

CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED (CPPA-G)



TENDER DOCUMENT

No: CPPA-G/ 9153-56

For Laptops, Renewal of Software Licenses and support (Symantec Antivirus, Solarwind NPM, Darktrace Enterprise Immune System, Infoblox), Maintenance & Support Services for IT Infrastructure including Data Centre Facilities (with parts) and Purchase of Dynamic Application Security Testing (DAST) Tool

Note: Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required in the Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

OFFICE OF THE CHIEF INFORMATION OFFICER (CIO)

**CPPA-G, Shaheen Plaza, Plot 73-A West, Fazlul Haq Road Blue Area,
Islamabad**

Tel: 051-111-922-772 Ext-224 & 225

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SECTION A: INVITATION FOR BIDS

1. Invitation to Bid

CPPA-G, invites sealed bids from eligible bidders (original manufacturers/authorized distributors/suppliers) registered/incorporated company/firm in Pakistan, registered with Income Tax and Sales Tax department (FBR) For Laptops, Renewal of Software Licenses and support (Symantec Antivirus, Solarwind NPM, Darktrace Enterprise Immune System, Infoblox), Maintenance & Support Services for IT Infrastructure including Data Centre Facilities (with parts) and Purchase of Dynamic Application Security Testing (DAST) Tool following schedule:

Equipment/ Software/ Services		
-	LOT A	Laptops
	LOT B	Solar Wind NPM License Renewal
-	LOT C	Renewal of Symantec Antivirus Endpoint Protection (200 Clients) and 100 Additional License Expiring on 18th April, 2024
-	LOT D	Maintenance & Support Services for IT Infrastructure including Data Centre Facilities (with parts)
-	LOT E	Dark Trace (Enterprise Immune System) License renewal Expiring on 30th April, 2024.
-	LOT F	Info Blox (Blox One DDI & Threat Defense Advanced) Expiring on 3rd May, 2024
-	LOT G	Dynamic Application Security Testing (DAST) Tool and Penetration Testing

1.1 PPRA Rules

This tender for procurement will be processed strictly under public procurement rules, 2004. These may be obtained from <http://ppra.org.pk/doc.rules.pdf>. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under the procurement rules, 2004.

1.2 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in national newspapers with wide circulation and online at PPRA's <http://www.ppra.org.pk> and CPPA-G's official websites <http://www.cppa.gov.pk>.

1.3 Type of Open Competitive Bidding

As per rule 36(b), Single Stage - Two Envelop Bidding procedure shall be followed.

1.4 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/ rejection of bids, performance guarantee etc. can be downloaded from the CPPA-G official website <http://www.cppa.gov.pk>.

1.5 Bidding Process Schedule

Brief schedule of bidding process is as under:

Sr.	Summary	Description
1.	Recipient	CIO CPPA-G, Shaheen Plaza, 73 A West, Blue Area, Islamabad
2.	Venue	O/O Chief Information Officer, Shaheen Plaza, 73 A West, Blue Area, Islamabad
3.	Closing Date & Time of Bids (Technical & Financial)	27 th December 2023 11:00 AM
4.	Technical Bids shall be opened in the	27 th December 2023 11:30 AM

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	presence of bidder or authorized representatives	
5.	Public Opening Date & Time of Financial Bids	Technical responsive Companies shall be informed to participate in the opening process of financial bids with date/time.
6.	Bid Money	05% of the total value of quoted cost (Please enclose bid money with financial bid envelope)
7.	Cost of Tender Document	Rs. 1,000/-

SECTION B: INSTRUCTIONS TO BIDDERS

2. General Instructions to Bidders

2.1 Scope of Bid

The CPPA-G invites sealed bids For Laptops, Renewal of Software Licenses and support (Symantec Antivirus, Solarwind NPM, Darktrace Enterprise Immune System, Infoblox), Maintenance & Support Services for IT Infrastructure including Data Centre Facilities (with parts) and Purchase of Dynamic Application Security Testing (DAST) Tool in schedule of requirements along with technical specifications, as per Annexures, at O/O Chief Information Officer, Shaheen Plaza, 73 A West, Blue Area, Islamabad.

2.2 Tender Document Fee

The bidding documents can be downloaded from www.cppa.gov.pk; however, cost of tender document is PKR 1000/- (nonrefundable) that will be deposited by potential bidders in CPPA-G Imprest Account. Account Title: 'Central Power Purchasing Agency (Guarantee) Limited' Account No. 3057606195, National Bank of Pakistan, Super Market, Corporate Branch, F-6, Islamabad. The bidders will present original receipt of tender document fee, deposited, along with sealed technical and financial bids.

2.3 Eligibility of Bidders/Bids/Goods/Services

The eligibility of bidders, bids, goods or services will be evaluated in line with following clauses:

2.3.1 Bidders:

This Invitation for Bids is open to all original manufacturers/ their authorized agents/ suppliers and in case of imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods who:

- i) have registered/incorporated company/firm in Pakistan with relevant business experience of at least Three Years (3) years.
- ii) is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- iii) has valid registration of General Sales Tax (GST) & National Tax Number (NTN);
- iv) must be involved in sales or supply business of IT equipment and services for last 3 years;
- v) has authorization of principal manufacturer (For All Lots Except Lot D).
- vi) has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan and has read CPPA-G's blacklisting SOP and have no objection being trailed in case of breach of contract (submission of undertaking on legal stamp paper, as per 'Annexure-A' is mandatory),
- vii) has required relevant qualified and enough strength of technical staff to fulfill the requirement of assignment,
- viii) has office(s) at Islamabad / Rawalpindi

Note: verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification

2.3.2 Bids:

Any bid not received as per the terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:

- Received without tender document fee submission receipt

- received without earnest money/ bid Security
- received after the date and time fixed for its receipt
- tender document and the bid are unsigned
- offer is ambiguous
- offer is conditional i.e. advance payment, currency fluctuations or currency is not USD except Lot B,C,E,F & G.
- offer is received by a telegram
- offer is received with shorter price validity and longer delivery period than asked in this document
- offer is for store/items not conforming to the specifications indicated in the tender BOQ

2.3.3 Goods or Services:

All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, installation, after sale service/support and trainings etc.

2.4 Corruption and Fraud

- The Government of Pakistan defines Corrupt and Fraudulent Practices as “corrupt and fraudulent practices” which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”.
- Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

2.5 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.6 Joint Venture / Consortium

Joint venture / consortium is not eligible for this tender.

3. Special Instructions to Bidders

3.1 Bidding Document Contents

3.1.1 Contents of bidding document

- The goods/licenses/support/services required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include: (a) Instructions to Bidders (ITB) (b) Schedule of Requirements (c) Technical Specifications (d) Evaluation Criteria (e) Bid Forms (including technical forms and financial forms) (f) Draft

Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.

- ii) The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and CPPA-G shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.1.2 Clarification(s) on Bidding Document

The potential bidders requiring clarification(s) on bidding document may notify CPPA-G at the address indicated in the Invitation for Bids. The CPPA-G shall respond in writing through email to any request for clarification(s) no later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. The responses of CPPA-G (including an explanation of the query but without identifying the source of inquiry) shall be uploaded on the company's website: www.cppa.gov.pk.

3.1.3 Amendment(s) on Bidding Document

- i) At any time prior to deadline for submission of bids, CPPA-G, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify bidding document by amendment(s). The amendments incorporated will be published/notified on company's website: www.cppa.gov.pk and same shall be binding to all bidders.
- ii) In order to allow prospective bidders reasonable time to take into account the amendment(s) in preparing their bids, CPPA-G, at its discretion, may extend deadline for the submission of bids.

3.2 Bidding Procedure

3.2.1 Governing Rules

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (b) 'Single stage - Two Envelop procedure'. Bidders are advised to refer to the section-A, sub-sections 1.1, 1.2, 1.3 and 1.5.

3.2.2 Bidding Procedure

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: Two Envelope Procedure

- i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;
- ii) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked as "TECHNICAL BID" shall be opened at O/o Chief Information Office, CPPA-G, Shaheen Plaza, 73 A West, Fazlul Haq Road, Blue Area, Islamabad on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.
- iv) The envelope marked as "FINANCIAL BID" shall be retained in the custody of CPPA-G without being opened;
- v) The CPPA-G shall first establish the "Eligibility" and then evaluate the technical Bid conforming the compliance of the offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
- vi) During the technical evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any

material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

- vii) The “FINANCIAL BIDS” of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period;
- viii) The Financial Bid of ineligible and/or technically nonresponsive bidders shall be returned un-opened to the respective bidders subsequent to the announcement of “Bid Evaluation Report” (BER); and
- ix) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with highest technical marks will be awarded tender.

3.3 Preparation of Bids

3.3.1 Documents Comprising of Bids

- i) The bid shall comprise of bid forms, duly signed by the authorized personnel along with the stamp of the company, and all those documentation that are prescribed for the eligibility of the bidders and goods/services that are found necessary and highlighted in the bid forms in Annexure-B.
- ii) The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

3.3.2 Bid Prices

- i) The bidder shall quote unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, prescribed in this bidding document, of goods/services, he proposes to supply under contract on FOR basis at the addresses provided in section 2.1 of this bidding document. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties.
- ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to CPPA-G.
- iii) While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- iv) Form prescribed for quoting of prices, should be typed and printed on the bidder’s letterhead. Any alteration/correction must be initialed.
- v) The bidder should quote prices of goods/services on the form provide in Annexure-B according to the technical specifications demanded in BoQ for which Vendor is participating of this bidding document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

3.3.3 Bid Currency

Prices shall be quoted in USD. Bids with prices offered in any other currency will be rejected for all lots Except Lot A & Lot D for which currency is Pakistani Rupees (PKR)

3.3.4 Supporting Documents

The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.

3.3.5 Bidders Eligibility Documents

Bidder shall furnish, as part of its bid (with bid form & price schedule) the documentary evidence mentioned in eligibility criteria Section D for the bidder’s eligibility and its qualifications to perform the contract if his bid is accepted:

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- Minimum Three (03) years of experience in supplying of IT & Related items having proper Outlet/Office,
- duly authorized by Manufacturer/Principal of Leading Brands (Authorization Letter shall be provided For All Lots Except (Lot D)
- registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,
- Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not blacklisted by any Government (Federal, Provincial or Local) or a public-sector organization. respective bidder has read CPPA-G's blacklisting SOP and have no objection being trailed in case of forged document provide/ breach of contract (as per Annexure-A is mandatory).

3.3.6 Bid Security

- The bidder shall furnish, as part of its bid, a bid security @ 05% of the total quoted bid value in PKR, in the shape of pay order/demand draft/call deposit in the name of CPPA-G, Shaheen Plaza, Fazlul Haq Road, Blue Area, Islamabad. The unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.
- The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.
- The successful bidders' Bid Security will be kept in CPPA-G's account as Performance Security until successful bidder replace it with the Bank Guarantee within sixty days after issuance of Purchase Order and Performance security shall be valid till the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. No other shape or form of performance security shall be acceptable.
- The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the contract or fails to provide equipment/software/Support awarded.

3.3.7 Bid Validity

- The bids price shall remain valid for 120 days after the date of opening of technical bid prescribed by CPPA-G. A bid having validity for a shorter period shall be rejected by CPPA-G as non-responsive.
- The CPPA-G shall be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- The bidders who; (a) agree to the CPPA-G request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities/Performance Security.

3.4 Submission of Bids

3.4.1 Sealing and Marking

- The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bid/bids in separate envelopes.
- The envelopes shall then be sealed in an outer envelope.
- The inner and outer envelopes shall: (a) be addressed to the CPPA-G at the address, and (b) Bid Reference No. given, and a statement: 'DO NOT OPEN BEFORE' the time and the date specified, in the Invitation for Bids for opening of Bids.

- iv) The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as 'non-responsive' or 'late'.
- v) If the outer as well as inner envelope is not sealed and marked as required, CPPA-G, shall assume no responsibility for the bid's misplacement or premature opening.
- vi) The bids must be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

O/o Chief Information Officer, CPPA-G

CPPA-G, Shaheen Plaza, Plot 73-A West,
Fazlul Haq Road Blue Area,
Islamabad

Tel. No. 051-111-922-772 Ext-224

- vii) Bids submitted through telegraph, telex, fax or email shall not be entertained.

3.4.2 Submission Deadline

- i) Bids must be submitted by the bidder and received by the CPPA-G on/or before 27th December, 2023, 11:00 AM. Bids received later than the time and date specified will stand summarily rejected.
- ii) The CPPA-G may, in its discretion, may extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with sub-section 3.1.3, in which case all rights and obligations of CPPA-G and bidders previously subject to the deadline shall thereafter be subject to deadline as extended.

3.4.3 Submission Deadline

Any bid received by CPPA-G after the deadline for submission of bids prescribed by CPPA-G pursuant to sub-section 3.4.2 shall be rejected and returned unopened to the bidder.

3.4.4 Withdrawal of Bids

- i) The Bidder may withdraw its bid after bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.
- ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder, pursuant to the sub-section 3.3.6.

3.5 Bids Opening and Evaluation

3.5.1 Open and Evaluation of Technical/Finance Bids

- i) 'Technical Bids' received, shall be opened by CPPA-G publicly in the presence of bidders or their representatives who may choose to be present on 27th December, 2023, 11:00 AM. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the bidders.
- ii) All Bidders in attendance shall sign an attendance sheet.
- iii) Prior to detailed evaluation, CPPA-G shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically sub-section 3.3.3 and 3.4. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. CPPA-G's determination of a bid's responsiveness will be based on contents of the bid itself.
- iv) The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.

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- v) The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue which shall be communicated to the bidders after evaluation of technical bids.
- vi) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the bidder, items bided for and unit prices and total amount of the bid (if applicable). CPPA-G may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).
- vii) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
 - If there is a discrepancy between unit price 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.
 - If bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
 - If there is a discrepancy between words and figures, the amount in words shall prevail.

3.5.2 Bids Rejection

- i) CPPA-G may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. CPPA-G may upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids but, is not required to justify those grounds.
- ii) Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.
- iii) Conditional offer i.e. advance payment, currency is not USD (for all lots except A&D for which currency is PKR) or currency fluctuations etc.
- iv) Incomplete bid/bids shall be rejected.
- v) Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.
- vi) CPPA-G incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.
- vii) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

3.5.3 Re-Bidding

- i) If CPPA-G rejected all bids in pursuant to sub-section 3.5.4, it may call for a re-bidding.
- ii) CPPA-G before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

3.5.4 Announcement of Evaluation Report

Announcement of Evaluation Report will be as per PPRA rules 2004.

3.5.5 Contacting Procurement Agency

- i) No Bidder shall contact CPPA-G on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of CPPA-G, it should do so in writing.
- ii) Any effort by a bidder to influence CPPA-G in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

3.6 Award of Contract

3.6.1 Acceptance of Bid/Award Criteria

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section D, being technically qualified and having lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the contract, within the original or extended period of bid validity.

3.6.2 Variation in Quantity

The CPPA-G reserves the right at/after the time of award of contract to increase or decrease, quantities of goods up to 15% as originally specified in Schedule of Supplies without any change in unit price or other terms and conditions.

3.6.3 Performance Security

The successful bidders' Bid Security will be kept in CPPA-G's account as Performance Security until successful bidder replace it with the Bank Guarantee within sixty days after issuance of Purchase Order and Performance security shall be valid till the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. No other shape or form of performance security shall be acceptable.

3.6.4 Notification of Award / Letter of Acceptance (LoA)

- i) Prior to the expiration of the period of bid validity, CPPA-G shall issue Purchase Order to the successful bidder. This Purchase order is termed as Letter of Acceptance.
- ii) The notification of award shall constitute the formation of the contract between CPPA-G and the successful Bidder.
- iii) The enforcement of the contract shall be governed by Rule 44 of the PPR-2004. The performance security shall be forfeited in case of bidder fails to fulfill the obligations under the contract or violates any of the terms and conditions of the contract.

3.7 Goods Inspections/ Verification

3.7.1 Inspection and Test

- i) After delivery of goods at CPPA-G's premises (for LoTs in which hardware is to be delivered), CPPA-G shall inspect the quantity, quality, specifications of goods in the presence of the bidder.
- ii) CPPA-G will carry out detailed physical examination of stocks (for LoTs in which hardware is to be delivered) and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.
- iii) After delivery/Renewal of Licenses (for LoTs in which software is to be renewed/purchase) CPPA-G will issue verification certificate of delivery/Renewal of licenses

3.8 Packing of Goods Delivered

3.8.1 Packing & Accessories

All the items to be provided in proper company packing with brochures and CDs if applicable.

3.9 Transportation

3.9.1 Transportation and Delivery Requirements

- i) The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.

- ii) The bidder shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- iii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

3.10 Disputes

3.10.1 Resolution of Disputes

In case of any dispute concerning the interpretation and/or application of this document shall be settled through arbitration. The CEO, CPPA-G or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the parties.

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SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

4. Supplies of Services/ Software Subscription (Purchase/ Renewal)

4.1 Equipment/Services/ Software Subscription Delivery

The **Services/ Software Subscription** shall be delivered and installed in accordance with the following schedule of requirements:

S. No	Milestone	Time Period
1	For Lot A	Within One Twenty Days (120) Days from date of Issuance of Purchase Order
2	For Lot B, C, E, F	Within Thirty Days (30) Days from date of Issuance of Purchase Order
3	For Lot D	Resource Deployment within thirty (30) days from the issuance of Purchase Order
4	For Lot G	Delivery of License for activation of licenses and principal support is (30) days from the issuance of

5. Late Delivery Penalty

5.1 Liquidated Damages upon Late Delivery of Supplies

The hardware, Software and Supports shall be delivered in accordance with the Purchase Orders to be issued by CPPA-G. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
For Lot A		
Without penalty	120 days	120 days
With penalty @ 1% per day after 120 days of issuance of Purchase Order up to maximum of 10% of the total contract value.	10 days	130 days
For Lots B, C, D, E, F		
Without penalty	30 days	30 days
With penalty @ 1% per day after 30 days of issuance of Purchase Order up to maximum of 10% of the total contract value.	10 days	40 days
For Lot G (Delivery of Licenses)		
Without penalty	30 days	30 days
With penalty @ 1% per day after 180 days of issuance of Purchase Order up to maximum of 10% of the total contract value.	10 days	40 days

5.2 Failure to Delivery

Failure to supply items within the stipulated time period will invoke a penalty as specified in sub-section 5.1; however, in case for delivery exceeds allowed period with penalty, CPPA-G may terminate/cancel the Contract/ Purchase Order, Performance Security amount may be forfeited and the company may be blacklisted and will not be allowed to participate in future tenders as well.

6. Terms of Payment

6.1 Payment

Payment of the Equipment, Software and Support will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Currency of Invoice should be PKR
- ii) For the rate of exchange (USD to PKR) shall be the selling rate, prevailing on the date of invoice as notified by the State Bank of Pakistan on that day.
- iii) Invoice having NTN, GST No. printed of Both Supplier & Consignee.
- iv) For Equipment GRN (Goods Receipt Note) issued by the consignee and for Software/ Support/ Services GRN is not applicable.
- v) Inspection/ Verification/Provisional Acceptance Certificate issued by CPPA-G.
- vi) Warranty Certificate for equipment only
- vii) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- viii) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal
- ix) In case sale tax is revised by government of Pakistan during three agreement years price inclusive of GST will be revised accordingly.
- x) For LOT D Payment will be made quarterly after completion of each quarter
- xi) For LOT G Payment of vendor support, vulnerability assessment and penetration testing will be made quarterly after completion of each quarter.

SECTION D: EVALUATION CRITERIA

7. Evaluation Criteria

7.1 Bidder's Evaluation Criteria

Bidder as a part of his bid shall provide the following depending upon applicability:

- i) Company profile
- ii) NTN Certificate
- iii) GST Certificate
- iv) On Active Tax Payers List of FBR
- v) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
- vi) Minimum Three (3) years' experience in supply and installation of hardware/IT equipment or supply of software licenses along with list of clients to whom the bidder has done or been doing business during last Three (3) years along with their Names, Addresses and Phone Numbers Except (except lot G which is at least one year (1)).
- vii) A list showing the location of head office along with those of branch offices.
- viii) A list of technical expertise and qualified maintenance engineers/staff to handle the task efficiently along with their qualification.
- ix) Bid Validity period of 120 days from date of opening of Technical Bids.
- x) Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry... (Annexure-A).
- xi) Complete specifications with supporting document, brochures of the offered items. If specifications do not meet the tender requirements; offered material/services/licenses shall not be entertained.
- xii) The Bidder should be authorized partner with quoted brand for All Lots Except Lot D & G
- xiii) Must have minimum annual turnover at least PKR 5 million in the last 3 years – Income Tax Returns/Audited Financial Statements
- xiv) The Refurbished, Grey smuggled products will be not accepted in any case.
- xv) Manufacturer's authorization certificate/Letter (For All Lots Except Lot D & G)

7.2 Bid's Evaluation Criteria

- i) Technical bids will be evaluated as per given criteria in sub-section 7.3. The bidder will be declared technically qualified if score of technical factors $\geq 70\%$.
- ii) Financial bids will be opened only of those bidders who are technically responsive.
- iii) The tender will be awarded to the financially lowest bidder. In case if lowest financial value is tied between two or more bidders, tender will be awarded to the bidder having highest score in technical evaluation. In case lowest financial value and technical score are tied between two or more bidders, tender will be awarded to the bidder having more experience.
- iv) For lots for which financial value is asked for two or more years, tender financial evaluation will be done on sum of two year or three years depending upon the years of agreement.

7.3 Technical Evaluation Criteria

The technical evaluation will be done on the basis of following parameters for eligibility of the Bidder:

Sr.	Factors	Max. Score
-----	---------	------------

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I.	Registration/Incorporation/Business Certificate and at least three business years in Pakistan		Mandatory
	Valid Income Tax Registration		Mandatory
	Valid General Sales Tax Registration (Active with FBR)		Mandatory
	Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry (Annexure-A)		Mandatory
	Compliance to schedule of supplies		Mandatory
	Principal authorization certificate/ Letter (For All Lots Except Lot D & G).		Mandatory
	Principal valid Partnership certificate (For All Lots Except Lot B,C,D, G).		Mandatory
	Must have minimum annual turnover at least PKR 05 million in the last 3 years – Income Tax Returns to be attached for all lots		Mandatory
	Must have Office in Islamabad/Rawalpindi		Mandatory
	At least one Maintenance & Support Service assignment complete/on-going with documentary evidence in last 3 years. (For Lot D only)		Mandatory
	Include at least one reference of completion of VAM project in last 3 years from date of issuance of tender (For Lot G only)		Mandatory
	Include at least One references of completion of Penetration Testing in last 3 years from date of issuance of tender (For Lot G only)		Mandatory
II.	Company Profile		
	i.	No. of Offices other than Islamabad/Rawalpindi * each office = 2.5	Max (5)
	ii.	Age of company between 3 to 5 years (5 Marks) Age of Company 5 to 10 years (10 Marks) Age of Company 10 years or more (15 Marks)	Max (15)
III.	Annual Sales Turnover for Last Three Years <ul style="list-style-type: none"> Annual Turnover equals or more than 35 million = 20 Points Annual Turnover equals or more than 20 million and less than 35 million = 15 Points Annual Turnover equals or more than 05 million and less than 20 million = 10 Points Note: Income Tax Returns for Last Three Years will be attached.		Max (20)
IV.	For All lots A, B, C, E & F: List of Projects to whom the bidder has done or been doing business of IT related equipment/services/licenses during last Three (3) years along with their Names, Addresses, Phone Numbers. Documentary evidence required. List of projects to be provided bifurcating in following slabs: <ul style="list-style-type: none"> Equals or more than 3 million and less than 5 million (10 marks) Equals or more than 5 million and less than 7 million (15 marks) Equals or more than 7 million (20 marks) For Lot D: List of Annual Maintenance Contract undertaken by firm during last three years. Documentary evidence required. <ul style="list-style-type: none"> Equals or more than 1.5 million annually (10 marks) For Lot G: List of similar projects the bidder has done or is doing since last Three (3) years. The projects name, client name, address, contact person name, contact numbers and documentary evidences of projects are required. <ul style="list-style-type: none"> Number of implementations of VAM Tool, each project has 5 Marks. (Only one project by one client will be considered). 		Max (20)

	<ul style="list-style-type: none"> Number of delivered projects where penetration testing services are provided. Each Project (5 Marks). (Only one project by one client will be considered). 	
V.	<p><u>For Lots A,B,C,F:</u> Qualified staff to execute this project for CPPA, residing in Islamabad / Rawalpindi. (must attach valid certificates)</p> <ul style="list-style-type: none"> Certified with principal, per resource = 20 points <p><u>For Lots D, E & G:</u> Qualified & Experienced staff to execute this project for CPPA, residing in Islamabad / Rawalpindi. (must attach valid documents)</p> <ul style="list-style-type: none"> Qualified & Experienced Engineer/Technician, per resource = 10 Points 	(Max. 40)
Max. score		100

LOT A: TECHNICAL SPECIFICATIONS- LAPTOPS

LAPTOP COMPUTERS (Professional Series)			
Brands	IBM, HP, Lenovo, Sony or Equivalent Internationally top recognized brands		
S. No.	ITEM	DESCRIPTION	Est. QTY
1	Processor	Intel® Core™ i7-1355U, 10C (2P + 8E) / 12T, P-core 1.7 / 5.0GHz, E-core 1.2 / 3.7GHz, 12MB	57
	Chipset	Intel SoC Platform	
	Display	At least 15.6" diagonal FHD anti-glare or higher	
	RAM	16GB DDR4 3200MHz or Higher extendable upto 32GB	
	Hard Disk	Min. 512GB SSD M.2 2242 PCIe® 4.0x4 NVMe® Opal 2.0 or Higher	
	Graphics	Integrated Intel® Iris® Xe Graphics Functions as UHD Graphics	
	Finger Print	Touch Style, Integrated	
	Camera	Integrated FHD 1080p with Privacy Shutter	
	Keyboard	Keyboard with Backlit English, with trackpoint	
	Communication	Gigabit Ethernet Port, Wi-Fi® 6, 11ax 2x2 + BT5.1 or above	
	External Ports	1x Ethernet (RJ-45), 1x HDMI® 2.1, 1x Headphone / microphone combo jack (3.5mm), 1x Thunderbolt™ 4 / USB4® 40Gbps, 1x USB 2.0, 1x USB 3.2 Gen 1, 1x USB-C® 3.2 Gen 2	
	Power	65W AC power adapter or better, At Least 45 Whr or more Battery but Backup Min 6 Hours	
	OS Version	Windows 10 Pro 64bit Preinstalled	
	Carrying Case	Original	
Antitheft Lock	Cable Lock		
NOTE: 03 (three) Years Parts/Labor OEM On Site warranty for all components (3/3/0) with supplier on-site support.			

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LOT B: TECHNICAL SPECIFICATIONS- SOLARWIND NPM

S. No.	ITEM	Contract ID	Support Duration
1	OEM Based Maintenance renewal of SolarWinds Network Performance Monitor for (100 Nodes) (Principal support and supplier On Site Support)	SW22623195	Annual agreements for three years. Initially for one year agreement extendable annually after satisfactory performance evaluation by CPPA at the end of each agreement year.

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**LOT C: TECHNICAL SPECIFICATIONS- SYMENTEC
ENDPOINT SECURITY**

S. No.	ITEM	DESCRIPTION	Est. QTY	Subscription and Support Duration
1	Symantec Antivirus Endpoint Protection	New additional 100 clients of Symantec antivirus endpoint protection licenses & renewal of existing 200 Symantec antivirus endpoint protection client licenses. Start date 12 th May, 2024. Existing Contract # B8000331897 / 51414166	Existing 200 Clients +100 New Additional Clients	Annual agreements for three years. Initially for one year agreement extendable annually after satisfactory performance evaluation by CPPA at the end of each agreement year.

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**LOT D: TECHNICAL SPECIFICATIONS- MAINTENANCE &
SUPPORT SERVICES FOR IT INFRASTRUCTURE
INCLUDING DATACENTE FAILITIES INCLUDING PARTS**

Following requirements define the scope of work for this RFP:

1.1 Successful bidder will provide the support & services for IT facilities at CPPA-G Islamabad and Data Center at location mentioned below, including parts.

Datacenter is located at 1st Floor, Shaheen Plaza, Fazl e Haq Road, Blue Area, Islamabad, Pakistan.

1.2 Successful bidder will provide one Technical onsite support resources at CPPA premises for full time from start till completion of this agreement.

Note:

- i) *Complete scope of work and services are available in Agreement at Annex D/Lot D*
- ii) *CPPA-G may not opt for clause 1.2 depending upon its need before or during support agreement years.*
- iii) *CPPA-G will not be liable to pay for onsite engineer service when opted not to avail the services.*

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**LOT E: TECHNICAL SPECIFICATIONS- DARK TRACE
(ENTERPRISE IMMUNE SYSTEM & ANTIGINA)**

Sr No.	Description	Quantity	SUBSCRIPTION DURATION
1	Darktrace Enterprise Immune System	1	Annual agreements for three years. Initially for one year agreement starting from 01-May-2024 extendable annually after satisfactory performance evaluation by CPPA at the end of each agreement year.
2	Darktrace Antigena Network License	1	

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**LOT F: TECHNICAL SPECIFICATIONS- INFOBLOX (BLOX
ONE DDI & THREAT DEFENSE ADVANCED**

Sr No.	Description	Quantity	SUBSCRIPTION DURATION
Infoblox Contract # 00128188			
1	Infoblox BloxOne DDI Advanced Software Annual Subscription. (Management & Reporting on Cloud (start date 03-May-2023) SKU:IB-SUB-B1DDI-ADV-IP SKU:IB-SUB-INSTANCE	2	Annual agreements for three years. Initially for one year agreement starting from 03-May-2024 extendable annually after satisfactory performance evaluation by CPPA at the end of each agreement year.
2	BloxOne Threat Defence Advance License. (Grid-Wide Security License). (start date 03-May-2023) SKU:IB-SUB-THREAT-ADV	1	

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LOT G: TECHNICAL SPECIFICATIONS- DYNAMIC APPLICATION SECURITY TESTING (DAST) TOOL AND PENTRATION TESTING

Scope of Work:

In order to meet the requirements of the CPPA, the bidder is expected to provide the following:

1. Licensing and Deployment of Dynamic Application Security Testing/ Web App Vulnerability Assessment Tool
2. Technical Support of Vulnerability Assessment Tool
3. Vulnerability assessment & Penetration services applications

The detailed scope of work is explained below:

1 Licensing and Deployment of DAST/ Web App Vulnerability Assessment Tool

One user license for VAPT Tool through which user can test multiple applications and the proposed tool should have (but not limited to) the following abilities:

- Authenticated Active Scanning

The tool supports the use of authenticated credential login to Web Application to perform vulnerability scanning

- Unauthenticated Active Scanning

The tool supports unauthenticated scans of devices that are performed actively to detect vulnerabilities.

- Passive Scanning
- Active Scanning
- Expose hidden attack surface
- Test for clickjacking attacks
- Web sockets testing
- Faster brute-forcing and fuzzing
- CSRF Exploits
- Facilitate deeper manual testing
- Testing of SQL injection & Cross Site Scripting
- API testing
- Adding custom signatures or extensions
- Out of date components testing
- Technical details
- Risk scores: Vulnerability ranking based on CVE, five severity levels (Critical, High, Medium, Low, Info), customizable severity levels for recasting of risk
- Reporting feature in different formats like pdf, html and excel etc.
- Manual testing mechanism

2 Technical Support of Vulnerability Assessment Tool for one (1) year

The Supplier shall provide effective support to Customers including, but not limited to:

- Providing a responsive account executive (with applicable back-up) assigned to the CPPA to support their needs by providing day-to-day and ongoing administrative support, and operational
- Managing issue resolution in a timely manner
- Complying with agreed upon escalation processes to resolve outstanding issues
- Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day
- Ensuring minimal disruption to the Customer
- Training of two users over the proposed tool

3 Vulnerability assessment & Penetration Services

The Web Assessment services are required which should be done by using Industry Standards and also as per the Open Web Application Security Project (OWASP) methodology to Identify the security vulnerabilities including web application vulnerabilities. The Supplier shall provide vulnerability assessment and penetration testing services including but not limited to the following:

- Conduct web application security assessment
- Conduct Web Application pen testing
- Manual probing of application interfaces
- Authentication process testing
- Automated fuzzing
- Encryption usage testing
- Establishing a manual or automated code review process to identify any sensitive data or security flaws in the code
- Input validation Testing
- Testing application for user session management to see if unauthorized access can be permitted
- Cookie security
- Account Lockout testing
- User session integrity testing
- Etc.

The web application penetration testing services may cover the vulnerabilities listed below at a minimum:

- Injection
- Broken Authentication and Session Management
- Cross Site Scripting (“XSS”)
- Insecure direct object references
- Security misconfiguration
- Sensitive data exposure
- Missing function level access control
- Cross Site Request Forgery (“CSRF”)
- Using components with known vulnerabilities and
- Un validated redirects and forwards

The supplier should deliver a vulnerability assessment report for each application that must include the following details at least, however a detailed template can be finalized with the supplier after awarding of contract:

- Executive summary
- Scope of Service
- Detailed results of identified vulnerabilities
- Detailed explanation of the implications of the identified vulnerabilities, business impact and potential risks
- Detailed steps of immediate mitigation
- Deliver presentation to CPPA in person or remotely.

Bill of Quantity

Sr No.	Description	Quantity	SUBSCRIPTION DURATION
1	Licensing and Deployment of Dynamic Application Security Testing/ Web App Vulnerability Assessment Tool	1	Annual agreements for three years. Initially for one year agreement extendable annually after satisfactory performance evaluation by CPPA at the end of each agreement year.
2	Technical Support of Vulnerability Assessment Tool		
3	Vulnerability assessment & Penetration services		

Note: An agreement will be signed with the supplier after issuance of purchase order



ANNEXURE-A: AFFIDAVIT OF LEGITIMATE BIDDER

Undertaking

We, [**Name and Address of Bidder**], do hereby declare on solemn affirmation that:

- I. We have not been blacklisted from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 3 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that CPPA-G shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We have read CPPA-G's SOP for blacklisting
- VI. We have no objection If being trialed in case of breach of contract
- VII. We have no objection If being trialed in case of forged documents provided to CPPA-G against LOT or which we are participating.
- VIII. We understand that CPPA-G shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at anytime prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the CPPA-G's action, and without thereby incurring any liability to the Bidder and the decision of the CPPA-G shall be final

Dated _____.

BIDDER:

Signature _____

CNIC # _____

Designation _____

Address _____

WITNESSES:

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____



ANNEXURE-B: BID FORMS

Bid-Form: 1 – Letter of Intention

Bid Ref No. {Add Tender No}

Letter of Intention

{Add Date of Technical Bid Opening}

Name of the Contract: *{Add name}*

To: *[Chief Information Officer, CPPA-G, Shaheen Plaza, Blue Area, Islamabad.]*

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods/Services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods/Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid 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 Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per sub-section 2.3 of the bidding documents and have duly provided bid security @ 05% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of **Central Power Purchasing Agency (Guaranty) Ltd (CPPA-G) Islamabad** with our Financial Bid.

Dated this [insert:number] day of [insert:month], [insert:year].

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]



Bid-Form: 2 – Evidence of Eligibility

Name of the Company

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation (To Be Filled by the Procuring Agency)	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
*Column:1	*Column:2	*Column:3	*Column:4
Registration/Incorporation/Business Certificate			
NTN Certificate			
GST Certificate			
On Active Taxpayers List of FBR			
Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, provincial or local or public sector organization/division ministry... (Annexure-A)			
Compliance to Technical Specification for bidding lots			
Compliance to schedule of supplies			
Letter of Authorization from Manufacturer (For All Lots Except Lot D)			
The bidder should be the partner of the quoted brand (For All Lots Except Lot D)			
Company Must have minimum annual turnover at least PKR 05 million in last three years- Income Tax Returns must be attached			
Complete Company profile			
Company Must have Office in Islamabad/Rawalpindi			
Company past experience i.e. Minimum have Three Years' in supplying and installation of Computer Hardware, Software & IT equipment, Services for all lots			
Bid Validity period of 120 days			
Submission of required amount of bid security with Financial Bid			

- * Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank. Bidders are also required to mention the exact page number of relevant document/s placed in the Bid. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

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Bid-Form: 3 – Companies Past Performance

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Assessment Period: (**Minimum Three Years** as per Evaluation Criteria)

Name of the Purchaser/ Institution	Purchase Order No.	Description of Order	Value of Order	Date of Completion	Purchaser's Certificate

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Bid-Form: 4 – Financial Bid Form

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

**Price Schedule
For Lot A**

S.#.	Name of the Item	Unit Price (Without GST)	GST on Unit Price	Unit Price With GST	Qty	Final Total Price (Inclusive of GST)
1	2	3	4	5 = (3+4)	6	7 = (5*6)
Total Price (Inclusive of GST)						

**For Lot B, C, D, E , F & G
Year Wise (1st, 2nd, 3rd) if applicable**

S.#.	Name of the Item	Unit Price (Without GST)	GST on Unit Price	Unit Price With GST	Qty	Final Total Price (Inclusive of GST)
1	2	3	4	5 = (3+4)	6	7 = (5*6)
Total Price (Inclusive of GST)						

User Note:

- i) This form is to be filled by the Bidder for each individual item in every lot and shall submit with the financial bid along dully filled
- ii) All rates quoted shall be inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- iii) All prices are to be quoted in in USD except Lot A & D which is in PKR.

FINAL TOTAL PRICE (in words) Year wise where required:

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----



ANNEXURE-C: GENERAL CONDITIONS OF CONTRACT

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> (a) “The Contract” means the agreement entered into between the Purchaser (CPPA-G) and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations. (c) “The Goods” means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract. (d) “The Services” means those services ancillaries to the supply of the goods, such as transportation of goods up to the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract. (e) “GCC” means the General Conditions of Contract contained in this section. (f) “SCC” means Special Conditions of the Contract. (g) “The Purchaser” means the organization purchasing the Goods, as named in the SCC. (h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract. (i) “The Project Site”, where applicable, mean the place or places named in the SCC. (j) “Day” means calendar day.
2. Application	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
3. Standards	<p>3.1 The Goods supplied under this Contract against the “Purchase Order”, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.</p>
4. Inspections and Tests	<p>4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>4.4 The Purchaser’s right to inspect, test and, where necessary, reject the Goods after</p>

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	<p>the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
5. Packing	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.</p>
6. Delivery and Documents	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.</p>
7. Transportation	<p>7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
8. Warranty	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's 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 the country of final destination.</p> <p>8.2 This OEM warranty shall remain valid for one/three year(s), respectively, 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.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 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 Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.</p>
9. Payment	<p>9.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the</p>

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	<p>Contract.</p> <p>9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier complete in all respects.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
10. Prices	10.1 Prices charged by the Supplier for Goods delivered and 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 Purchaser's request for bid validity extension, as the case may be.
11. Change Orders	<p>11.1 The Purchaser may at any time, by a written order given to Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of packing; (c) the place of delivery. <p>11.2 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) working days from the date of the Supplier's receipt of the Purchaser's change order.</p>
12. Contract Amendments	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13. Assignment	13.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.
14. Delays in the Supplier's Performance	<p>14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>14.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing 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 Purchaser 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.</p> <p>14.3 Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.</p>
15. Liquidated Damages	15.1 Subject to GCC Clause 17, 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 Purchaser 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 percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.
16. Termination for Default	<p>16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time

	<p>to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p> <p>16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser 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 Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
17. Force Majeure	<p>17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
18. Resolution of Disputes	<p>18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.</p>
19. Governing Language	<p>19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
20. Applicable Law	<p>20.1 The Contract shall be interpreted in accordance with the laws of the country.</p>
21. Notices	<p>21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.</p>

	21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
22. Taxes and Duties	22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**ANNEXURE-D/LOT B: AGREEMENT FOR THE OEM BASED MAINTENANCE
RENEWAL OF SOLARWINDS NETWORK PERFORMANCE MONITOR FOR
(100 NODES).**

**Agreement for the OEM Based Maintenance renewal
for SolarWinds Network Performance Monitor for
(100 Nodes) (Annual agreements for three years.
Initially for one year agreement extendable annually
after satisfactory performance evaluation by CPPA
at the end of each agreement year.)**

**Between
Central Power Purchasing Agency Guarantee Limited
(CPPA-G)**

&

M/S Successful Bidder

Dated:

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1. THE PARTIES

Contractor = **M/S SUCCESSFULL BIDDER**

Central Power Purchasing Agency (Guarantee) Limited = (the “CPPA-G”)

2. BACKGROUND

The Central Power Purchasing Agency (Guarantee) Limited (hereinafter referred to as the “CPPA-G”) invited sealed quotations under the Single Stage – Two Envelope method (i.e. with technical and financial bids submitted separately) from the potential bidders for the provision of **OEM Based Maintenance Renewal for SolarWinds Network Performance Monitor for (100 Nodes) (One Year On Site Support)**. Pursuant to the tender No. **CPPA-G/ _____**, dated _____, wherein the tender was won by **M/S SUCCESSFULL BIDDER** (hereinafter referred to as the “Contractor”).

3. SCOPE OF WORK

3.1) As a consequence of the successful Contractor of the tender, this Agreement is executed *inter se* the Parties for the **OEM Based Maintenance Renewal for SolarWinds Network Performance Monitor for (100 Nodes) (One Year On Site Support. Renewal for 3 years)** of the CPPA-G, Islamabad by the Contractor with the full understanding and realization of the Scope of Work (detailed in Annexure: VII). Products / services which are not specifically requested in this Agreement or the annexures thereto but which are necessary to provide for the efficacious functional capabilities proposed by the Contractor through its bid shall also be included therein and shall be read into this Agreement by the Parties.

3.2) The Contractor is responsible for ensuring the completion of all the tasks delineated in the Scope of Work (hereinafter, the “Project”).

4. PAYMENTS & TAXES

4.1) The Contractor shall be entitled to payments by CPPA for the fulfillment of the Scope of Work, in accordance with Annexure: VIII. It is agreed and understood by the Contractor that liquidated damages shall be applicable for any delays in the fulfillment of the Scope of Work, and the Parties agree that any liquidated damages imposed under this Agreement are not a penalty but are a genuine pre-estimate of any losses incurred as a result of such delay(s).

4.2) The quoted unit prices and the total price (inclusive of all taxes and duties where applicable) shall be as per the price schedule in accordance with the bidding document(s), with delivery effected at the designated location(s) at CPPA-G, Islamabad specified in the purchase order. CPPA-G reserves the right to increase / decrease the Scope of Work by up to fifteen percent (15%) at the time of the award / during the currency of this Agreement. No request for an increase in price(s) due to market fluctuation in the cost of goods and services shall be entertained.

4.3) If there is no mention of taxes, the offered / quoted price shall be considered to be

inclusive of all prevailing and applicable taxes / duties. The Contractor shall be responsible for raising an invoice(s) separately for all new taxes, if any, levied by the Government until the completion of term of this Agreement. Any benefit of exemption from or reduction in any prevailing and applicable taxes and duties shall be passed on to CPPA-G.

5. PERFORMANCE CERTIFICATE

The performance certificate shall be issued by Chief Information Officer CPPA-G or his duly authorized representative after the satisfactory completion of each year of the Project. The Contractor shall apply for the Performance Certificate at least thirty (30) days prior to the planned completion of the given year of the Project and shall submit a report of the progress to date specifically detailing the progress made in the given year of the Project.

6. PERFORMANCE SECURITY AND FORFEITURE THEREOF

6.1) The Contractor submitted a Performance Security valid for a period until the completion of Contract upon the receipt of the last consignment, equal to five percent (5%) of the total value (inclusive of GST) of the Project. For avoidance of doubt, the Performance Security shall only be returned after the successful completion of the Project.

6.2) CPPA-G shall have the right to call upon the Performance Security, and the Contractor agrees to forfeit the Performance Security:

- i) if the Contractor fails to supply the goods / services specified in the Scope of Work within the time specified
- ii) if the Contractor commits any breach of this Agreement
- iii) For other reasons for forfeiting the Performance Security specified in the award letter issued by CPPA-G.

6.3) If the forfeiture of the security deposit does not adequately compensate CPPA-G for any loss(es) incurred due to the non-delivery of goods / services or breach of this Agreement or for any other reasons including unfair practice(s) or misrepresentation, CPPA-G reserves the right to avail any or all remedies or actions available to it under the law.

7. RESOLUTION OF DISPUTES

In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan.

8. CORRUPTION AND FRAUD

Indulgence in corrupt and fraudulent practices is liable to result in the termination of this Agreement, the calling upon of the Performance Security by CPPA-G, and the debarring and blacklisting of the Contractor for a stated or indefinite period of time. CPPA-G also reserves

the right to avail any or all remedies or actions available to it under the law.

9. VALIDITY & RENEWAL

9.1) The duration of the Agreement will initially be one (1) Agreement year, extendable for a period of one (1) Agreement year per extension, for a maximum of three (3) Agreement years, which period shall start from the Renewal of support services at the Solar Wind Customer portal. Any extension of the duration of this Agreement shall be based on the same terms and conditions, subject to satisfactory performance by M/S SUCCESSFULL BIDDER as prescribed by CPPA-G.

9.2) Subject to clause 9.1 of The Agreement, if M/S SUCCESSFULL BIDDER is able to achieve a Satisfactory Annual Performance Certificate from the Chief Information Officer of CPPA-G (the "CIO, CPPA-G") or his duly authorized representative at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year.

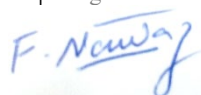
10. GOVERNING LAW OF THE AGREEMENT

This Agreement shall be governed by the Laws of Pakistan, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties through their respective representatives who are duly authorized hereto have signed and agreed to this Agreement, all terms and conditions of purchase order no. CPPA-G/_____ and the Annexures: VII & VIII thereto which form an integral part of this Agreement as of the date first written below.

CPPA-G	<u>M/S SUCCESSFULL BIDDER</u>
Name:	Name:
Title:	Title:
Signature & Seal	Signature & Seal:
Date:	Date:

Witnesses



<i>Name:</i>	<i>Name:</i>
<i>Address:</i>	<i>Address:</i>
<i>CNIC:</i>	<i>CNIC:</i>
<i>Designation:</i>	<i>Designation:</i>
<i>Signature & Seal</i>	<i>Signature & Seal:</i>
<i>Date:</i>	<i>Date:</i>

Annexure: VII

1. SCOPE OF WORK

M/S SUCCESSFULL BIDDER (the “Contractor”) will provide the **OEM Based Maintenance Renewal for SolarWinds Network Performance Monitor for (100 Nodes) (One Year On Site Support_Renewable for 3 years)** at the CPPA-G Islamabad as per below.

SOFTWARE MAINTENANCE RENEWAL					
S. No.	ITEM	Contract ID	Est. QTY	Agreement Years	Price Currency
1	OEM Based Maintenance renewal of SolarWinds Network Performance Monitor for (100 Nodes) (One Year On Site Support_Renewable for 3 years)	SW22623195	1	As per clause 9 of this agreement	USD

2. POC AND ESCALATION MATRIX

The Contractor shall provide the information required, including the Escalation Matrix, as per the tables below. In case there is any change during the tenure of this Agreement, the Contractor shall provide the details of the same to CPPA-G without delay.

Support Contact			
Support	Name	Contact No	Email Address
First Level Support			
Second Level Support			

Escalation Matrix			
Escalation Level	Name	Contact No	Email Address
First Level Escalation			
Second Level Escalation			

Helpdesk	
UAN	
Tel	

F. Nawaz

Email	
Address	

3. PROBLEM CLASSES

Depending on the effect of a problem, following are the defined three Problem Classes:

- 3.1 **Critical Problem** – A problem that is critical in nature to the operations of the system and therefore requires immediate reaction. This includes *inter alia* issues such as the Complete loss of Service.
- 3.2 **Major Problem** – A problem that seriously influences the performance, the operation, and maintenance of the System and therefore requires prompt reaction. The priority of Major Problems is lower than that of Critical Problems, as there are often less immediate effects on system performance, technical operations, and on the End Users. This may include *inter alia* performance degradation, system response times, and issue major category alarms.
- 3.3 **Minor Problem** – A problem which does not significantly affect the function of the System and does not influence the System and service quality essentially. A Minor Problem may be tolerated during operation, though the Contractor shall address any and all extant Minor Problems once it has addressed any and all Critical and Major Problems respectively.

4. RESPONSE TIME(S)

No.	Service Item	Description
1	Help Desk	Available 24 hours a day, 7 days a week.
2	Physical & Remote troubleshooting	<ul style="list-style-type: none"> • Available 24 hours a day, 7 days a week; • For Priority Critical, to respond within 30 minutes; • For Priority Major, to respond within 60 minutes; • For Priority Minor, to respond within 3 hours.

5. RESOLUTION TIME(S)

CPPA-G will designate the CPPA-G Point of Contact (the “POC”) and will determine the Priorities to be notified by the POC to the Contractor. The POC will requisition replies / updates from the Contractor on any outstanding Problems as and when required by CPPA-G. The resolution time for each severity is as below:

No.	Problem Severity	Resolution Time
1	Critical Problem	24 Hours
2	Major Problem	48 Hours
3	Minor Problem	72 Hours

6. IMPLEMENTATION/ONSITE SUPPORT SERVICE FEATURES:

- 6.1. The Contractor shall provide unlimited corrective maintenance twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including on public holidays.
- 6.2. The response times for the resolution of Problems shall be as provided in clause 4 of this Annexure: VII upon receipt of notice thereof by the Support Contact of the Contractor as per clause 2 of this Annexure: VII.
- 6.3. The Contractor shall conduct Preventive Maintenance on a quarterly basis and submit a report on the same to CPPA-G with recommendations (if required).
- 6.4. The Contractor shall ensure that any and all Defective System(s) will be rendered fully functional and operational in the Resolution Time(s) provided hereinabove at clause 5 of this Annexure: VII as per their respective Problem Severity Level. Noncompliance by the Contractor of this obligation shall lead to the imposition of liquidated damages by CPPA-G upon the Contractor as per this Agreement and clause 6.5 of this Annexure: VII.
- 6.5. In event of non-performance by the Contractor of any of its obligations under this Agreement or the Annexures thereto, CPPA-G shall be entitled to deduct one half of one percent (0.5%) of the total value of the total value (inclusive of GST) of the Project on a daily basis from the Performance Security. CPPA-G further reserves the right to avail any or all remedies or actions available to it under the law
- 6.6. Any liquidated damages imposed under this Agreement shall be capped at an amount of five percent (5%) of the total value (inclusive of GST) of the Project per year. This clause shall not prevent CPPA-G from imposing liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.

- 6.7. CPPA-G shall ensure that Personal designated by the Contractor is provided timely access to the resources required. The time keeping conducted by the CPPA-G Coordinator shall be consider as final.
- 6.8. Following the occurrence of any Problem the Contractor shall submit a detailed Root Cause Analysis to CPPA-G, along with its recommendations on how to prevent the reoccurrence of such Problem.
- 6.9. Following the occurrence and subsequent resolution of a Problem, the Contractor shall log and conduct all preventive measure(s) to be taken in order to prevent the reoccurrence of such Problem.
- 6.10. During the agreement period, the Contractor shall be responsible for the installation of Configuration Management Software, Server Operating System, configuration of Virtualization software, routers, switches, firewalls, SAN configuration and providing training to those CPPA-G personnel so designated by CPPA-G for the efficient configuration, operation, and management of the same.
- 6.11. This Agreement shall also apply to software / OS / firmware upgrades, and the Contractor shall be responsible for the same. To this end the Contractor shall provide in advance an appropriate plan and rollback(s) for such upgrades, and any outages / disruption(s) caused by said upgrades shall require the prior approval of CPPA-G.
- 6.12. In the event that CPPA-G is dissatisfied with the support services of the technician(s), engineer(s), and / or other staff assigned certain responsibilities under this Agreement by the Contractor, CPPA-G has the right to submit a written complaint to the Contractor, detailing the cause of such dissatisfaction with the Contractor's personnel's performance and requiring the replacement of such personnel.
- 6.13. This Agreement shall also apply to One Year Maintenance support renewal along With One Year On Site Support for SolarWinds Network Performance Monitor for (100 Nodes)
- 6.14. Provision of 1 Year Support (Maximum 3 years) backed up by Principal as an authorized partner for Central Power Purchasing Company (CPPA).
- 6.15. Provision of
 - Regular automation
 - Troubleshooting fixes & software release upgrades.
 - On call & onsite support of local vendor.
 - On-site (Principal backed) support for patches, upgrades and configurations etc.
- 6.16. Track and Record of all the issues and case submitted by the team for CPPA.

7. VARIATIONS IN EQUIPMENT

During the tenure of this Agreement, and any subsequent extensions thereto, there may be addition or deletion of licenses/hardware and / or Systems to the list of Systems / equipment

/ parts. Accordingly, adjustments will be made to the overall value of the Project. The total variation in the valuation of the Project is capped at a maximum of fifteen percent (15%) of the initial value of the Project.

8. Technical Reports

The Contractor will provide all maintenance reports performed, including the routine preventive maintenance practices and fault reports, as required by CPPA-G and shared between CPPA-G’s technical team and the Contractor’s service teams as necessary. Reports required by CPPA-G’s management regarding the status of the system and any issues relating thereto will be provided by the Contractor as and when required.

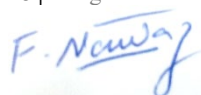
Annexure: VIII

1. FIXED PAYMENT FORM

First Agreement Year	
ITEM	Price per Year (USD)
OEM Based Maintenance renewal of SolarWinds Network Performance Monitor for (100 Nodes) (One Year On Site Support)	_____
Second Agreement Year	
ITEM	Price per Year (USD)
Renewal and onsite support of SolarWinds Network Performance Monitor for (100 Nodes) (One Year On Site Support)	_____
Third Agreement Year	
ITEM	Price per Year (USD)
Renewal and onsite support of SolarWinds Network Performance Monitor for (100 Nodes) (One Year On Site Support)	_____

Notes:

- i) All rates are inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- ii) All prices are in USD.
- iii) The annual unit price without GST in USD shall remain firm and final and shall not subject to any escalation during three contractual years.



SPECIAL CONDITIONS

- i) M/S SUCCESSFULL BIDDER shall be responsible for completing the task(s) prescribed in the work order in accordance with the methodology and in the time period as specified in the Agreement. Should M/S SUCCESSFULL BIDDER fail to do so it shall be liable for liquidated damages as per the Agreement.
- ii) M/S SUCCESSFULL BIDDER shall be responsible for all expenses for service and delivery and for any other software, license utility software, third party tool etc. required for the delivery of service(s) under the Agreement.

2. TERMS OF PAYMENT

Payment of the Supply/Renewal, implementation, training and onsite support of SolarWinds Network Performance Monitor for (100 Nodes), will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Currency of Invoice should be PKR
- ii) The rate of exchange (USD to PKR) shall be the selling rate, prevailing on the date of invoice as notified by the State Bank of Pakistan on that day
- iii) Invoice duly verified by the CPPA-G representative having NTN/GST No of both CPPA-G and M/S SUCCESSFULL BIDDER printed on it.
- iv) Inspection/ Verification/ (Satisfactory Performance for 2nd & 3rd Agreement Year) Report issued by CPPA-G.
- v) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vi) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal
- vii) In case sale tax is revised by government of Pakistan during three agreement years price inclusive of GST will be revised accordingly.

3. LIQUIDATED DAMAGES

If any issue / problem has not been resolved as per the Resolution Time(s) specified in this Agreement, and such delay in resolution is attributable to the Contractor, the Contractor shall be liable for liquidated damages under this Agreement as per the following:

- 3.1.** In event of the Contractor's failure to perform its obligations under this Agreement one half of one percent (0.5%) of the total value of the Project (inclusive of GST) will be deducted as liquidated damages on a daily basis from the Performance Security submitted by the Contractor and CPPA-G and the Contractor agree that such liquidated damages are not a penalty and represent a fair estimate without precision of the amount of damages that might be incurred by CPPA-G as a result of the Contractor's failure.
- 3.2.** Any liquidated damages imposed and corresponding deductions made to the Performance Security shall be capped at a maximum of five percent (5%) of the total value of the Project (inclusive of GST). Provided that CPPA-G reserves the right to impose any liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.

**ANNEXURE-D/LOT C: AGREEMENT FOR THE NEW ADDITIONAL 100
CLIENTS OF SYMANTEC ANTIVIRUS ENDPOINT PROTECTION LICENSES &
RENEWAL OF EXISTING 200 SYMANTEC ANTIVIRUS ENDPOINT
PROTECTION CLIENT LICENSES.**

**Agreement for the new additional 100 clients of
Symantec antivirus endpoint protection licenses &
renewal of existing 200 Symantec antivirus endpoint
protection client licenses.**

**Between
Central Power Purchasing Agency Guarantee Limited
(CPPA-G)**

&

M/S SUCCESSFULL BIDDER

Dated:

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1. THE PARTIES

Contractor = **M/S SUCCESSFULL BIDDER**

Central Power Purchasing Agency (Guarantee) Limited = (the “CPPA-G”)

2. BACKGROUND

The Central Power Purchasing Agency (Guarantee) Limited (hereinafter referred to as the “CPPA-G”) invited sealed quotations under the Single Stage – Two Envelope method (i.e. with technical and financial bids submitted separately) from the potential bidders for the provision of new additional 100 clients of Symantec antivirus endpoint protection licenses & renewal of existing 200 Symantec antivirus endpoint protection client licenses. Pursuant to the Tender No. CPPA-G/, dated _____, wherein the tender was won by M/S SUCCESSFULL BIDDER (hereinafter referred to as the “Contractor”).

3. SCOPE OF WORK

3.1) As a consequence of the successful Contractor of the tender, this Agreement is executed *inter se* the Parties for the provision of new additional 100 clients of Symantec antivirus endpoint protection licenses & renewal of existing 200 Symantec antivirus endpoint protection client licenses of the CPPA-G, Islamabad by the Contractor with the full understanding and realization of the Scope of Work (detailed in Annexure: V). Products / services which are not specifically requested in this Agreement or the annexures thereto but which are necessary to provide for the efficacious functional capabilities proposed by the Contractor through its bid shall also be included therein and shall be read into this Agreement by the Parties.

3.2) The Contractor is responsible for ensuring the completion of all the tasks delineated in the Scope of Work (hereinafter, the “Project”).

4. PAYMENTS & TAXES

4.1) The Contractor shall be entitled to payments by CPPA for the fulfillment of the Scope of Work, in accordance with Annexure: VI. It is agreed and understood by the Contractor that liquidated damages shall be applicable for any delays in the fulfillment of the Scope of Work, and the Parties agree that any liquidated damages imposed under this Agreement are not a penalty but are a genuine pre-estimate of any losses incurred as a result of such delay(s).

4.2) The quoted unit prices and the total price (inclusive of all taxes and duties where applicable) shall be as per the price schedule in accordance with the bidding document(s), with delivery effected at the designated location(s) at CPPA-G, Islamabad specified in the purchase order. CPPA-G reserves the right to increase / decrease the Scope of Work by up to fifteen percent (15%) at the time of the award / during the currency of this Agreement. No request for an increase in price(s) due to market fluctuation in the cost of goods and services shall be entertained.

4.3) If there is no mention of taxes, the offered / quoted price shall be considered to be

inclusive of all prevailing and applicable taxes / duties. The Contractor shall be responsible for raising an invoice(s) separately for all new taxes, if any, levied by the Government until the completion of term of this Agreement. Any benefit of exemption from or reduction in any prevailing and applicable taxes and duties shall be passed on to CPPA-G.

5. PERFORMANCE CERTIFICATE

The performance certificate shall be issued by the Chief Information Officer or his duly authorized representative after the satisfactory completion of each year of the Project. The Contractor shall apply for the Performance Certificate at least thirty (30) days prior to the planned completion of the given year of the Project and shall submit a report of the progress to date specifically detailing the progress made in the given year of the Project.

6. PERFORMANCE SECURITY AND FORFEITURE THEREOF

6.1) The Contractor submitted a Performance Security valid for a period until the completion of Contract upon the receipt of the last consignment, equal to five percent (5%) of the total value (inclusive of GST) of the Project for agreement year. For avoidance of doubt, the Performance Security shall only be returned after the successful completion of the Project.

6.2) CPPA-G shall have the right to call upon the Performance Security, and the Contractor agrees to forfeit the Performance Security:

- i. if the Contractor fails to supply the goods / services specified in the Scope of Work within the time specified
- ii. if the Contractor commits any breach of this Agreement
- iii. For other reasons for forfeiting the Performance Security specified in the award letter issued by CPPA-G.

6.4) If the forfeiture of the security deposit does not adequately compensate CPPA-G for any loss(es) incurred due to the non-delivery of goods / services or breach of this Agreement or for any other reasons including unfair practice(s) or misrepresentation, CPPA-G reserves the right to avail any or all remedies or actions available to it under the law.

7. RESOLUTION OF DISPUTES

In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan.

8. CORRUPTION AND FRAUD

Indulgence in corrupt and fraudulent practices is liable to result in the termination of this Agreement, the calling upon of the Performance Security by CPPA-G, and the debarring and blacklisting of the Contractor for a stated or indefinite period of time. CPPA-G also reserves

the right to avail any or all remedies or actions available to it under the law.

9. VALIDITY & RENEWAL

9.1) The Agreement is intended for a maximum period of three (3) years.

9.2) The duration of this Agreement will initially be one (1) Agreement year, extendable for a period of one (1) Agreement year per extension, for a maximum of three (3) Agreement years, which period shall start from the renewal of licenses/support. Any extension of the duration of this Agreement shall be based on the same terms and conditions, subject to satisfactory performance by the Contractor as prescribed by CPPA-G.

9.3) Subject to clause 9.2 of this Agreement, if the Contractor is able to achieve a Satisfactory Annual Performance Certificate from the Chief Information Officer of CPPA-G (the "CIO, CPPA-G") or his duly authorized representative at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year.

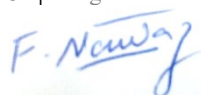
10. GOVERNING LAW OF THE AGREEMENT

This Agreement shall be governed by the Laws of Pakistan, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties through their respective representatives who are duly authorized hereto have signed and agreed to this Agreement, all terms and conditions of purchase order no. CPPA-G/_____ and the Annexures: V & VI thereto which form an integral part of this Agreement as of the date first written below.

CPPA-G	<u>M/S SUCCESSFULL BIDDER</u>
<i>Name:</i>	<i>Name:</i>
<i>Title:</i>	<i>Title:</i>
<i>Signature & Seal</i>	<i>Signature & Seal:</i>
<i>Date:</i>	<i>Date:</i>

Witnesses



<i>Name:</i>	<i>Name:</i>
<i>Address:</i>	<i>Address:</i>
<i>CNIC:</i>	<i>CNIC:</i>
<i>Designation:</i>	<i>Designation:</i>
<i>Signature & Seal</i>	<i>Signature & Seal:</i>
<i>Date:</i>	<i>Date:</i>

Annexure: V

1. SCOPE OF WORK

M/S SUCCESSFULL BIDDER_(the “Contractor”) will provide New additional 100 clients of Symantec antivirus endpoint protection licenses & renewal of existing 200 Symantec antivirus endpoint protection client licenses with On Site Support at the CPPA-G Islamabad as per below BOQ.

Renewal of Symantec Antivirus Endpoint Protection licenses with On Site Support					
S. No.	ITEM	DESCRIPTION	Est. QTY	Agreement Years	Price Currency
1	Symantec Antivirus Endpoint Protection	New additional 100 clients of Symantec antivirus endpoint protection licenses & renewal of existing 200 Symantec antivirus endpoint protection client licenses. Start date 12 th May, 2024. Existing Contract # B8000331897 / 51414166	Existing 200 Clients +100 New Additional Clients	As per clause 9 of this agreement	USD

2. POC AND ESCALATION MATRIX

The Contractor’s Escalation Matrix is as per the tables below. In case there is any change during the tenure of this Agreement, the Contractor shall provide the details of the same to CPPA-G without delay.

Support Contact			
Support	Name	Contact No	Email Address
First Level Support			
Second Level Support			

Escalation Matrix			
Escalation Level	Name	Contact No	Email Address
First Level Escalation			
Second Level Escalation			

Helpdesk	
UAN	
Tel	
Email	

F. Nawaz

3. PROBLEM CLASSES

Depending on the effect of a problem, following are the defined three Problem Classes:

- 3.1 **Critical Problem** – A problem that is critical in nature to the operations of the system and therefore requires immediate reaction. This includes *inter alia* issues such as the Complete loss of Service.

- 3.2 **Major Problem** – A problem that seriously influences the performance, the operation, and maintenance of the System and therefore requires prompt reaction. The priority of Major Problems is lower than that of Critical Problems, as there are often less immediate effects on system performance, technical operations, and on the End Users. This may include *inter alia* performance degradation, system response times, and issue major category alarms.

- 3.3 **Minor Problem** – A problem which does not significantly affect the function of the System and does not influence the System and service quality essentially. A Minor Problem may be tolerated during operation, though the Contractor shall address any and all extant Minor Problems once it has addressed any and all Critical and Major Problems respectively.

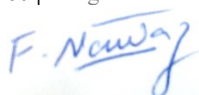
4. RESPONSE TIME(S)

No.	Service Item	Description
1	Help Desk	Available 24 hours a day, 7 days a week
2	Physical & Remote troubleshooting	<ul style="list-style-type: none"> Available 24 hours a day, 7 days a week; For Priority Critical, to respond within 30 minutes; For Priority Major, to respond within 60 minutes; For Priority Minor, to respond within 3 hours.

5. RESOLUTION TIME(S)

CPPA-G will designate the CPPA-G Point of Contact (the “POC”) and will determine the Priorities to be notified by the POC to the Contractor. The POC will requisition replies / updates from the Contractor on any outstanding Problems as and when required by CPPA-G. The resolution time for each severity is as below:

No.	Problem Severity	Resolution Time
1	Critical Problem	24 Hours



2	Major Problem	48 Hours
3	Minor Problem	72 Hours

6. SLA ONSITE SUPPORT SERVICE FEATURES:

- 6.1. The Contractor shall provide unlimited corrective maintenance twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including on public holidays.
- 6.2. The response times for the resolution of Problems shall be as provided in clause 4 of this Annexure: V upon receipt of notice thereof by the Support Contact of the Contractor as per clause 2 of this Annexure: V.
- 6.3. The resolution time for the repair or replacement of maintenance parts shall be according to the Problem Severity as delineated in clause 5 of this Annexure: V.
- 6.4. The Contractor shall conduct Preventive Maintenance on a quarterly basis and submit a report on the same to CPPA-G with recommendations (if required).
- 6.5. The Contractor shall ensure that any and all Defective System(s) will be rendered fully functional and operational in the Resolution Time(s) provided hereinabove at clause 5 of this Annexure: V as per their respective Problem Severity Level. Noncompliance by the Contractor of this obligation shall lead to the imposition of liquidated damages by CPPA-G upon the Contractor as per this Agreement and clause 6.6 of this Annexure: V.
- 6.6. In event of non-performance by the Contractor of any of its obligations under this Agreement or the Annexures thereto, CPPA-G shall be entitled to deduct one half of one percent (0.5%) of the total value of the total value (inclusive of GST) of the Project on a daily basis from the Performance Security. CPPA-G further reserves the right to avail any or all remedies or actions available to it under the law
- 6.7. Any liquidated damages imposed under this Agreement shall be capped at an amount of five percent (5%) of the total value (inclusive of GST) of the Project per year. This clause shall not prevent CPPA-G from imposing liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.
- 6.8. CPPA-G shall ensure that Personnel designated by the Contractor is provided timely access to the resources required. The time keeping conducted by the CPPA-G Coordinator shall be consider as final.
- 6.9. Following the occurrence of any Problem the Contractor shall submit a detailed Root Cause Analysis to CPPA-G, along with its recommendations on how to prevent the reoccurrence of such Problem.
- 6.10. Following the occurrence and subsequent resolution of a Problem, the Contractor shall log and conduct all preventive measure(s) to be taken in order to prevent the reoccurrence of such Problem.
- 6.11. During the agreement period, the Contractor shall be responsible for the installation of Configuration Management Software, Server Operating System, configuration of Virtualization software and providing training to those CPPA-G personnel so

designated by CPPA-G for the efficient configuration, operation, and management of the same.

6.12. This Agreement shall also apply to software / OS / firmware upgrades, and the Contractor shall be responsible for the same. To this end the Contractor shall provide in advance an appropriate plan and rollback(s) for such upgrades, and any outages / disruption(s) caused by said upgrades shall require the prior approval of CPPA-G.

6.13. In the event that CPPA-G is dissatisfied with the support services of the technician(s), engineer(s), and / or other staff assigned certain responsibilities under this Agreement by the Contractor, CPPA-G has the right to submit a written complaint to the Contractor, detailing the cause of such dissatisfaction with the Contractor's personnel's performance and requiring the replacement of such personnel.

6.14. Provision of 1 Year Support (Maximum 3 years) backed up by Principal as an authorized partner for Central Power Purchasing Company (CPPA).

6.17. Provision of

- Regular automation
- Troubleshooting fixes & software release upgrades.
- On call & onsite support of local vendor.
- On-site (Principal backed) support for patches, upgrades and configurations etc.

6.18. Track and Record of all the issues and case submitted by the team for CPPA.

7. VARIATIONS IN EQUIPMENT

During the tenure of this Agreement, and any subsequent extensions thereto, there may be addition or deletion of licenses. Accordingly, adjustments will be made to the overall value of the Project. The total variation in the valuation of the Project is capped at a maximum of fifteen percent (15%) of the initial value of the Project.

8. Technical Reports

The Contractor will provide all maintenance reports performed, including the routine preventive maintenance practices and fault reports, as required by CPPA-G and shared between CPPA-G's technical team and the Contractor's service teams as necessary. Reports required by CPPA-G's management regarding the status of the system and any issues relating thereto will be provided by the Contractor as and when required.

Annexure: VI

1. FIXED PAYMENT FORM

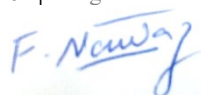
First Agreement Year	
ITEM	Price per Year (USD)
New additional 100 clients of Symantec antivirus endpoint protection licenses	_____
Renewal of existing 200 Symantec antivirus endpoint protection client licenses for 1 year	_____
Second Agreement Year	
ITEM	Price per Year (USD)
Renewal of additional 100 clients of Symantec antivirus endpoint protection licenses	_____
Renewal of 200 Symantec antivirus endpoint protection client licenses for 1 year.	_____
Third Agreement Year	
ITEM	Price per Year (USD)
Renewal of additional 100 clients of Symantec antivirus endpoint protection licenses	_____
Renewal of 200 Symantec antivirus endpoint protection client licenses for 1 year.	_____

Notes:

- iv) All rates are inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- v) All prices are in USD.
- vi) The annual unit price without GST in USD shall remain firm and final and shall not subject to any escalation during three contractual years.

SPECIAL CONDITIONS

- i) M/S SUCCESSFULL BIDDER shall be responsible for completing the task(s) prescribed in the work order in accordance with the methodology and in the time period as specified in this Agreement. Should M/S SUCCESSFULL BIDDER fail to do so it shall be liable for liquidated damages as per the Agreement.



- ii) M/S SUCCESSFULL BIDDER shall be responsible for all expenses for service and delivery and for any other software, license utility software, third party tool etc. required for the delivery of service(s) under the Agreement.

1. TERMS OF PAYMENT

Payment of the Renewal of Licenses/Support Services etc. will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- viii) Currency of Invoice should be PKR
- ix) The rate of exchange (USD to PKR) shall be the selling rate, prevailing on the date of invoice as notified by the State Bank of Pakistan on that day
- x) Invoice duly verified by the CPPA-G representative having NTN/GST No of both CPPA-G and M/S SUCCESSFULL BIDDER printed on it.
- xi) Inspection/ Verification/ (Satisfactory Performance for 2nd & 3rd Agreement Year) Report issued by CPPA-G.
- xii) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- xiii) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal
- xiv) In case sale tax is revised by government of Pakistan during three agreement years price inclusive of GST will be revised accordingly.

2. LIQUIDATED DAMAGES

If any issue / problem has not been resolved as per the Resolution Time(s) specified in this Agreement, and such delay in resolution is attributable to the Contractor, the Contractor shall be liable for liquidated damages under this Agreement as per the following:

- 2.1.** In event of the Contractor's failure to perform its obligations under this Agreement one half of one percent (0.5%) of the total value of the Project (inclusive of GST) will be deducted as liquidated damages on a daily basis from the Performance Security submitted by the Contractor and CPPA-G and the Contractor agree that such liquidated damages are not a penalty and represent a fair estimate without precision of the amount of damages that might be incurred by CPPA-G as a result of the Contractor's failure.

- 2.2.** Any liquidated damages imposed and corresponding deductions made to the Performance Security shall be capped at a maximum of five percent (5%) of the total value of the Project (inclusive of GST). Provided that CPPA-G reserves the right to impose any liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.

**ANNEXURE-D/LOT D: AGREEMENT FOR THE MAINTENANCE & SUPPORT
SERVICES FOR IT INFRASTRUCTURE - DATA CENTRE SITE
FACILITIES (WITH PARTS)**

**Agreement for the
Maintenance & Support Services for IT
Infrastructure - Data Centre Site Facilities (with
parts)**

**Between
Central Power Purchasing Agency Guarantee Limited
(CPPA-G)**

&

M/S SUCCESSFULL BIDDER

Dated:

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1. THE PARTIES

Contractor= M/S SUCCESSFULL BIDDER

Central Power Purchasing Agency (Guarantee) Limited= (CPPA-G)

2. BACKGROUND

The CPPA-G invited sealed quotations under Single Stage - two envelop (i.e. technical and financial bids separately) from the potential companies for the **Maintenance & Support Services for IT Infrastructure - Data Centre Facilities (with parts)**. Pursuant to the tender No. CPPA-G/_____, dated _____, wherein tender has been successfully won by M/s SUCCESSFULL BIDDER (hereinafter referred to as the “Contractor”).

3. SCOPE OF WORK

This Agreement is for the services for maintaining the IT Infrastructure - Data Center facility of CPPA, Islamabad by the Contractor with full understanding of the Scope of Work (Annex-I). The products/services which are not specifically requested in the agreement, but which are necessary to provide the efficacious functional capabilities proposed by the Contractor through his bid shall be included.

4. PAYMENTS & TAXES

- i) The Contractor shall be entitled to payments by CPPA for the fulfillment of Scope of Work and subject to the issuance of satisfactory performance certificate in accordance to Annex-II. It is agreed and understood by the Contractor that liquidated damages shall be applicable for delays which is a genuine pre-estimate of loss.
- ii) The quoted unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, as per the bidding document, with delivery at designated location(s) at CPPA-G, Islamabad mentioned in purchase order. CPPA-G reserves the right to increase/decrease the scope up to 15% at the time of award/during the currency of contract. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- iii) If there is no mention of taxes, offered/quoted price shall be considered as inclusive of all prevailing taxes/duties. The bidder shall be responsible to raise invoice separately for all new taxes, if any, levied by Government until completion of the contract. The benefit of exemption from or reduction in the taxes and duties shall be passed on to CPPA-G.

5. PERFORMANCE CERTIFICATE

Performance certificate shall be issued by Chief Information Officer-CPPA-G or his authorized representative after the satisfactory completion of each year of the project. The Contractor shall apply for the Performance Certificate at least thirty (30) days prior to the planned completion of the given phase of the project along-with a report of progress.

6. FORFEITURE OF SECURITY/GUARANTEE (PERFORMANCE BOND)

the Contractor has submitted a performance security in the shape of Bank Draft/Bank Guarantee from a schedule bank of Pakistan on the prescribed form valid for till the completion of project from the receipt of last consignment, equal to 05% of the total value (inclusive GST). For avoidance of doubt, the Performance Security shall only be returned after the successful completion of the contract.

a) CPPA-G shall have the right to forfeit the security Bond/Guarantee (performance bond) If the Contractor:

- i) fails to supply the goods/services within the time specified;
- ii) Commits any breach of contract;

b) For other reasons specified in the award letter by CPPA-G for forfeiting the security deposit.

c) If the forfeiture of the security deposit does not compensate CPPA-G for losses suffered due to non-delivery or breach of contract for any other reasons including unfair practice or misrepresentation, CPPA-G will have a right to pursue all or any legal remedy permissible under law.

7. RESOLUTION OF DISPUTES

In case of any dispute concerning the interpretation and/or application of this contract shall be settled through arbitration in accordance to the Arbitration Act, 1940 with the venue at Islamabad.

8. CORRUPTON AND FRAUD.

Indulgence in corrupt and fraudulent practices is liable to result in cancellation of contracts, encashment of Performance Security, debarring and blacklisting of the bidder, for a stated or indefinite period of time and CPPA reserves the right to avail any or all remedies or actions as per law.

9. VALIDITY & RENEWAL

9.1) The duration of the Agreement will initially be one (1) Agreement year, extendable for a period of one (1) Agreement year per extension, for a maximum of three (3) Agreement years, which period shall start from _____. Any extension of the duration of this Agreement shall be based on the same terms and conditions, subject to satisfactory performance certificate by M/S SUCCESSFULL BIDDER as prescribed by CPPA-G.

9.2) Subject to clause 9.1 of The Agreement, if M/S SUCCESSFULL BIDDER is able to achieve a Satisfactory Annual Performance Certificate from the Chief Information Officer of CPPA-G (the "CIO, CPPA-G") or his duly authorized representative at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year.

10. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Laws of Pakistan as amended from time to time.

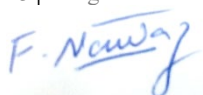
11. TERMINATION OF CONTRACT:

Either party reserves the right to terminate this contract with a written notice of ninety days.

IN WITNESS WHEREOF, the Parties through their respective representatives who are duly authorized hereto have signed and agreed to this Agreement, all terms and conditions of purchase order no. CPPA-G/_____ and the Annex I & II which form an integral part of this Agreement as of the date first written below.

CPPA-G	M/s SUCCESSFULL BIDDER
<i>Name:</i>	<i>Name:</i>
<i>Title:</i>	<i>Title:</i>
<i>Signature & Seal</i>	<i>Signature & Seal:</i>
<i>Date:</i>	<i>Date:</i>

Witnesses	
<i>Name:</i>	<i>Name:</i>
<i>Address:</i>	<i>Address:</i>
<i>CNIC:</i>	<i>CNIC:</i>
<i>Designation:</i>	<i>Designation:</i>



<i>Signature & