

**PRC/DPD-SERVERS/2024**



**BIDDING DOCUMENTS**

**For**

**PURCHASE OF SERVERS WITH HCI  
SOLUTION FOR DATA CENTER AND DR  
SITE**

**(Single Stage - One Envelope)**

**APRIL, 2024**

Pakistan Reinsurance Company Limited, 32-A, Lalazar Drive, M.T.Khan Road, Karachi

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

SECTION I: INVITATION TO BIDS

**MINISTRY OF COMMERCE, GOVERNMENT OF PAKISTAN  
PAKISTAN REINSURANCE COMPANY LIMITED (PRCL)**

**TENDER NOTICE**

**(Tender No. PRC/DPD-SERVERS/2024)**

**PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR  
SITE**

1. This Invitation to Bids follow the Procurement Advertisement for the subject project uploaded on PPRA and PRCL website dated 05-04-2024.
2. The Pakistan Reinsurance Company Limited (PRCL), Karachi invites sealed bids from eligible bidder (as per criteria mentioned in the bidding document) that can provide the subject services.
3. The bidding shall be conducted in line with single stage single envelope {36(a)} procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instruction issued by the authority (from time to time).
4. Interested bidders may obtain bidding documents free of cost from Procurement Department, 12th floor, PRC Towers, 32-A, Lalazar Drive, M. T. Khan Road, Karachi by visiting PRCL during office hours or through specified website address: <https://pakre.org.pk/ms/media-pages/tendernotices>.
5. The original bids, properly enclosed in sealed envelope, along bid security of Rs. 500,000/- or bid securing declaration, must reach to the office of the undersigned at aforementioned address on or before 11:00 am on April 23<sup>rd</sup>, 2024. The bids will be opened on the same day at 11:30 am. While pre-bid meeting will be held on April 17<sup>th</sup>, 2024 at 3:00 pm.
6. The PRCL reserves the right to accept/ reject any or all bids within the purview of PPRA rules.

Sd/-

**(MUHAMMAD ASIF GHAFOR)**

Dy. General Manager Procurement

Pakistan Reinsurance Company Limited, HOK

Ph # 021-99210152

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## SECTION II – INSTRUCTION TO BIDDERS

### A. Introduction

<b>1. Scope of Bid</b>	1.1	The Pakistan Reinsurance Company Limited (PRCL), invites Bids for the provision of Goods as specified in the BDS. The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the <b>BDS</b> .
<b>2. Sources of Funds</b>	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
<b>3. Eligible Bidders</b>	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint Venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the Execution of contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PRCL.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the PRCL and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established

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

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		<p>d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>f) The firm, supplier or contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to the PRCL, the evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the PRCL, as the company shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modes of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid Price is envisaged.
<b>4. Eligible Services</b>	4.1	All services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
<b>5. One Bid per Bidder</b>	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
<b>6. Cost of Bidding</b>	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PRCL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

<b>7. Contents of Bidding Documents</b>	7.1	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2
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Section II – Instruction to Bidders

		<p>include:</p> <p><b>Section I</b> -Invitation to Bids</p> <p><b>Section II</b> Instructions to Bidders (ITBs)</p> <p><b>Section III</b> Bid Data Sheet (BDS)</p> <p><b>Section IV</b> Eligible Countries</p> <p><b>Section V</b> Evaluation Criteria</p> <p><b>Section VI</b> Technical Specifications</p> <p><b>Section VII</b> Forms – Bid</p> <p><b>Section VIII</b> General Conditions of Contract (GCC)</p> <p><b>Section IX</b> Special Conditions of Contract (SCC)</p> <p><b>Section X</b> Contract Forms</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the <b>BDS</b> .
	7.3	The PRCL is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, PRCL shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder’s risk and may result in the rejection of his Bid.
<b>8. Clarification of Bidding Documents</b>	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the PRCL in writing or in electronic form that provides record of the content of communication at the Company’s address indicated in the <b>BDS</b> .
	8.2	The PRCL will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the PRCL's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of company, the response of all such queries

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		will also be available on the same link available at the website.
	8.4	Should the PRCL deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under <b>ITB 9</b> .
	8.5	If indicated <b>in the BDS</b> , the Bidder’s designated representative is invited at the Bidder’s cost to attend a pre-Bid meeting at the place, date and time mentioned <b>in the BDS</b> . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the PRCL exclusively through the use of an addendum pursuant to ITB 9. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder in any case.
<b>9. Amendment of Bidding Documents</b>	9.1	Before the deadline for submission of Bids, the PRCL for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to <b>ITB 7.1</b> and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the company. The Company shall promptly publish the addendum at the PRCL’s web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to

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		take an addendum/corrigendum into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of Bids. Provided that the Company shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.
<b>C. Preparation of Bids</b>		
<b>10. Language of Bid</b>	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the company shall be written in the English language unless specified in the <b>BDS</b> . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the <b>BDS</b> , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
<b>11. Documents and Sample(s) Constituting the Bid</b>	11.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15</b> ; b) Details of the Sample(s) where applicable and requested in the <b>BDS</b> . c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with <b>ITB 13.3</b> that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods; e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18</b> ; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the <b>BDS</b> .
	11.2	Where a sample(s) is required by the company, the sample shall be: a) submitted as part of the bid, in the quantities, dimensions and other details requested in the <b>BDS</b> ; b) carriage paid;

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		<p>c) received on, or before, the closing time and date for the submission of bids; and</p> <p>d) evaluated to determine compliance with all characteristics listed in the <b>BDS</b>.</p>
	11.3	<p>The Company shall retain the sample(s) of the successful Bidder. PRCL shall reject the Bid if the sample(s)-</p> <p>a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet</p>
	11.4	<p>Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p>
	11.5	<p>Samples made up from materials supplied by the company shall not be returned to a Bidder nor shall a company be liable for the cost of making them.</p>
	11.6	<p>All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Company till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority’s Level or in some Court of Law).</p>
<p><b>12. Documents Establishing Eligibility of Services and Conformity to Bidding Documents</b></p>	12.1	<p>Pursuant to <b>ITB 11</b>, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility inconformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.</p>
	12.2	<p>The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p>
	12.3	<p>The documentary evidence of conformity of the services to the Bidding Documents may be in the form of literature, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical specifications and performance characteristics of the Goods and related services</p> <p>b) Any other procurement specific documentation requirement as stated in the BDS.</p>
	12.4	<p>The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods or services etc., necessary for the proper and continuing</p>

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		execution of the services during the period specified in the <b>BDS</b> following commencement of the use of the goods by the PRCL.
	12.5	For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PRCL in its Technical Specifications, are intended to be descriptive only and not restrictive.  The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the PRCL's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
<b>13. Documents Establishing Eligibility and Qualification of the Bidder</b>	13.1	Pursuant to <b>ITB 11</b> , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the company that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of company that:  a) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b> .  b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
<b>14. Form of Bid</b>	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
<b>15. Bid Prices</b>	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price, Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and

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		priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>a) where there is only one (substantially) responsive bidder, or</li> <li>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</li> </ul> <p>the company may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the services it proposes to deliver under the contract.
	15.6	<p>Prices proposed on the Price Schedule for services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the company. This, shall not in any way limit the company's right to contract on any of the terms and conditions offered:</p> <ul style="list-style-type: none"> <li>i) The price of the services, including all customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the subject services, if the contract is awarded to the Bidder.</li> </ul>
	15.7	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.
<b>16. Bid Currencies</b>	16.1	a) the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS or any other freely convertible currency (into PKR).

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	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the company to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the <b>SCC</b> are reasonable and responsive to <b>ITB 16.1</b> .
<b>17. Bid Validity Period</b>	17.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline prescribed by the company. A Bid valid for a shorter period shall be rejected by the PRCL as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the company may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under <b>ITB 18</b> shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with <b>ITB 18</b> in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction
<b>18. Bid Security or Bid Securing Declaration</b>	18.1	Pursuant to <b>ITB 11</b> , unless otherwise specified in the <b>BDS</b> , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the

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		company and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VII (Standard Forms)</b> .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the company against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB 18.9</b> .
	18.3	The Bid Security shall be in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:  a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the company and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified Cheque; or c) another security if indicated in the <b>BDS</b> .
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Forms)</b> or another form approved by the Company prior to the Bid Submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Company in case any of the conditions listed in <b>ITB 18.9</b> are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by the company as non- responsive.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the pursuant to <b>ITB 17</b> .
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract, or furnishing the performance security (or guarantee).
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: if a Bidder: i. withdraws its Bid during the period of Bid Validity as



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		<p>specified by the company, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 17.2</b>; or</p> <p>ii. does not accept the correction of errors; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <p>i. to sign the contract; or</p> <p>ii. to furnish performance security (or guarantee).</p>
<b>19. Alternative Bids by Bidders</b>	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder’s technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail.
	19.2	When alternative schedule for delivery of goods or services is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for delivery of services.
	19.3	If so allowed in the <b>BDS</b> , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the company, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the company.
<b>20. Withdrawal, Substitution and Modification of Bids</b>	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
<b>21. Format and Signing of Bid</b>	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the <b>BDS</b> , clearly marking each “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope

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		Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. Submission of Bids

<b>22. Sealing and Marking of Bids</b>	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
	22.2	The inner and outer envelopes shall be addressed to the PRCL at the address given in the BDS; and bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE <b>23-04-2024</b> ,” to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:  Bidder shall submit his <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> in separate inner envelopes and enclosed in a single outer envelope.  <b>ORIGINAL</b> Bid shall be separately sealed and put in separate envelopes and marked as such.  The envelopes containing the <b>ORIGINAL</b> will be put in one sealed envelope and addressed / identified as given in Sub-Clause 21.2.
	22.4	The inner and outer envelopes shall:

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		<p>be addressed to the company at the address provided in the Bidding Data;</p> <p>bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data, pursuant to <b>ITB 23.1</b>.</p> <p>In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.24.</p>
		<p>If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the company will assume no responsibility for the misplacement or premature opening of Bid.</p>
<b>23. Deadline for Submission of Bids</b>	23.1	<p>Bids shall be received by the company no later than the date and time specified in the BDS.</p>
	23.2	<p>The PRCL may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the company and Bidders previously subject to the deadline will thereafter be subject to the new deadline.</p>
<b>24. Late Bids</b>	24.1	<p>The PRCL shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23.</p>
	24.2	<p>Any Bid received by the Company after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.</p>
<b>25. Withdrawal of Bids</b>	25.1	<p>A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).</p>
	25.2	<p>Revised bid may be submitted after the withdrawal of the original bid.</p>

E. Opening & Evaluation of Bids

<b>26. Opening of Bids</b>	26.1	<p>The PRCL will open all Bids, in public, in the presence of Bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS.</p>
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		The Bidders' representatives present shall sign a register/sheet as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the company may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the PRCL will open the Technical Proposals in public at the address, date and time specified in the <b>BDS</b> in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the company until the specified time of their opening.

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	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the company may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, Irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the company against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to <b>ITB 24</b> .
	26.11	The PRCL shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the company, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders' subject to redress of the grievances from all tiers of grievances.
<b>27. Confidentiality</b>	27.1	Information relating to the examination, Clarification,

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		evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the company processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding <b>ITB 27.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the company on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
<b>28. Clarification of Bids</b>	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the company may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the company shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
	28.3	The alteration or modification in the bid which in any case affects the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents</li> <li>f) change in the ranking of the bidder</li> </ul>
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the company on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
<b>29. Preliminary Examination of Bids</b>	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> <li><b>a)</b> meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li><b>b)</b> has been prepared as per the format and contents defined by the company in the Bidding</li> </ul>

