the bid shall be rejected straightaway. |
| ITB Clause 18.1 | Bid Price | Bid Price shall be inclusive of all duties, taxes & levies. |
| ITB Clause 18.2 | Currency of Bid | PKR – Pakistan Rupees |
| ITB Clause 24 | Name of the Bid Form (Primary documents) | TECH FORM 1: Technical Proposal Cover Letter TECH FORM 2: Bid Cover Sheet TECH FORM 3: Affidavit TECHFORM4: Eligibility of the Bidders & Goods TECH FORM 5: Manufacturer/Distributor’s Authorization TECH FORM 6: Integrity Pact TECH FORM 7: Summary of Similar Contracts TECH FORM 8: CVs of Technical Resource FINFORM 1: Financial Proposal Cover Letter FINFORM2: Price Schedule |
| ITB Clause 25 | Amount of Bid Security / Earnest Money | The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money in the shape of Pay Order/ Demand Draft, equivalent to 2% of the total bid price for each item quoted by him separately, in the name of Integrated Energy Planning for Sustainable Development |
| ITB Clause 19 | Bid validity period | 90 days (Mutually extendable) |
| ITB Clause 26 | Date, time and venue of opening of technical bids | 30-08-2021, at 03:30pm , 1 st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad. |

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| ITB Clause 6 | Performance Guarantee / Performance Security | The Performance Security, in the form of Bank Guarantee/ Pay Order/ Demand Draft, shall be 10% of the total contract price quoted at the time of Letter of Acceptance (LOA) and it shall be submitted in the Ministry of Planning, Development & Special Initiatives, 1 st Floor, Science & Technology Building, Constitution Avenue G5/2, Islamabad |
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Terms & Conditions

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Instructions to the Bidder -Terms & Conditions

Following are Terms & Conditions for Bidding and subsequent Contract. The provisions mentioned herein will become part of the Contract. Whenever there is a conflict, the Special Provisions shall prevail over General Provisions of the Contract.

1. Definitions

In this document, unless there is anything repugnant in the subject or context:

- a) "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- b) "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- c) "Authority" means Ministry of Planning, Development & Special Initiatives.
- d) "Bidder" means the Firm/Company/Supplier/Distributors fulfilling the eligibility criteria and participating in the bidding for provision of I.T. related equipment as per provision of bid document/ contract.
- e) "Contractor" or "Supplier" means the person/firm/company whose Tender has been accepted and awarded letter of intent followed by the Contract by the Purchaser.
- f) "Purchaser" means "Integrated Energy Planning (IEP) for Sustainable Development" Project, M/o Planning, Development & Special Initiatives, for the purposes of the Contract.
- g) "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- h) "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damages in Goods and Services provided, under the Contract.
- i) "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- j) "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- k) "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

- l) "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.
- m) "Delivery Acceptance Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- n) "Works" means work to be done by the Contractor under the Contract.
- o) "Inventory List" means a list of equipment/ supplies bearing details of make/ model/quantity/unit price/ warranty/location of supply/ installation/ manufacturer/authorized workshop, duly signed by the Contractor and verified by the Client.

1.1 Basic Information

1.2 Bid reference number: **48(5)/IEP/Proc/IT//PC/2021**

1.3 The Goods are: **IT Equipment**

1.4 Commencement date of provision of bidding document is **13-08-2021**

1.5 Closing date of issuance of Bid documents is **30-08-2021**

1.6 Submission of clarifications in writing by bidders is **Before 23-08-2021**

1.7 Pre-Bid Meeting will be held on **23-08-2021**

1.8 Last date for bid submission will be **30-08-2021**

1.9 Bid Submission Address is as following:

Project Director
Integrated Energy Planning for Sustainable Development Project
Ministry of Planning, Development and Special Initiatives
1st Floor, Science & Technology Building, Constitution Avenue G5/2, Islamabad

2. Tender Scope

Ministry of Planning Development & Special Initiatives (M/oPD&SI), (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders” or “the Bids”) for supply and installation of Goods mentioned in this Bidding Document.

3. Tender Eligibility

3.1 Eligible Tenderer/ Bidder is a Tenderer/ Bidder who:

3.2 Has a registered office in Pakistan;

3.3 Has required relevant experience;

3.4 Has the required relevant qualified personnel.

3.5 Is manufacture of Goods/ provider of Services or authorized dealer/ distributor/ reseller/ agent of original manufacturer of Goods/ provider of Services.

3.6 Conforms to the terms & conditions of “Responsiveness of Bid” given herein various sections of this tender document.

4. Bidding Process & Evaluation Criteria

The details of bidding process & evaluation criteria is provided in Section II of this document.

5. Country of Origin/ Eligible Countries

5.1 All countries and territories as indicated in **Section V** of the Bidding Documents, “Eligibility for the Provisions of Goods, Works, and Services.”

5.2 Goods and Services can only be supplied / sources / routed from “origin” in “eligible” member countries. “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

5.3 "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

6. Standards

The quoted product, at the time of technical evaluation and on delivery, shall conform to the standards as prescribed in specifications and in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

7. Performance Security

- 7.1 The successful Tenderer/Bidder shall furnish Performance Security against successful item/ items as under:
- 7.1.1 within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;
 - 7.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender/ Bidding Document;
 - 7.1.3 for a sum equivalent to 10% of the contract value;
 - 7.1.4 denominated in Pak Rupees;
 - 7.1.5 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, whichever is later.
- 7.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- 7.2.1 If the Contractor commits a default under the Contract;
 - 7.2.2 If the Contractor fails to fulfill any of the obligations under the Contract;
 - 7.2.3 If the Contractor violates any of the terms and conditions of the Contract;
 - 7.2.4 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
 - 7.2.5 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Intent and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.
- 7.3 Performance Security shall be returned after successful completion of the contract in accordance with the Warranty& support.

8. Inspections and Tests

Inspection and tests of Goods and final acceptance is as follows: Equipment Delivery & Inspection Report by Inspection Sub-Committee and followed by issuance of Delivery Acceptance Certificate (DAC) by Finance & Administrative Officer on behalf of Procurement Committee to process payment of items.

9. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the

Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

10. Delivery and Documents

Delivery of all intended items shall be at Ministry of Planning, Development & Special Initiatives, 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad and it shall be maximum Ten (10) weeks.

10.1 Purchase order can be cancelled along with forfeiture of Performance Guarantee in case of delay exceeding 4 weeks after standard delivery time of 06 weeks mentioned in ITB Clause 11.1

10.2 Applicable Delivery Mode: Delivered Duty Paid (DDP) of Inco terms 2011

10.3 Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware, software and documentation. The approach shall address shipment of deliverables to the designated installation site(s). The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods at the locations, as specified by the Purchaser at the time of delivery.

10.4 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing to proceed without interruption. If it shall appear to the Purchaser that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

10.5 The Contractor shall provide maintenance, supply and procurement support necessary for Purchaser to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

11. Spare Parts

11.1 After sale service with spare parts shall be at least 12 months for each item from the Manufacturer (Where applicable).

- 11.2 After sale service without spare parts shall be further 2 years subsequent to period mentioned in Clause 12.1 above. (Where applicable).
- 11.3 The Contractor shall ensure that the Goods provided by the Contractor, under the Contract are standard and of exact or better specifications, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 11.4 The Contractor shall further ensure that the Goods and Services provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Goods and Services.
- 11.5 The Contractor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.
- 11.6 The Contractor shall ensure availability of spare parts and technical assistance for all components for at least **three years**, without major changes, after the completion of final acceptance.
- 11.7 The Contractor shall give six months' advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Security.
- 11.8 The Contractor shall also identify and provide the following:
- (i) Items (repairable spares, parts and consumable supplies) that are needed to maintain performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one year of operating stock;
 - (ii) critical items, whose failure would cause a system failure;
 - (iii) items of high cost and/or long lead time (over thirty working days);

12. Warranty

- (a) Warranty as per standard. The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with Clause 9,

Or

- pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1.5% per week up to a maximum of 06% of the total Contract price.
- (b) The Contractor shall warrant to the Purchaser that the Goods supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, unaltered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- (c) The Contractor shall further warrant that the Goods supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.
- (d) The Contractor shall provide Manufacturer's standard warranty (where applicable) for standard duration (hereinafter referred as Warranty Period), after the issue of Acceptance Certificate in respect of Goods and Services or any portion thereof, as the case may be, which will include:
- a. Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation at Purchaser's premises in Islamabad and within 72 hours in case of operational office out of Islamabad;
 - b. On site replacement of defective/ damaged Goods, if repair of such Goods involves a duration exceeding 24 hours.
- (e) The Warranty Period shall start from the date of installation/ configuration/ deployment of the Goods on site
- (f) The Purchaser shall, by written notice served on the Contractor, promptly indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective/ damaged Goods or parts thereof on site, without any cost to the Purchaser.
- (g) The Bidders shall clearly mention Terms and Conditions of service agreements for the Goods to be supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service

setup, details of qualified engineers, etc.

- (h) The Purchaser retains the right to enter or NOT into annual maintenance contract with the Supplier for the goods supplied.
- (i) The end user licenses and end user warranties shall be in the name of Purchaser, for the Goods supplied under the Contract.

13. Integrity Pact

Procurements exceeding the prescribed limit **specified in the BDS** shall be subject to an integrity pact, as specified by regulation with approval of the Federal Government, between the procuring agency and the suppliers or contractors.

14. Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies after successful replacement of the same.

15. Defects Liability Expiry Certificate

- 15.1 The Contractor shall, after expiry of the Warranty Period, by written notice served on the Purchaser, apply for a Defects Liability Expiry Certificate.
- 15.2 The Purchaser shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

16. Payment for Goods supplied

The method and conditions of payment to be made to the Supplier under the Contract shall be as follows:

- Payment shall be made in **Pak. Rupees** through **crossed cheque** in the following manner:
- 100% percent of the Contract Price of the Goods shall be processed to Supplier within thirty (30) days from the time of delivery subject to inspection, installation,

commissioning and acceptance of complete system on provision of documents specified as follows:

- i. The Supplier in accordance with the terms and manners specified in the Schedule of Requirements shall make delivery of the goods.
- ii. The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- iii. The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered and accepted.

17. Disputes Resolution

17.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

17.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Islamabad, Pakistan. The award shall be final and binding on the parties.

18. Extensions in time for performance of obligations under the Contract

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

19. Assignment / Subcontract

19.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

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

20. Governing Language

The Governing Language shall be: English

21. Applicable Law

21.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

21.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Federal, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

21.3 The Courts at Islamabad shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind, arising out of or in connection with the Contract.

22. Notices & Clarifications

22.1 Purchaser's address for notices and clarification purposes:

Project Director
Integrated Energy Planning for Sustainable Development Project
Ministry of Planning, Development and Special Initiatives
1st Floor, Science & Technology Building, Constitution Avenue G5/2, Islamabad

22.2 Supplier should provide focal person's contact details, i.e., name, address, telephone, email.

23. Clarification of the Bidding Document

The prospective bidders may solicit clarification of the Bidding Document, within the duration **specified at Clause 2.5**, in writing at the address mentioned at **Clause 23.1**. The clarification and its replies will be shared with all prospective bidders.

24. Duties, Taxes & Levies

24.1 The Unit price quoted by the bidder shall be: inclusive of all duties, taxes & levies. The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed and to make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan

24.2 All items in the Bid shall be quoted in Pakistan Rupees (PKR) and remain valid as per Clause 25 herein.

25. Bid Validity

25.1 The Bidder shall provide a minimum validity period of ninety (90) days from the last date for submission of the Bids.

25.2 The Purchaser, at any time before final contract signing, may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid security shall also be proportionately extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security.

26. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses.

27. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

28. Rejection of Bids

28.1 Bids will be submitted for item/ items mentioned in Section III: Schedule of Requirements of the **Bidding Document**. Any item that does not fulfill described specifications and mandatory requirements, the bid shall be rejected straightaway.

28.2 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids but is not required to justify those grounds.

28.3 The Procuring Agency incurs no liability, solely by virtue of its invoking ITB Clause 28.1 above towards Bidders who have submitted bids.

28.4 Notice of the rejection of any or all bids shall be given to the concerned Bidders that submitted bids.

29. Blacklisting

- 29.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or Letter of Intent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.
- 29.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract, during procurement process or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

30. Forfeiture of Performance Security

- 30.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or letter of Intent, the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 30.2 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount may be forfeited and the company may not be allowed to participate in future tenders as well.

31. Termination for Default

- 31.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.
- 31.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar

Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

32. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

33. Termination for Convenience

33.1 The Purchaser may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

33.2 The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:

- to have any portion thereof completed and delivered; and/or
- to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

34. Joint Venture

Joint Venture is allowed. JV deed and relevant documents regarding deed constituted prior to bid submission date will be submitted and entertained. The bidder should not subcontract any work as a part of this project after submission of bids, without prior written consent from Ministry of Planning, Development & Special Initiative.

35. Right to Alter Quantities and requirements prior to Bid submission

35.1 At any time prior to the deadline of submission of Bids, Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by bidders, modify the Bid Document by amendment, which will be communicated through email to the bidders who have already been issued Bid Document.

35.2 All such amendments shall become part of the Bid Document.

35.3 Purchaser reserves the rights to alter quantities, revise/modify all or any of the specifications, delete some items specified in this offer, when finalizing its requirements.

35.4 No Commitment to Accept Lowest or Any Bid: Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this bid notice and shall be entitled to reject any or all bids without assigning any reason whatsoever.

36. Right to Alter Quantities and requirements at time of or after Contract Award

36.1 The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.

36.2 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.

36.3 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor

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

36.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

37. Re-Bidding

37.1 If the procurement entity has rejected all bids under Rule, it may call for a re-bidding.

37.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

38. Force Majeure

38.1 Force Majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Purchaser or of the Contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force Majeure. If by reasons of Force Majeure supplies cannot be

delivered by the due delivery date, then the delivery date may be extended appropriately by the Purchaser keeping in view all the circumstances and requirements of the Purchaser.

38.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

38.3 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

39. Bid Forms, Documents & Attachments

39.1 The Technical Proposal shall comprise the following forms and documents, without quoting the price:

- a) Technical Proposal Covering Letter (Tech Form 1)
- b) Bid Cover Sheet (Tech Form 2)
- c) Affidavit (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed) (Tech Form 3)
- d) Evidence of eligibility of the Bidder and the Goods (Tech Form 4)
- e) Authorization Certificate / document from the principal / manufacturer. (Tech Form 5)
- f) Integrity Pact Certificate for Contract greater than **Rs. 10.00 million (Tech Form 6)**
- g) Summary of Similar Contracts/ Projects (Completed & Ongoing) (Tech Form 7)
- h) CVs of Technical Resources (Tech Form 8)

For All ITEMS

- i) Technical Brochures / Literature (if any)
 - j) Project Timeline for Delivery, Installation & related Services
 - k) The statement must be signed by the authorized representative of the Bidder
 - l) Valid Registration Certificate for Income Tax, Sales Tax and ATL status.
 - m) Details of Warranty, After-Sale Service, spare parts and onsite support
 - n) Compliance Sheet–Checklist ensuring Conformity of the Goods / Services to the Bid Document.
- 39.2 The Financial Proposal shall comprise the following forms and instruments:

- a) Financial Proposal Covering Letter (Fin Form 1)

- b) Price Schedule (Fin Form 2)
- c) Bid Security equal to 2% of Bid Value of the quoted items.

40. Bid Security/ Earnest Money

The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the total bid price for quoted items in the name of DDO, IEP for Sustainable Development Project.

41. Date, time and venue of opening of Bids

41.1 Technical Proposal will be opened 30 minutes after Bid Submission on the same date and venue as of Bid submission mentioned in Clause 2.

41.2 Date, time and venue of opening of Financial Proposals will be communicated by the Purchaser only to the technically qualified & compliant bidders at an appropriate time.

SECTION II
Bidding Process &
Evaluation Criteria

Section II: Bidding Process, Evaluation Procedure& Criteria of Bids

Bidding Process

Single stage two envelopes bidding process will be adopted under Quality and Cost Based Selection (QCBS) System and procedures described in this Bid Document, in accordance with the PPRA Rules.

Bidding Process, Evaluation Procedure & Criteria for Bids is mentioned as follows:

1. Submission of Bids

Single stage – two envelopes, procedure would be adopted for submission and opening of bids.

- 1.1. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- 1.2. The envelopes shall be marked as “TECHNICAL PROPOSAL and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion
- 1.3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.

2. Opening of the Bids

- 2.1. Bids shall be opened, at the given place, time and date, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation.
- 2.2. Initially, Technical Proposals shall only be opened and evaluated for compliance to technical requirement of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- 2.3. The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 2.4. No bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during bid opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

- 2.5. All the bid documents so opened will be signed by all the members of Purchase/ Procurement Committee and no addition, deletion, detachment thereof in the bid documents furnished would be entertained from bidder(s) after the opening of bids except required or dealt under the clauses of bidding documents.

3. Modification / Withdrawal of the Bid

- 3.1. The Bidder may, by written notice served on the Purchaser, modify or withdraw his Bid after submission of the Bid, prior to the deadline for submission of the Bid.
- 3.2. The Bid, withdrawn after the deadline for submission of the Bid and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

4. Clarification of the Bid

- 4.1. The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Bid, from any or all the Bidder(s). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Purchaser.

5. Rejection / Acceptance of the Bid

- 5.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, accept a tender, reject any or all bid(s), cancel / annul the tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Purchaser's action, and without thereby incurring any liability to the Bidder and the decision of the Purchaser shall be final.
- 5.2. The Bid shall be rejected if it is:
 - 5.2.1. substantially non-responsive; or
 - 5.2.2. submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 5.2.3. incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 5.2.4. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 5.2.5. the Bidder refuses to accept the corrected Total Bid Price; or

- 5.2.6. the Bidder has conflict of interest with the Purchaser; or
- 5.2.7. the Bidder tries to influence the Bid evaluation / Contract award; or
- 5.2.8. the Bidder engages in corrupt or fraudulent practices in competing for the Contract award.
- 5.2.9. there is any gross discrepancy between bidding documents and bidder's proposal i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 5.2.10. The Bidder submits any financial conditions as part of its bid which are not in conformity with bidding document.

A. EVALUATION FOR IT EQUIPMENT

The bidding process will involve the steps along with timelines as mentioned in Bid Data Sheet.

1. To enable bidder to prepare the proposal, a list of attached document formats have been provided in Section IV- Standard Forms.
2. At any time before the submission of proposals, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by any bidder, modify the Documents by amendment. The clarification on bids or any amendments of the bid will be intimated to all Bidders listed with the Purchaser for this Bid in writing. The Purchaser may at its discretion extend the deadline for the submission of proposals.

a. Technical Evaluation Procedure

The bid submitted by the Bidder will be evaluated as per the following procedure:

1. First level of evaluation will be based on mandatory criteria. Only those firms who fulfill mandatory criteria will qualify for next round of evaluation.
2. Second level of evaluation will be on the basis of the Technical Bid, which will include compliance to technical specifications of each item and other factors mentioned in this bid document.
3. Bids that pass technical evaluation criteria will be opened for financial evaluation.

b. List of Mandatory Documents for Eligibility for IT Equipment.

| S #. | Documents. | Validity |
|------|---|---|
| 1 | Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan with minimum 3 years of Relevant Experience | Valid certificate from concerned regulator/ authority required. |
| 2 | Registration of NTN with Federal Board of Revenue(FBR) and having Active Tax Payer status. | Valid NTN with active Status |
| 3 | Registration of General Sales Tax(GST)with Federal Board of Revenue(FBR)and having Active Tax Payer status. | Valid GST registration with active Status |
| 4 | The bidder should have fully operational office/ branch in Pakistan. | Address of Office/ Branch in Pakistan |
| 5 | Undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required. | Affidavit on judicial stamp paper of Rs. 50/- |
| 6 | Authorized Distributors, Resellers or Authorized Letter from mentioned Partners for items where applicable. As Per Tech Form 5 | Valid Certificate or Letter of Authorization |
| 7 | Financial Strength/ Soundness | Audited Reports or Bank statements for 2 years |
| 8 | Proof of completed and ongoing projects(Required information includes project name, customer, amount of contract work in Pak Rs., completion date/ ongoing) | List of projects along with required information |
| 9 | Technical human resource to provide support services / assistance during active period of Contract. | Team List with relevant training /certification |
| 10 | Compliance to the technical specifications of hardware (all quoted items) to be procured mentioned in Schedule of Requirements of this document. | Confirmation/ assurance in Covering Letter on company's letter head |

| | | |
|----|---|------------------------------------|
| 11 | Assurance of providing after sales service, onsite support and spare parts for supplied equipment as per requirements mentioned in this Bidding Document. | Assurance on company's letter head |
| 12 | Compliance/ Data sheet shall be provided. Unless the submission of the same, bid shall be considered rejected straight away. | Compliance Sheet & Data Sheets |

c.

Technical Evaluation - Scoring Criteria

The Bidders can quote for any or all items in one Proposal/ Bid mentioned in Section III: Schedule of Requirements. Detailed technical evaluation of those firms would be performed which would qualify the above tabulated mandatory evaluation criteria. The technical evaluation would be performed by the Technical Evaluation Committee. Rating for technical evaluation will be as per following criteria:

| Sr.# | Criteria | Marks |
|------|---|-----------|
| 1 | Technical Experience | 30 |
| (i) | Ongoing & Completed Projects of similar nature & size for clients in Public/ Private Sector Departments/Organizations: (Max. 20 Marks): a. IT Hardware including Servers, Desktops, Laptops, Printers etc. b. Each Project having worth of more than Rs.05Million →05Marks per Project | |
| (ii) | Manufacturer Authorization Certificate (Max 10 Marks) a. Authorized Distributor →10 Marks b. Reseller → 05 Marks | |
| 2 | Financial Soundness/ Strength Ongoing & Completed Projects of similar nature & size for clients in Public/ Private Sector Departments/Organizations: a. IT Hardware including Servers, Desktops, Laptops, Printers, Audio Visual system, networking components etc. Annual Sales Turnover: <ul style="list-style-type: none"> • Above PKR 100 Million →25 Marks • Between PKR 70 to 99 Million →20 Marks • Between PKR 40 to 69 Million → 15 Marks • Between PKR 10 to 39 Million →10 Marks • Less than PKR 10 Million →05 Marks | 25 |

| | | |
|---|--|------------|
| 3 | Technical Staff strength: (Maximum 20 Marks) <ul style="list-style-type: none"> • Technical Staff strength (10 or above) employees → 20 Marks • Technical Staff strength between 05-09 employees → 10 Marks • Technical Staff strength between 02-05 employees → 05 Marks • Technical Staff strength less than 02 employees → 00 Marks | 20 |
| 4 | Implementation Approach/ Plan | 25 |
| (i) | <ul style="list-style-type: none"> • Support Plan: Proposed Plan, Support Team and Experience, Response time, Warranties, onsite maintenance & technical support → Maximum 10 Marks a) Support office <ul style="list-style-type: none"> ○ Support office in Islamabad → 5 Marks b) Onsite Maintenance Support <ul style="list-style-type: none"> ○ Services provided between 24 Hours → 5 Marks | |
| (ii) | <ul style="list-style-type: none"> • Project Timeline for delivery and installation: (Maximum 10 Marks) <ul style="list-style-type: none"> ○ Within 8 Weeks → 10 Marks ○ Between 8 to 10 Weeks → 5 Marks | |
| (iii) | <ul style="list-style-type: none"> • Overall Proposal presentation in terms of Conciseness Clarity, Completeness → Maximum 05 Marks | |
| TOTAL TECHNICAL EVALUATION MARKS | | 100 |

d. Technical Evaluation – Qualification Criteria

- i. **PASS MARKS:** A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.
- ii. **PROVISION:** Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.
- iii. If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.
- iv. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.
- v. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids

from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

- vi. The Eligible/Technically Qualified Bidders alone will be considered for further evaluation.

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

a. Financial Evaluation Procedure

- i. Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser subsequently. The Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to attend the Financial Proposal(s) opening.
- ii. The financial bid so opened will be signed by all the members of Purchase/ Procurement Committee and no addition, deletion, detachment thereof in the bid documents furnished would be entertained from bidder(s) after the opening of bids except required or dealt under the clauses of bidding documents.
- iii. The Financial Proposal evaluation will be conducted under the PPRA 2004. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- iv. The opened financial proposals will be evaluated and amount totals will be checked/ verified for correctness. In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- v. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- vi. In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- vii. The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

viii. The Financial Proposal found technically nonresponsive or unqualified shall be returned unopened to the respective bidders.

b. Bid Price

i. The quoted price shall be:

- 1) best / final / fixed and valid until completion of all obligations under the Contract, i.e., not subject to variation / escalation;
- 2) in Pak Rupees;
- 3) inclusive of all taxes, duties, levies, insurance (if necessary), and freight, etc.
- 4) inclusive of installation, configuration, commissioning, etc.

ii. Each cost identified as after sales service, spare parts, replenishments, recurring cost, or any other equipment rental, inventory or any maintenance/support services thereof, should be quoted separately and clearly in the financial bid.

iii. If not specifically mentioned in the Proposal Bid(s), it shall be presumed that the quoted price is as per the requirements specified.

iv. Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

c. Financial Evaluation– Scoring Criteria

Financial bids of only those bidders who Score at least 70% or as per **Technical Evaluation – Qualification Criteria (Section-II-d)** on the technical evaluation would be opened before the representatives who wish to attend the tender opening.

The Bidder obtaining lowest Bid of each Item will be ranked as number 1 and subsequent bidders ranked accordingly. The decision of the Committee will be binding on all concerned and will in no case be changeable in any forum.

AWARD AND ACCEPTANCE PROCESS

1. Award Criteria

- 1.1. **The Bidder obtaining Lowest Bid in that item** will be ranked as number 1 and subsequent bidders ranked accordingly. The decision of the Committee will be binding on all concerned and will in no case be changeable in any forum.

2. Acceptance Letter (Letter of Intent)

- 2.1. As per provisions of Rule (38) of PPRA Rules 2004, the Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Bidder, prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a contract, until execution of the formal Contract against **each item/items**.
- 2.2. However, the Purchaser reserves exclusive rights to cancel the letter of intent at any time, before signing of the formal contract without giving any reason thereof. The supply time of the contractor shall start from date of issuance of the letter of intent.

3. Redressal of grievances by the procuring agency

- 3.1. The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 3.2. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- 3.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 3.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

SECTION III
Schedule of Requirements

List of Items with Specifications for Procurement

| SR # | Item | Description | Quantity |
|---------------------|--|---|----------|
| IT Equipment | | | |
| 1 | Mid-range Servers for Core Business Systems | <p>Processor: Intel Xeon Silver 4215 2.5G, 8C/16T, 9.6GT/s, 11M Cache, Turbo, HT (85W) DDR4-2400 or higher</p> <p>Memory:2*64GB RDIMM, 3200MT/s, Dual Rank or higher</p> <p>Hard Disk:6 x 900GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive</p> <p>Controller: RAID Controller with RAID 0,1,5,10 Support</p> <p>Optical Drive: DVD+/-RW</p> <p>Drive Bays: Up to sixteen (16) 2.5" drives, hot plug drive bays</p> <p>Communication: Embedded 2x1GbE Network Adapter</p> <p>Power: Dual, Hot-plug, Redundant Power Supply (1+1)</p> <p>Chassis: 2U 2.5" Rack Chassis</p> <p>Operating System(licensed): Windows Server 2019 Standard, 16 Core or latest</p> <p>Brand: HP, Dell or Equivalent.</p> <p>Warranty: 1 Year Local</p> | 1 |
| 2 | Desktop Computers | <p>Processor: Intel 11th Generation Intel® Core™ i5-11500 or higher</p> <p>RAM: 1x8GB supports up to 128GB or higher</p> <p>Optical Drive: DVD Writer (Super Drive) 8x DVD+/-RW</p> <p>VGA: Intel HD Graphics 630 or equivalent</p> <p>Chipset: Intel Q570 Chipset or higher</p> <p>Sound: Built-in sound card and speaker</p> <p>Hard Disk: 1TB 7200 rpm 3.5" SATA</p> <p>LAN Card: 100/1000 Ethernet NIC (Integrated) + Built-in Wi-Fi (Latest)</p> <p>LED: LED 18.5" or higher</p> <p>Keyboard/Mouse: Standard OEM Multimedia/Brand specific,</p> <p>Software: Licensed (Microsoft® Windows 10 Pro 64-Bit English).</p> <p>Warranty: 1 Year Local</p> <p>Casing: Original, Tower with 250W or more power supply</p> <p>Brand: HP, Dell or Equivalent</p> | 3 |
| 3 | Notebook/ Laptop Computers (High End) | <p>Processor: 11th Generation Intel(R) Core(TM) i7-1185G7 Processor (12MB Cache, up to 4.8 GHz)</p> <p>Display: 13.4" UHD+ (3840 x 2400) Infinity Edge Touch Anti-Reflective 500-Nit Display</p> <p>Memory:16GB 4267MHz LPDDR4x Memory On board or Equivalent</p> <p>Hard Disk: 512GB M.2 PCIeNVMe Solid State Drive</p> <p>Wireless: Killer(TM) Wi-Fi 6 AX1650 (2x2) and Bluetooth 5.1</p> <p>Keyboard: Black Backlit Keyboard with Finger Print Reader</p> | 8 |

| | | | |
|---|---|---|---|
| | | <p>Battery:4-Cell, 52 WHr, Integrated battery OS Version: Licensed Windows 10 Pro 64-Bit English Carrying Case: OEM recommended (briefcase style) Accessories Wireless Mouse Warranty: 1 Year local Brand: HP, Dellor Equivalent</p> | |
| 4 | LED with Docking Station | <p>Docking Station USB 2.0 Port: 4 USB 3.0 Port: 2 HDMI, VGA, Audio, Gigabit Ethernet Network Port Supporting single or dual display resolution up to 2048*1152 pixel Compatibility with XPS, Spectre, Macbook etc.</p> <p>LED: LED 23" or higher Full HD 1920 X 1080 resolution VGA, HDMI Brand: HP, Dell or Equivalent Compatible with Docking station</p> | 8 |
| 5 | Notebook/ Laptop Computers | <p>Processor: Intel Core i7- (10th generation), 8MB Cache or higher Chipset: Intel Original chipset RAM: DDR4 type memory 8GB (2400MHz) or higher Hard Disk: 512 GB SSD VGA /Sound: Integrated UHD 630 or higher (Intel HD chipset) Sound: Two speakers Communication: 802.11ac (dual band) 2*2, RJ-45 LAN port Screen Size: 15.6" (FHD with antiglare coating), Brightness of 220cd/m² or more (300 cd/m² will be preferred), Non-Touch screen models only External Ports: Multi-Format Digital Media Card Reader for Secure Digital cards, 2 Super Speed USB 3.0 type A/3.1 type C, 1 HDMI 1 Headphone-out/microphone-in combo jack, HD Webcam OS Version: Licensed Windows 10 Pro 64-Bit English Carrying Case: OEM recommended (briefcase style) Accessories 2.4 GHz Wireless Mouse or equivalent Warranty: 1 Year local Brand: HP, Dell or Equivalent</p> | 6 |
| 6 | MPF Printer HP Laser jet pro MFP M428dw or Equivalent | <p>HP Laser Jet Pro M428dw or Equivalent/H FUNCTIONS: Print, Copy, Scan PRINT SPEED, BLACK (NORMAL): Up to 40 ppm (default); Up to 42 ppm (HP High Speed) FIRST PAGE OUT (READY) BLACK: As fast as 6.1 sec RESOLUTION (BLACK): Fine Lines (1200 x 1200 dpi) RESOLUTION TECHNOLOGY: HP Fast Res 1200, HP ProRes1200, Economode</p> | 3 |

| | | | |
|---|---|---|---|
| | | <p>DUTY CYCLE (MONTHLY): Up to 80,000 pages PRINT LANGUAGES: HP PCL 6, HP postscript level 3 emulation, PDF, URF, Native Office, PWG Raster DISPLAY:2.7" (6.86 cm) intuitive touch screen Color Graphic Display (CGD) PROCESSOR SPEED:1200 MHz DUPLEX PRINTING: Automatic (standard) MOBILEPRINTING CAPABILITY: Apple AirPrint™; Google Cloud Print™; HP ePrint; HP Smart App; Mobile Apps; Mopria™ Certified; Roam capable for easy printing; Wi-Fi® Direct Printing WIRELESS CAPABILITY: Yes, built-in Wi-Fi; Authentication via WEP, WPA/WPA2, WPA Enterprise; encryption via AES or TKIP; WPS; Wi-Fi Direct CONNECTIVITY, STANDAR 1 Hi-Speed USB 2.0; 1 rear host USB; 1 Front USB port; Gigabit Ethernet 10/100/1000BASE-T network; 802.3az(EEE); 802.11b/g/n/2.4/5 GHZ Wi-Fi radio Standard Warranty</p> | |
| 7 | <p>Heavy Duty Copier / Printer</p> | <p>Type: Desktop Dual Component Control panel: Touch screen Print: Print technology Laser Print speed: Black (A5-A3, normal) 36 ppm or higher; Black (A5-A3, duplex): 36 ppm or higher; Print resolution: Black (best): 1800 x 600 dpi or Higher, Monthly duty cycle 45,000 pages or above Print area: Print margins Top: 2 mm absolute/5 mm assured image, Bottom: 2 mm absolute/5 mm assured image, left: 2 mm absolute/5 mm assured image, Right: 2 mm absolute/5 mm assured image; Maximum print area: Duplex printing: Automatic (standard). Processor speed: 1.2 GHz or higher, Memory: 4 GB or higher Connectivity: Standard Hi-Speed USB 2.0 port; Built-in Fast Ethernet 10/100/1000Base-TX network port Supported network protocols: IPv4/IPv6: Apple Bonjour Compatible (Mac OS 10.2.4 or higher), SNMPv1/v2c/v3, HTTP, HTTPS, FTP, TFTP, Port 9100, LPD, WS Discovery, IPP, Secure-IPP, IPsec/Firewall; IPv6: DHCPv6, MLDv1, ICMPv6; IPv4: Auto-IP, SLP, Telnet, IGMPv2, BOOTP/DHCP, WINS, IP Direct Mode, WS Print; Other: NetWare NDS, Bindery, NDPS, ePrint Network capabilities: Standard (built-in Gigabit Ethernet). Hard disk 4 GB non-volatile storage, firmware encryption (AES 128 or AES 256) of customer/job data; Secure Cryptographic Erase – Job</p> | 1 |

| | | | |
|-----------------------------|--|--|---|
| | | <p>Data, Secure Erase – Disk. Memory Standard: 1 GB. Media handling: Standard: 3; Max.: 5</p> <p>Paper Capacity: 1000 Sheets (500 * 2 trays)</p> <p>Bypass Capacity: 100-sheet capacity</p> <p>Optional input: 500-sheet media input tray 3, 500- sheet media input tray 4</p> <p>Media weight: 60 to 220 g/m² (plain paper)</p> <p>Scanner Specification Network Color Scanner: Built-in 600 * 600 dpi Scanning Speed: 45 OPM (B/W, Colour)</p> <p>Support OS: MS Windows 10, MS Windows 8, Windows Server 2008 / 2012</p> <p>Warranty: One year local</p> | |
| 8 | <p>Printer HP Laser Jet Pro M404dw or Equivalent</p> | <p>HP Laser Jet Pro M404dw or Equivalent</p> <p>Printer Type: - laser – monochrome</p> <p>Manufacturer: HP</p> <p>Print Speed: Up to 38 ppm - B/W (ISO/IEC 24734) - A4 (8.25 in x 11.7 in), Up to 40 ppm - B/W (ISO/IEC 24734) - Letter A Size (8.5 in x 11 in), Up to 30 ipm - B/W duplex (ISO/IEC 24734) - A4 (8.25 in x 11.7 in), Up to 32 ipm - B/W duplex (ISO/IEC 24734) - Letter A Size (8.5 in x 11 in)</p> <p>Media Handling:100-sheet multipurpose tray, 250-sheet input tray</p> <p>Processor: Clock Speed:1200 MH</p> <p>Ram: Installed Size:128 MB</p> <p>Printing: Max Resolution B/W:4800 x 600 dpiMax Printing Speed B/W (ppm):40 ppm, Monthly Duty Cycle (max): 80000 Pages Recommended Monthly Volume:750 - 4000 pages</p> <p>Connectivity: Gigabit LAN, NFC, USB 2.0, Wi-Fi(n)</p> <p>Standard Warranty</p> | 6 |
| 9 | <p>Colour Printer HP Laser jet pro M252dw or Equivalent</p> | <p>HP Laser Jet Pro M252dw or Equivalent</p> <p>Printer Technology: - laser</p> <p>Manufacturer: HP</p> <p>Print Speed: Up to 19 ppm</p> <p>Media Handling: 150-sheet input tray, multipurpose tray, Duplex Printing</p> <p>Processor Speed: 800 MHz or Higher</p> <p>Ram: 256 MB or Higher</p> <p>Printing: Max Resolution B/W:600 x 600 dpi Max Printing Speed B/W (ppm):19 ppm Monthly Duty Cycle (max): 30,000 Pages Recommended Monthly Volume:250 - 2500 pages</p> <p>Connectivity: Gigabit LAN, NFC, USB 2.0, Wi-Fi (n)</p> <p>Standard Warranty</p> | 1 |
| Networking Component | | | |
| 10 | Wifi Routers | Wireless Router - 4-Port-Switch - GigE - 802.11a/b/g/n/ac - | 3 |

| | | | |
|-------------------------------|--|---|---|
| | | <p>Dual-Band Group Bridges Desktop Device Type Wireless Router - 4-Port Switch (integrated) Enclosure Type Desktop WAN Ports. 1 Data Link Protocol Ethernet, Fast Ethernet, Gigabit Ethernet, IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802.11ac Frequency Band 2.4 GHZ / 5 GHz Network/Transport Protocol PPTP, L2TP, PPPoE, DHCP Features Firewall, Stateful Packet Inspection (SPI), Manageable, IPv6 Support, Parental Controls, support for Wi-Fi Multimedia (WMM), Wi-Fi Protected Setup (WPS), DHCP server, static IP mode, port forwarding, Reset button, IPv4 support, dynamic IP mode, IP MAC integration, DHCP client, denial of service (DoS), MU-MIMO technology</p> | |
| 11 | UPS | <p>APC Smart-UPS CS 650 or Equivalent Output 400 Watts / 650VA 47 - 63 Hz Sync to mains, 50/60 Hz +/- 1 Hz Unsynchronized Transfer Time: 6 ms typical: 10 ms maximum Input 47 - 63 Hz, 50/60 Hz +/- 3 Hz Auto-sensing 160 - 286 Adjustable, 180 - 266V Power Cords: 2 Battery Lead-acid battery</p> | 1 |
| Audio Visual Component | | | |
| 12 | Multimedia LED 65 “ | <p>Multimedia LED 65 “or above 4K UHD SMART LED TV (Android) CPU:64-bit A55x4 900MHz~1.1GHz RAM/ROM: DDR3-1866: 2G Bytes Display Resolution: 3840 x 2160 HDMI, WIFI, USB Wall Mounted All accessories, cables required for the installation SAMSUNG/LG/SONY/TCL or equivalent Warranty: 1 Year</p> | 2 |
| 13 | Projector for Meetings | <p>Type: LED / Laser Hybrid / lamp free / wireless Brightness: 3,000 Lumens or Higher Contrast: 20,000:1 Resolution: XGA Light Source Life: 20,000 Hrs 1 Year Warranty With Projection screen measurement of 2.5m-3m and Ceiling mount bracket</p> | 1 |
| 14 | Audio / Video Conferencing System Camera – 1 | <p>Camera Smooth motorized pan, tilt and zoom controlled from remote or console</p> | |

| | | |
|------------------------------------|---|--|
| <p>Mice – 2 Controller – 1</p> | <p>Pan +/- 90° Tilt +35° / -45 10x lossless HD zoom Field of View</p> <ul style="list-style-type: none"> • Diagonal: 90° • Horizontal: 82.1° • Vertical: 52.2° <p>Video Format Full HD 1080p 30fps H.264 UVC 1.5 with Scalable Video Coding (SVC) Autofocus 5 camera presets Far-end control (PTZ) of Conference Cam product (with supported services) Kensington security slot Video mute/unmute LED indicator Standard tripod thread</p> <p>Audio - Speakerphone Full-duplex performance Acoustic echo cancellation Noise reduction technology Ultra-wideband audio Pairs with mobile devices via Bluetooth and NFC LCD for caller ID, call duration and other functional response LEDs for speakerphone streaming, mute, hold, and Bluetooth Tactile buttons for call answer/end, volume and mute, Bluetooth, and camera controls 5 camera presets for pan, tilt, and zoom settings Kensington security slot</p> <p>Audio - Microphone Pickup Range: 19.69 ft (6 m) Pickup range with expansion mics: 27.89 ft (8.5 m) Four omnidirectional, beam forming microphones Frequency response: 100Hz – 11KHz Sensitivity: -28 dB +/-3dB Distortion: <5% from 200Hz</p> <p>Warranty: 1 Year Extension Cable 10-Meter</p> | |
|------------------------------------|---|--|

Specifications of Items/Equipment (with Installation, Configuration, Support Services, etc)

- Including installation, configuration and on-premises training.
- **Compliance Sheet:** Compliance to all the specification is mandatory. Compliance sheet must be provided by the bidder as per above list.

Supply Schedule:

a. For supply of Goods:

| Mode of Penalty | 100% Quantity as per Purchase Order | Total Delivery Period |
|------------------------|--|------------------------------|
| Without penalty | 10 Weeks (Maximum) | 10 Weeks (Maximum) |

Note: The total delivery period includes delivery to the Purchaser’s end destination. Installation, commissioning, test-run, relevant staff training, and initial maintenance are NOT included in the delivery period.

b. Liquidated Damages / Penalty

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements/ Contract, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guarantee/Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to the destination, the entire amount of Performance Guarantee/Security shall be forfeited to the Purchaser account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders or extension in time allowed by the Purchaser for performance of obligations under the Contract.
- v) Extension in the delivery period (if any) will be considered by the Purchaser on case-to-case basis and strictly in accordance with PPRA Rules.
- vi) **Extensions in time for performance of obligations under the Contract**

If the Supplier encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Supplier shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any

other remedy it may have, by written order served on the Supplier, extend the Supplier's time for performance of its obligations under the Contract.

c. Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract, if applicable.

- i) **Transportation:** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- ii) **Insurance:** All insurance charges will be borne by the supplier. The Contractor shall provide such insurance of the Goods as is sufficient to protect against their damage or deterioration during storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the insurance of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.
- iii) **Custom Clearance:** Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.
- iv) **Installation:** Supplier will install the equipment at the designated place of work, free of charge, give test-run and if required, will impact on job training.
- v) **Labeling:** The Goods supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme provided by the Client. All networking equipment, cables, connectors, ports, boxes shall be clearly labeled.
- vi) **Test-Run/Commissioning:** Equipment will be subjected to test-run after commissioning.
 - a) The Purchaser shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.
 - b) The inspections and tests shall be conducted at the premises of the Purchaser.
 - c) The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within time specified by the Purchaser and free of cost to the Purchaser.

- d) The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
- e) Nothing contained in any clauses of this document, in any way, release the Contractor from any Warranty or other obligations under the Contract.
- vii) **Staff Training:** Where required, on job training to be provided to working staff on the equipment to be supplied /installed.
- viii) **Initial Maintenance:** Supplier will be responsible for initial maintenance of the equipment (repair and parts), for one complete year starting from the date of installation/test-run.
- ix) **Availability of Spare Parts and Consumables:** Supplier will guarantee through reliable means, acceptable to Purchaser, prompt and easy availability of spare parts & consumables for the period of three years (apart from initial one year as in clause viii above), on reasonable rates.
 - a) The Contractor shall ensure that the Goods/ Parts provided by the Contractor, under the Contract are standard and of exact specifications and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
 - b) The Contractor shall further ensure that the Goods/ Parts provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Good/ Part.
 - c) The Contractor shall maintain sufficient backup stock of spare parts and tools locally, for the maintenance of the supplied Goods, during the warranty period.
 - d) The Contractor shall ensure availability of spare parts and technical assistance for at least three years, without major changes, after the completion of final acceptance.
 - e) The Contractor shall give six months' advance notice on any discontinued part(s) with a suggestion for appropriate alternatives.
 - f) The Contractor shall also identify and provide the following:
 - i. items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one year of operating stock;
 - ii. critical items, whose failure would cause a system failure;
 - iii. items of high cost and/or long lead time (over thirty working days);

- x) **After Sales Service:** Supplier will provide after sales service from trained and qualified technical staff, free of charge for one complete year (including one year with parts as mentioned above in clause(viii), after the date of installation /test-run.

d. Warranty

- i. The Supplier or original manufacturer will provide comprehensive warranty of free after sales service, maintenance, replacement of parts, and working of the equipment for one year from the date of supply. Post warranty maintenance contract for another two years, including after sales service with parts, rates (companies to offer percentage (%) of the contract value in the technical bid).
- ii. The Contractor shall warrant to the Purchaser that the Goods/Services supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- iii. The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.
- iv. The Contractor shall provide Manufacturer's warranty for minimum three years (if applicable) (hereinafter referred as Warranty Period), after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:
 - a. Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation in Islamabad and within 72 hours in case of operational office out of Islamabad;
 - b. On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 24 hours.
- v. The Purchaser retains the rights to enter/or Not into annual maintenance contract with the Supplier.
- vi. The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.
- vii. The Purchaser shall, by written notice served on the Contractor, promptly indicate any claim(s) arising under the warranty.

- viii. The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.
- ix. The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

e. Commercial Availability

The Goods supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods shall have been sold, installed and operationalized in installations elsewhere by the supplier or manufacturer.

f. Power

The Goods supplied under the Contract, unless otherwise specified, shall be capable of operating normally within the range of 220-240V and should be protected from over-voltage, overheating and out-of-tolerance current surges.

g. Safety

- i) The Contractor shall take adequate safety measures during delivery, installation and support services for preventing damage or malfunctioning of equipment, by eliminating identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.
- ii) The Contractor shall be responsible for the addition of warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.

h. Additional instructions (If applicable)

- i. Please clearly indicate the country of origin, wholly or parts, etc.
- ii. Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer.
- iii. Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment.
- iv. Training of working of the equipment and normal /minor repair, troubleshooting will be arranged by the supplier/ manufacturer, for Purchaser's staff, (Hardware/ Networking Engineers) at the purchaser's location, at the time of installation/ commissioning (for complex and high-tech equipment such as Mid-range Servers, SANs, Video Conferencing, etc.).

SECTION-IV

STANDARD FORMS

| | |
|---------------------|--|
| TECH FORM 1: | Technical Proposal Cover Letter |
| TECH FORM 2: | Bid Cover Sheet |
| TECH FORM 3: | Affidavit |
| TECHFORM 4: | Eligibility of the Bidders &Goods |
| TECH FORM 5: | Manufacturer/Distributor's Authorization |
| TECH FORM 6: | Integrity Pact |
| TECH FORM 7: | Summary of Similar Contracts/ Projects |
| TECH FORM 8: | CVs of Technical Resources |
| | |
| FIN FORM1: | Financial Proposal Cover Letter |
| FIN FORM2: | Price Schedule |

TECH FORM 1

Technical Proposal Submission Form

[Location, Date]

To

Project Director

Integrated Energy Project for SD in Energy Wing,

Ministry of Planning, Development & Special Initiatives (MoPD&SI), Islamabad

Dear Sir,

Reference Bid No. _____ (as in Clause 2.1), we, the undersigned, offer to provide the *Items/ Equipment* in accordance with your Bidding Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide/ supply of items related to the assignment as per the required specifications and in the duration specified in the Bidding Document. Furthermore, we also assure of providing after sales service, onsite support and spare parts for supplied equipment as per requirements mentioned in this Bidding Document.

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

TECH FORM 3

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 6 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 4 and 35 of the ITB of the Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the country regarding supplies.
- 9) The undersigned agree to give warranty with repair and parts for 01 year and after sale service without parts for 02 years. (Total services for 03 years).

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed

Note: The affidavit must be on judicial stamp paper of Rs. 50/- by the Executive of the Firm & attested by Oath Commissioner.

TECH FORM 4

Name of the Firm Bid
Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

| Required Documentation | Checklist (To be initialed by the Bidder 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:1 | Column:2 | Column:3 | Column:4 |
| Covering Letter on Company Letterhead along with assurance that: <ul style="list-style-type: none"> • goods/ equipment/ services offered comply to the technical specifications in this Bidding Document; and, • after sales service, onsite support and spare parts for supplied equipment will be provided as per requirements mentioned in this Bidding Document | | | |
| Letter of Manufacturer's authorization | | | |
| Partnership Deed (where applicable) | | | |
| NTN Certificate | | | |
| GST Certificate | | | |
| Affidavit (Non Black Listed) | | | |
| Audit Financial Reports | | | |

TECH FORM 5

MANUFACTURER / DISTRIBUTOR'S/RESELLER AUTHORISATION¹

To: [Name &Address of the Procuring Agency]

WHEREAS [name of the Manufacturer] who are established, reputable & successful in bidding process [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 13 of the Instructions to the Bidders (ITB) Terms & Conditions for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----

Designation: -----

Official Stamp: -----

¹ This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent to do so. It should be included by the Bidder in its bid.

TECH FORM 6
Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIES OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS.10.000-MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing _____ (Name of Supplier) represents and warrants that it has fully declared the brokerage, commission, 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 the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

_____ (Name of Supplier) 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 or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

(Buyer)

(Seller/ Supplier)

TECH FORM 7

Format for Summary of Similar Contracts/ Projects (Completed & Ongoing)

Name of Firm/ Bidder: _____

| S # | Name of Contract/ Projects | Client's Name | Location/Province/Country | Contract Cost (Rs. In Million) | Contract/ Project Duration | | Completed as | Additional Information (if any) | Remarks |
|-----|----------------------------|---------------|---------------------------|--------------------------------|----------------------------|-----------------|-------------------|---------------------------------|---------|
| | | | | | Start Date | Completion Date | Single Firm or JV | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |

TECH FORM 8

Format for CV-One Pager (Technical Resources)

| | |
|--------------------|--|
| Name | |
| Designation | |

Education

| Degree | Year | Institution Name | Subject |
|---------------|-------------|-------------------------|----------------|
| | | | |

Certifications/ Trainings:

- 1.
- 2.

Experience:

- **Total IT Experience (Years):** _____
- **Details of IT Experience:**

| Company Name | Designation / Position | Experience Years / Months |
|---------------------|-------------------------------|----------------------------------|
| | | |

FIN FORM 1

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To

Project Director

Integrated Energy Project for Sustainable Development in Energy Wing,

Ministry of Planning, Development & Special Initiatives (M/oPDSI), Islamabad

Dear Sir,

Reference Bid No. ____ (as in Clause 2.1), we, the undersigned, offer to provide the Items/ Equipment ___ in accordance with your Bidding Document dated _ (insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes and charges.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the bid/ proposal.

We also declare that the Government of Pakistan or Provincial Governments have not declared us ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document.

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

FIN FORM 2

Price Schedule

(To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal.

Name of the Firm:

Bid. Ref. No: _____

Date of opening of Bid. _____

| S. No. | Name of the Item | No. of Units | Unit Price | Total Value | Applicable Taxes | Total Price (Inclusive of all taxes) |
|--------|---------------------|--------------|------------|-------------|------------------|--------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | 3*4 | | 5+6 |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| | GRAND TOTAL: | | | | | |

GRAND TOTAL PRICE: -----
(Both in figures and words)

Signature:-----

Designation:-----

Date:-----

Official Stamp:-----

SECTION-V

Eligible Countries

Section V: Eligible Countries

Country Eligibility for the Provision of Goods, Works and Services

As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

- 1) As a matter of law or official regulation, **the Purchaser's Country prohibits commercial relations with that Country**, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
- 2) 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 Purchaser's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.
- 3) For the information of Purchasers and bidders, at the present time firms, goods and services from the **following countries are excluded** from this bidding:
 - **Israel**
 - **India**
- 4) The bidder shall provide the entire store / items mentioned in BOQ of Made in Pakistan "or" otherwise mentioned the country of origin (Country of Manufacture) of the offered / quoted equipment & all allied accessories. Equipment or any of its unit components quoted by the bidders must not be manufactured in Israel or India. Furthermore, the Bidder / Principal must not have any linkages with Israel or India regarding ownership, sponsoring and financing. In case any item may not confirm its country of origin, the bidder will provide the relevant documents to confirm the make and manufacturer. (if any item during course of execution may not confirm about its make then bidder shall provide an affidavit in this regard).
- 5) The bidder shall provide Undertaking of no business relations, manufacture, technical assistance etc. from Israel & India pertaining.