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	<p>Documents;</p> <p>c) has been properly signed;</p> <p>d) is accompanied by the required securities; and</p> <p>e) is substantially responsive to the requirements of the Bidding Documents.</p> <p>The PRCL's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services;</p> <p>b) limits in any substantial way, inconsistent with the Bidding Documents, the company's rights or the Bidders obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p>
29.3	<p>The company will confirm that the documents and information specified under <b>ITB 11, 12 and 13</b> have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.</p>
29.4	<p>The PRCL may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p>
29.5	<p>Provided that a Technical Bid is substantially responsive, the company may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
29.6	<p>Provided that a Technical Bid is substantially responsive, the company shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>

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	29.7	If a Bid is not substantially responsive, it will be rejected by the company and may not subsequently be evaluated for complete technical responsiveness.
<b>30. Examination of Terms and Conditions; Technical Evaluation</b>	30.1	The company shall examine the Bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Bidder without any material deviation or reservation.
	30.2	The company shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB 22</b> , to confirm that all requirements of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the company determines that the Bid is not substantially responsive in accordance with <b>ITB 29</b> , it shall reject the Bid.
<b>31. Correction of Errors</b>	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the company there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ul>
	31.2	The amount stated in the Bid will, be adjusted by the company in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the Bidder. If



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		the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 18.9</b> .
<b>32. Conversion to Single Currency</b> <b>33. Evaluation of Bids</b>	32.1	To facilitate evaluation and comparison, the company will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>BDS</b> .
	33.1	The company shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .
	33.2	In evaluating the Technical Proposal of each Bid, the company shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	The Company's evaluation of a Bid will consider prices quoted by the bidder for requisite items. The bidder quoting lowest price for required services will be awarded the contract. The bid price should include Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder.
<b>34. Domestic Preference</b>	34.1	If the <b>BDS</b> so specifies, the company will grant a margin of preference to certain services in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>35. Determination of Most Advantageous Bid</b>	35.1	In case where the company adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
<b>36. Post-Qualification of Bidder and/or Abnormality low</b>	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of

<p><b>Financial Proposal</b></p>		<p>determining the Most Advantageous Bid, the company shall carry out the post-qualification of the Bidder using only the requirements specified in the <b>BDS</b>.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
	<p>36.2</p>	<p>Where the Bid price is considered to be abnormally low, the PRCL will perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> <li>a) The company may reject a Bid if the company has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract.</li> <li>b) Before rejecting an abnormally low Bid the company shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</li> <li>c) The decision of the company to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</li> <li>d) The Company shall not incur any liability solely by rejecting abnormally Bid; and</li> <li>e) An abnormally low Bid means, in the light of the Company’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</li> </ol> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ol style="list-style-type: none"> <li>i. Comparing the bid price with the cost estimate;</li> <li>ii. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li> </ol>

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		iii. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	The Company will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the company deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.-
	36.5	The Company may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the company will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

<b>37. Criteria of Award</b>	37.1	Subject to ITB 36 and 38, the Company will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITB 3;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
<b>38. Negotiations</b>	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: <ul style="list-style-type: none"> <li>a) a minor alteration to the technical details of the statement of requirements;</li> <li>b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents</li> <li>c) a minor amendment to the special conditions of Contract;</li> </ul>

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		<p>d) finalizing payment arrangements;</p> <p>e) delivery arrangements;</p> <p>f) the methodology for provision of related services; or</p> <p>g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	38.2	Where negotiation fails to result into an agreement, the company may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the company shall not reopen earlier negotiations.
<b>39. Procuring Agency's Right to reject all Bids</b>	39.1	Notwithstanding <b>ITB 37</b> , the company reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the company the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Company shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds
<b>40. Procuring Agency's right to vary quantities at the time of Award</b>	40.1	The PRCL reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
<b>41. Notification of Award</b>	41.1	Prior to the award of contract, the company shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Company prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Company will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2</b> .
	41.4	Upon the successful Bidder's furnishing of the performance

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		security (or guarantee) pursuant to ITB 43, the company will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 18.7</b> .
<b>42. Signing of Contract</b>	42.1	Promptly after notification of award, the company shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the PRCL will sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
<b>43. Performance Security (or Guarantee) (Not Applicable: in this particular case)</b>	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the company a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>a) certified Cheque, cashier’s or manager’s cheque, or bank draft;</li> <li>b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</li> <li>c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</li> <li>d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan. Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.</p>
<b>44. Advance Payment</b>	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB

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		44.2.
	44.2	The Company will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Company’s “Notice to Commence” as specified in the <b>SCC</b> .
<b>45. Arbitrator</b>	45.1	The Arbitrator shall be appointed by mutual consent of the both the parties as per the provisions specified in the <b>SCC</b> .
<b>46. Corrupt &amp; Fraudulent Practices</b>	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

**G. Grievance Redressal & Complaint Review Mechanism**

<b>47. Constitution of Grievance Redressal</b>	47.1	PRCL shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of members with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.
<b>48. GRC Procedure</b>	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the company after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any

Section II – Instruction to Bidders

		objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelops bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the company not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned company or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. Mechanism of Blacklisting

<b>49. Mechanism of Blacklisting</b>	49.1	The PRCL shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; Fails to perform his contractual obligations; and Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Company proposes to debar the bidder or contractor from participating in any public procurement of the PRCL; and (c) the statement, if needed, about the intention of the Company to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The company shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the company may issue

Section II – Instruction to Bidders

		notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the company shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the company may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The PRCL shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Company for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	49.7	The Company shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The PRCL shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the company to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the company.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the company. The parties may file written



Section II – Instruction to Bidders

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		statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

## SECTION III – BID DATA SHEET

### *Bid Data Sheet (BDS)*

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.	1.1	Name of Procuring Agency: <i>"Pakistan Reinsurance Company, Limited, Karachi"</i> Procurement for: <i>"PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024"</i>
2.	2.1	Financial year: 2024 Name and summary description of the Project: <i>"PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024"</i> Name of financing institution: Self (PRCL) Name and identification number of the Contract: <b>"PRC/DPD-SERVERS/2024"</b>
4.	3.3 & 3.4	Maximum number of members in the joint venture, consortium or association shall be: <i>No</i>
5.	4.1	Ineligible country(s) are: <i>India and Israel</i>
6.		Demonstration of authorization by manufacturer: <i>N/A</i>
<b>B. Bidding Documents</b>		
7.	7.2	The number of documents to be completed and returned is one original only.
8.	8.1	The address for clarification of Bidding Documents is: <b><i>Procurement Specialist, 12<sup>th</sup> Floor, Administration Department, PRC Towers, Lalazar Drive, M.T Khan Road, Karachi.</i></b>
	8.5	Pre-bid meeting: <i>N/A</i>
<b>C. Preparation of Bid</b>		
9.	10.1	Language: <i>English</i>
10.		Detail of sample(s) to be submitted with the Bid are: <i>Not Required</i>
11.		Technical Specification as per Section VII of the bidding document
12.	13.3 (b)	The qualification criteria required from Bidders in <b>ITB 13.3(b)</b> is modified as follows: <i>N/A</i>
13.	15.7 (a) (iii), (iv) (optional)	For services from within or outside Pakistan, the price quoted shall be <b><i>inclusive of all cost/expenses with applicable taxes</i></b> The prices shall be fixed.

Section III – Bid Data Sheet

14.	16.1 (a)	For services in Pakistan the currency of the Bid shall be Pakistani Rupees. In the event that a bid is quoted in US dollars (\$), it shall be converted into Pakistani Rupees at the prevailing exchange rate on the day of financial opening of the bids.
15.	16.2	Price must be quoted in: PKR (if it is quoted in dollars \$ then will be converted into PKR)
16.	17.1	The Bid Validity period shall be <b>120 days</b> .
17.	18.1	The amount of Bid Security is Rs. 500,000/-
18.	18.3	The Bid Security shall be in the form of pay order/ bid securing declaration/ any other admissible form to the satisfaction of the procuring agency
19.	18.3 (c)	Other forms of security are: N/A
20.	19	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
21.	21.1	The number of copies of the Bid to be completed and returned shall be: ONE Original
22.	21.2	Written confirmation of authorization is: N/A
<b>D. Submission of Bids</b>		
23.	22.2 (a)	<b><i>Pakistan Reinsurance Company Limited 12<sup>th</sup> Floor, PRC Towers Lalazar Drive M.T Khan Road, Karachi</i></b>
24.	22.2 (b)	Title of the subject Procurement or Project name: <b><i>"PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024"</i></b> ITB title and No: <b>PRC/DPD-SERVERS/2024</b> Time and date for submission: Up-to 11:00am 23-04-2024
24.	23.1	The deadline for Bid submission is Up-to 11:00am on 23-04-2024
<b>E. Opening and Evaluation of Bids</b>		
25.	26.1	The Bid opening shall take place at: Street address: <i>Lalazar Drive, M.T Khan Road</i> Building/Plot No.: <i>PRC Towers</i> Floor/Room No: <i>12<sup>th</sup> Floor, Board Room</i> City/Town: <i>Karachi</i> Country: <i>Pakistan</i> <i>Bid Opening: at 11:30 am on 23-04-2024</i>
26.	32.2	The currency that shall be used for Bid evaluation and comparison purposes (if it is quoted in various currencies) will be converted: Pak Rupee  The source of exchange rate shall be: SBP  The date of exchange rate shall be: the day of Financial opening of the bids

Section III – Bid Data Sheet

27.	35	<p><b>Evaluation Techniques</b>  <b>Least Cost Based Selection (LCBS)</b>                      After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.</p>
28.		Spare parts and after sales service facilities in Pakistan: Not Required
29.		Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications.
30.	34.1	Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
<b>F. Award of Contract</b>		
31.	40.1	Percentage for quantity increase or decrease is <b>15%</b>
32.	43.1	Bid security shall be returned when work is awarded to the successful bidder, while performance security (@5%) shall be obtained from the successful bidder for the entire duration of contract.
33.	43.2	The Performance Security (or guarantee) will be released upon the completion of all contractual obligations.
34.	44.1	The Advance Payment if essential/applicable shall be limited to 10% of contract price.
35.	44.2	Maximum amount of Advance payment if applicable shall be 10% of contract price
36.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
<b>G. Review of Procurement Decisions</b>		
37.		The address of the Procuring Agency <b>Admin Department,                      12<sup>th</sup> Floor, PRC Towers, 32-A, Lalazar Drive, M.T Khan Road, Karachi</b>
		The Address of PPRA to submit a <b>copy</b> of grievance: <b>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan                      Tel: +92-51-9202254</b>

## **SECTION IV – ELIGIBLE COUNTRIES**

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

## **SECTION V – EVALUATION CRITERIA**

1. The Technical Qualification criteria are compliance-based. The bidder failing to comply with, will be technically disqualified for financial stage.
2. Financial Proposal of only the technically qualified bidders will be considered.
3. The most advantageous bidder will be determined based on Least Cost Based Selection (LCS).

## SECTION VI – BID FORMS

### TABLE OF FORMS

#### **A. Technical Proposal Form**

For submission of the technical proposal, the following requirements must be fulfilled:

- TECH. 1: Authorization Form of Bidder’s Representative
- TECH. 2: Letter of Bid
- TECH. 3: Technical Responsiveness/ Compliance Form
- TECH. 4: Technical Evaluation Criteria

#### **B. Financial Proposal Form**

One (1) original, every page must be signed and stamped. For submission of a financial proposal, the following requirements must be fulfilled:

- FIN. 1: Letter of Financial Proposal
- FIN. 2: Price Schedule

**Note**

- i. Every page of the Original Bid must be signed and stamped and additional copies must be made from the original proposal.*
- ii. One (1) original of the bid should be submitted.*
- iii. For evaluation purposes, the Procuring Agency may require a softcopy of the Technical Proposal, only after the opening of the Bids/Technical Proposals on a specified date, time and venue.*

**TECHNICAL PROPOSAL FORMS**

**TECH.1: AUTHORIZATION FORM FOR BIDDER'S REPRESENTATIVE**

**Title:** Purchase Of Servers With Hci Solution For Data Center And DR Site 2024

**Date:** April \_\_\_\_\_, 2024

We, **M/s <Firm Title>** , incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at <**complete business address**> do hereby nominate **Mr./Ms. <Complete Name>**, <**Designation**>, CNIC# <xxxxxx-xxxxxxx-x> as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder:
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Date: _____
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**TECH.2: LETTER OF BID**

**Title:** PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024

**Date:** April \_\_\_\_\_, 2024

To The Chief Executive Officer  
Pakistan Reinsurance Company Limited  
Karachi

We, the undersigned, declare that:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 7**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**;
- (c) **Eligible Services:** the Services that we may supply shall be provided in accordance with **ITB 4** and Section VI, Eligible Countries.
- (d) **Bid Securing Declaration:** “We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration in Pakistan.
- (e) **Conformity:** We offer to supply, in conformity with the Bidding Documents and accordance with Part B (Schedule of Requirements) of the Bidding Documents;
- (f) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Guarantee:** If our Bid is accepted, we will be compliant to provide a performance guarantee;
- (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are/ not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*  
*[We are not a state-owned enterprise or institution]* / *[We are a state-owned **enterprise**];*
- (j) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency to avail of Services during the Term of the Agreement.
- (k) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bids without assigning any justification as per Public Procurement Rules 2004.

Section VI– Bid Forms

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- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Sincerely,

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

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

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

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

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

**TECH.3: TECHNICAL RESPONSIVENESS/COMPLIANCE FORM**

**Title:** PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024

**Date:** April \_\_\_\_\_, 2024

To The Chief Executive Officer  
Pakistan Reinsurance Company Limited  
Karachi

We, the undersigned, unconditionally accept all stated Terms and conditions reproduced as under,

Description	Bidder Response (Yes/No)
<b>PART A – BIDDING PROCEDURE &amp; REQUIREMENTS</b> <ul style="list-style-type: none"><li>• Section I – Invitation to Bid</li><li>• Section II - Instructions to Bidders (ITB)</li><li>• Section III - Bidding Data Sheet (BDS)</li><li>• Section IV – Eligible Countries</li><li>• Section V - Evaluation Criteria</li><li>• Section VI – Bid Forms</li></ul>	
<b>PART B – SCHEDULE OF REQUIREMENTS</b> <ul style="list-style-type: none"><li>• Section VII – Delivery Schedule &amp; Technical Specification</li></ul>	
<b>PART C – PROCURING AGENCY FORMS</b> <ul style="list-style-type: none"><li>• Section VIII – Standard Forms</li></ul>	
<b>PART D – FRAMEWORK AGREEMENT (FA)</b> <ul style="list-style-type: none"><li>• Section IX – Contract Forms &amp; Conditions<ul style="list-style-type: none"><li>- Forms of Contracts</li><li>- General Conditions of Contract (GCC)</li><li>- Special Conditions of Contract (SCC)</li><li>- Performance Security</li><li>- Integrity Pact</li></ul></li></ul>	

**Official Seal & Signature of Bidder:** \_\_\_\_\_

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

**TECH. 4: TECHNICAL EVALUATION CRITERIA**

**Title:** PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024

**Date:** April \_\_\_\_\_, 2024

S#	General Requirements	Documents Required	Compliance (Yes/No)
1.	Bidder(s) must be registered with Income Tax and Sales Tax Department and appear on Active Tax Payer List (ATL) of Income tax and sales tax.	Sales/Service Registration Certificate & FBR Certificate	
2.	Must have average turnover of greater than or equal to Rs. 15 million in the last 03 years	Audited Financial statements/FBR Returns	
3.	Bidder(s) must furnish affidavit that the firm/company has never been blacklisted from any Government, Semi-Government & Autonomous body	Affidavit	
4.	Must Be Listed in any of the 2021 or later Gartner Magic Quadrant for Hyper-Converged Infrastructure Software	Relevant documentary proof	
5.	Must provide Perpetual Licenses for all required Software components	Authorized letter by Principal/OEM	
6.	Must be compatible with Any Brand of Intel (x86) Architecture Hardware Servers	Documentary proof by OEM	
7.	Must Have OEM local presence in Pakistan for Minimum 5 Years or more	Documentary proof/Authorization Letter	
8.	Must Have Minimum 20 HCI Deployments in Pakistan by OEM with the required components i.e. Compute Virtualization, Storage Virtualization and Network Virtualization	Contract Copy/Work Order/ any other documentary proof to the satisfaction of procuring agency	
9.	Bidder must have at least three (03) personnel that are adept in subject technical services in HCI	CVs/relevant Documentary Proof	

**FINANCIAL PROPOSAL FORMS**

**FIN.1: LETTER OF FINANCIAL PROPOSAL**

**Title:** PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024

**Date:** April \_\_\_\_\_, 2024

To The Chief Executive Officer  
Pakistan Reinsurance Company Limited  
Karachi

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

- a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- b) **Total Price:** The total price of our Bid, excluding any discounts offered in item below is:
  - In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;
  - In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;
  - In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- c) **Discounts:** The discounts offered and the methodology for their application are The discounts offered are: *[Specify in detail each discount offered]*
- d) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- e) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

- (f) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

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

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

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

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

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

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

**FIN.2: PRICE SCHEDULE**

**Title:** PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024

**Date:** April \_\_\_\_\_, 2024

S#	Description of Items	UOM	Quantity (Nos)	Unit Rate (Rs.)	Total (Rs.)
1.	HARDWARE (SERVERS) for Hyperconverged Infrastructure (HCI) (Primary + DR)	No.	03		
2.	Management License for Hyperconverged Infrastructure (HCI). Hypervisor Compute Virtualization (08 sockets) Storage Virtualization (6 Sockets) Network Virtualization (6 Sockets) VM Backup Solution (All Nodes) VM Disaster Recovery Solution (5VMs)	No.	02		
3.	Installation Commissioning and Data Migration	Job	01		
4.	Backup Support for 3 Years	Yearly basis	03		
<b>Total amount inclusive of all applicable tax/s (Rs.)</b>					

The Price schedule must be as per specifications of requisite services mentioned in section-VIII.

Amount in words: \_\_\_\_\_

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

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

## **SECTION VII – TECHNICAL SPECIFICATION/TORS**

### **ITEM NO. 01: VIRTUALIZATION MANAGEMENT LICENSE FOR HCI (02 Instances)**

- Proposed Solution must provide High Availability / Redundancy for Virtualization Management Platform on DR Site in case of any disaster.
- Proposed Solution must Support Management for Existing Virtual Machines on VMware Platform for single window management.
- Proposed Solution must support to create and manage local Users with Role Based Access and Permission Control.
- Proposed Solution must provide Web Browser based Management Console.
- Proposed Solution must provide complete visibility and centralized management / control of the Virtualization Platform.
- Proposed Solution must provide capability to scale up to 64 nodes or better.

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### **ITEM NO. 02: HYPERVISOR (COMPUTE VIRTUALIZATION) (08 Sockets)**

- Proposed Solution should be highly redundant providing capability for the VMs to restart on another node in case of any Node failure in the Cluster.
- Proposed Solution must provide VM Snapshot capability to revert back to previous point in time in case a failure or system error occurs.
- Proposed Solution must provide VM Clone capability for creating cloned instances from source VM for testing or any other purposes.
- Proposed Solution must provide VM Motion capability to Live migrate VMs to any nodes in the Cluster without any downtime.
- Proposed Solution must provide the capability to automatically hot-add resources including vCPUs and Memory real-time based on VM contention.
- Proposed Solution must provide automated Resource Scheduling and Load Balancing capability for balanced performance on all nodes across the cluster.
- Proposed Solution must provide Distributed Switch capability to configure and administer switching for the entire Cluster.
- Proposed Solution must provide Hardware Health Check capability to Monitor CPU, Memory, Network Interface Card, Hard Drive and RAID Controller etc.
- Proposed Solution must support SNMP and Web API Services.
- Proposed Solution must support patch update, rollback feature.

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### **ITEM NO. 03: STORAGE VIRTUALIZATION (6 Sockets)**

- Proposed Solution must be from the same Vendor as the Hypervisor.
- Proposed Solution must provide both “2 Copies” and “3 copies” options for data redundancy to be selected from while initial configuration of Virtual Storage.
- Proposed Solution must provide Data Striping capability with flexible stripe width.
- Proposed Solution must provide Data-At-Rest Encryption (In-Built) for VM Data Security without using any specialized Hardware such as Self-Encrypting Drives (SEDs).



## Section VII – Schedule of Requirements & Technical Specification

- Proposed Solution must provide SSD based Read Caching and Write Buffer capability to improve the performance of the I/O.
- Proposed Solution must provide Data Balancing capability to more evenly distribute the data across the devices to achieve a balanced distribution of resources.
- Proposed Solution must provide Automated Data Rebuilding capability to restore redundancy in case of any Disk or Node Failure.
- Proposed Solution must support striping based on disk.
- Proposed Solution must support Disk life prediction and alarm.

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### **ITEM NO. 04: NETWORK VIRTUALIZATION (06 Sockets)**

- Proposed Solution must be from the same Vendor as the Hypervisor.
- Proposed Solution must provide capability to display Virtual Datacenter Network Topology for easy Management and Troubleshooting.
- Proposed Solution must provide capability for L2 bridging with Physical Environment for Network connectivity of Internal workloads with Physical Network.
- Proposed Solution must provide capability to manage Switching and Routing of Internal workloads by providing Virtual Switches and Virtual Routers. Routing of External Physical / Virtual Workloads should also be managed by the Virtual Router.
- Proposed Solution must provide Micro-Segmentation / Distributed Firewalling feature for isolation of East-West Traffic between VMs.
- Proposed Solution must provide capability to display Network Traffic Flow in Real-Time.
- Proposed Solution must provide complete Network Visualization of Virtual Network.
- Proposed Solution must provide capability for Network Quality of Service (QoS).

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### **ITEM NO. 05: VM BACKUP SOLUTION (All VMs on Nodes)**

- Proposed Solution must be fully Compatible with Compute Hypervisor
- Proposed Solution must provide the capability to take Full / Incremental level VM Backups.
- Proposed Solution should be licensed in a manner to take backups of every VM in the Cluster regardless on which physical Node it resides on.
- Proposed Solution must provide Automated Scheduling for Backups based on Hourly, Daily, weekly etc. scheduling.
- Proposed Solution must support to configure Internal Virtual Storage, External SAN or NAS to be Backup repository for Storing Virtual Machine Backups.
- Proposed Solution must support Industry's common storage protocols such as iSCSI, FC or Network File Sharing (NFS).

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### **ITEM NO. 06: VM DISASTER RECOVERY SOLUTION (05 VMs Minimum)**

- Proposed Solution must be fully Compatible with Compute Hypervisor
- Proposed Solution must support Replication without any agent installation in the VM (Agentless) i.e. through the Hypervisor layer.
- Proposed Solution must support to achieve RPO in seconds.
- Proposed Solution must support to replicate 100+ Virtual Machines for future perspective.
- Proposed Solution must support Compression Technology to minimize actual Data Transfer across the Network between Sites.

## Section VII – Schedule of Requirements & Technical Specification

- Proposed Solution must support 1 Click DR Site Failover and 1 Click Production Site Failback for Planned and Unplanned DR testing Scenarios.
- Proposed Solution must support to migrate only incremental Data in case of Failback from DR Site to Production Site rather than migrating back complete VM Data.

### **HYPERCONVERGED INFRASTRUCTURE (HCI) HARDWARE ITEM NO. 07: HARDWARE (SERVERS) FOR HCI**

S#	Technical Description, Specifications and Standards Required Per Unit	Quantity Per Unit
7.1	2U Chassis with 12 x 2.5" / 3.5" + 2 x 2.5" / 3.5" Disk Slots or better	01
7.2	Intel Xeon Gold 6326 2.9GHz, 16C/32T or better	02
7.3	32 GB RDIMMs or better	08
7.4	240GB SSD or better with Raid 1 (OS Installation)	02
7.5	7.68 TB Enterprise Grade SSD, 3D NAND TLC SSD 2.5", SATA 3.0 6Gbps SSD or better (Data Storage)	02
7.6	10G Ethernet Optical Ports with SFP Modules (Multimode Optical Transceiver) or better	06
7.7	1G Ethernet Copper Ports or better	04
7.8	16G FC Ports with FC Modules or better	02
7.9	Raid Card with Pass-through (JBOD) mode supported	01
7.10	750W Power Supply or better	02
7.11	Embedded Server Management Software for Remote Management	01
7.12	Complete Rail Kit for Rack Mounting	01
7.13	Front Bezel (front cover or faceplate)	01
7.14	OEM Backed Warranty (36 Months)	01

### **Additional requirements:**

- Complete Migration of all existing workloads / system and data to new HCI Solution from (IMB Power machine (AS/400), Linux based Oracle EBS and other intel-based servers to new Servers) on both (Primary + DR Site).
- Migration of IBM-i DB2 database and installation of DB2 in HCI will be done by bidder
- Any other task related to Servers replacement to HCI, DR establishment and Data Migration will be performed by bidder.
- End to end configuration of existing firewalls and switches with new HCI solution/servers by bidder.
- Hardware's end of Sell and End of Support must be mentioned by OEM in service letter.
- Must provide Training and Certification for 3 PRCL officials/ Participants.
- 3 Years 24/7 Hardware Support & Software Technical Support Services.

**SECTION VIII – STANDARD FORMS**  
**FORM I: FORM OF BID**

**Date:** April \_\_\_\_\_, 2024

To: The Chief Executive Officer,  
Pakistan Reinsurance Company Limited,  
Karachi

Having examined the Bidding Documents including Addenda the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver/ *render service of annual report printing at PRCL, Karachi* in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming Pakistan Reinsurance Company Limited, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITB Clause 45.1

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7. We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive. We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Name) \_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**FORM II: BIDDER INFORMATION FORM**

**Title:** PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024

**Date:** April \_\_\_\_\_, 2024

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

**FORM III: BIDDER JV'S MEMBER INFORMATION FORM**

**Title:** PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024

**Date:** April \_\_\_\_\_, 2024

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>Insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4.  Establishing that the Bidder is not under the supervision of the PRCL.  Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**FORM V: FORM OF QUALIFICATION INFORMATION**

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

1.1 Constitution or legal status of Bidder:  
Individual/AOP/Company

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid:

1.2 Total annual volume of Services performed in \_\_\_ years, in the internationally traded currency specified in the Bid Data Sheet: PKR/Any other currency \_\_\_\_\_

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last \_\_\_\_\_ years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

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

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

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach the Biographical Data. Refer also to ITB 13.4 (d)

1.6 Proposed sub-contracts and firms involved. Refer to GCC 24.

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

1.7 Financial reports for the last \_\_\_\_\_ years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

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- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.
- 1.10 Information regarding any litigation, current or within the last \_\_\_\_\_ years, in which the Bidder is or has been involved.

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

- 1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.
- 1.12 Statement of compliance with the requirements of ITB 3.4.
- 1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

**Joint Ventures**

- 2.1 The information listed in 1.11 - 1.12 above shall be provided for each members of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that
  - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

- 3. **Additional Requirements** 3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

\_\_\_\_\_, We, the undersigned declare that \_\_\_\_\_

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

*Or [delete statement which does not apply]*

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

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

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

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

Address:



**FORM VI: BID SECURITY FORM**  
(Bank Guarantee Form)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*  
*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

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

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

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

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

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

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_

(\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

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

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

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

\_\_\_\_\_  
*[Signature(s)]*

**FORM VII: BID SECURITY (BID BOND)**

BOND NO. \_\_\_\_\_

BY THIS BOND [*name of Bidder*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact business in Pakistan** as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Procuring Agency*] as Oblige (hereinafter called “the Purchaser”) in the sum of [*amount of Bond*]<sup>A</sup> [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, for the supply of [*name of Contract*] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

\_\_\_\_\_

The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_\_ day of 20 .

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Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Apply Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

**FORM VIII: BID SECURITY DECLARATION**

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

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

No.: *[number of Bidding process]*

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

To: *Pakistan Reinsurance Company Limited*

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

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

## **FORM OF CONTRACT**

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

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

### **NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

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

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

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

Witness to the signatures of the Procuring Agency:

.....

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

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

## General Conditions of The Contract (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a) <b>“Authority”</b> means Public Procurement Regulatory Authority.
			b) The <b>“Arbitrator”</b> is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract <b>GCC Clause 32</b> hereunder.
			c) The <b>“Contract”</b> means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d) The <b>“Commencement Date”</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .
			e) <b>“Completion”</b> means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f) <b>“Country of Origin”</b> means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .
			g) The <b>“Contract Price”</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h) <b>“Defective Goods”</b> are those goods which are below standards, requirements or specifications stated by the Contract.
			i) <b>“Delivery”</b> means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
			j) <b>“Effective Contract date”</b> is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions.
			k) <b>“Procuring Agency”</b> means the person named as Procuring Agency in the <b>SCC</b> and the legal successors in title to this person, procuring the Goods and related service, as named in <b>SCC</b> .
l) <b>“Related Services”</b> means those services ancillary to the delivery of the Goods, such as transportation			

			and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		m)	<b>"GCC"</b> mean the General Conditions of Contract contained in this section.
		n)	<b>"Intended Delivery Date"</b> is the date on which it is intended that the Supplier shall affect delivery as specified in the <b>SCC</b> .
		o)	<b>"SCC"</b> means the Special Conditions of Contract.
		p)	<b>"Supplier"</b> means the individual private or government entity or a combination of the above that's Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the <b>SCC</b> .
		q)	<b>"Project Name"</b> means the name of the project stated in <b>SCC</b> .
		r)	<b>"Day"</b> means calendar day.
		s)	<b>"Eligible Country"</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		t)	<b>"End User"</b> means the organization(s) where the goods will be used, as named in the <b>SCC</b> .
		u)	<b>"Origin"</b> means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
		v)	<b>"Force Majeure"</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances  For the purposes of this Contract, <b>"Force Majeure"</b> means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which



			<p>makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
		w)	<p><b>"Specification"</b> means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.</p>
		x)	<p>The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p>
2.	Application and Interpretation	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
		2.2	<p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p>
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Form of Contract,</li> <li>2. Special Conditions of Contract,</li> <li>3. General Conditions of Contract,</li> <li>4. Letter of Acceptance,</li> <li>5. Certificate of Contract Commencement</li> <li>6. Specifications</li> <li>7. Contractor's Bid, and</li> <li>8. Any other document listed in the Special Conditions of Contract as forming part of the Contract</li> </ol>
3.	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> <li>a) Acknowledgement to retain bid security as performance security.</li> </ol>

			b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani such as PSQCA such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in <b>GCC Clause 7.1</b> except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in <b>GCC Clause 7.1</b> shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.	
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.	
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.	
10.	Performance Security	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.	
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.	
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:	
			a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
			b)	A cashier's or certified check.
10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.			
11.	Inspections and Test	11.1	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.	

12.	Insurance	12.1	The Goods/services supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the <b>SCC</b> .
13.	Related Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
			a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
			b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		13.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
14.	Spare Parts	14.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. Advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</li> <li>ii. Following such termination, furnishing at no cost to the Procuring Agency, the blueprints,</li> </ul>

			drawings, and specifications of the spare parts, if requested.
15.	Warranty/ Defect Liability Period	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		15.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, + whichever period concludes earlier, unless specified otherwise in SCC.
		15.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
16.	Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		16.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.

		16.3	Payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice or claim by the Supplier.
		16.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or a currency in which the payment has been requested in the Supplier's Bid.
		16.5	All payments shall be made in the currency or currencies specified in the SCC
17.	Prices	17.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		17.2	Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
18.	Change Orders	18.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract
		18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		18.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
19.	Contract Amendments	19.1	Subject to <b>GCC Clause 18</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20.	Assignment	20.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
21.	Sub-Contracts	21.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified

			in the Bid. Subcontracting shall not alter the Supplier's obligations.
		21.2	Subcontracts must comply with the provision of <b>GCC Clause 21.1</b> .
22.	Delay's in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		22.3	Except as provided, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
23.	Liquidated Damages	23.1	If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract.
24.	Termination for Default	24.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		24.2	Fundamental breaches of Contract shall include, but shall

			not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
		d)	The supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause: <b>"Corrupt and Fraudulent Practice"</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004
		24.3	In the event the Procuring Agency terminates the Contract in whole or in part, , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
24.	Termination for Force Majeure	24.1	Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is



			not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent)
		24.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
25.	Termination for Insolvency	25.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
26.	Termination for Convenience	26.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		26.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
			a)
		b)	To cancel the remainder and pay to the Supplier an

				agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
27.	Disputes Resolution	27.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.	
		27.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.	
28.	Procedure for Dispute Resolution	28.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.	
		28.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.	
		28.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.	
		28.4	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.	
		28.5	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to <b>GCC Clause 8</b> ,	
			a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
	b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost		

			of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
29.	Notices	29.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		29.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
30.	Taxes and Duties	30.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		30.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		30.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1	The Procuring Agency is: <i>PAKISTAN REINSURANCE COMPANY LIMITED</i> <i>12<sup>TH</sup> FLOOR, PRC TOWERS, LALAZAR DRIVE M.T KHAN ROAD,</i> <i>KARACHI</i>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <b>Title:</b> <i>"PURCHASE OF SERVERS WITH HCI SOLUTION FOR DATA CENTER AND DR SITE 2024"</i>
<b>Governing Language (GCC 4)</b>		
4.	4.1	The Governing Language shall be English.
<b>Applicable Law (GCC 5)</b>		
5.	5.1	The Applicable Law shall be: Laws of Pakistan
<b>Country of Origin (GCC 6)</b>		
6.	6.1	Country of Origin is Pakistan
<b>Performance Security (or guarantee) (GCC 10)</b>		
7.	10.1	5% of contract price for the entire duration of the contract.
<b>Payment (GCC Clause 16)</b>		
18.	19.1	<b>Payment for Services supplied from within Pakistan:</b> The payment of hardware/one time cost will be paid after verification of the same from IT Department and backup support will be charged on annual basis or as per terms of payment mutually agreed b/w PRCL and successful bidder.
19.	19.2	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be: N/A
<b>Prices (GCC Clause 17)</b>		
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC: N/A
<b>Liquidated Damages (GCC Clause 23)</b>		
21.	25.1	<b>Liquidated Damages for Delay:</b> If the supplier fails to deliver goods or commence services on the scheduled date, liquidated damages will be charged at 0.01% of the contract price for each day of delay.  <b>Downtime Liquidated Damages:</b> In the event that services are interrupted and the issue is not resolved within a reasonable time, a penalty of Rs. 5,000/- per instance will be imposed. This amount will be deducted from the supplier's performance security.  <b>Termination for Persistent Issues:</b> If issues persist, the procuring agency reserves the right to terminate the contract, forfeit the supplier's performance security, and blacklist the supplier.

<b>Procedure for Dispute Resolution (GCC Clause 29)</b>		
23.	32.3	<p><b>Dispute Resolution</b></p> <p><b><u>For Contracts to be entered with foreign Contractor/ Service Provider:</u></b></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p>
		<p><b><u>For Contracts to be entered with nationals of Pakistan:</u></b></p> <p>If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract- whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [Insert name of the city] and proceedings will be conducted in – [Specify language] language.</p> <p>The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own Participation in the mediation and arbitration. However, the</p>

		<p>Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
<b>Notices (GCC Clause 30)</b>		
26.	35.1	<p>— Procuring Agency’s address for notice purposes:</p> <p>— Supplier’s address for notice purposes:</p>

**PERFORMANCE SECURITY (OR GUARANTEE) FORM**

To:

The Chief Executive Officer  
Pakistan Reinsurance Company Limited  
Karachi

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

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

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

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

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

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*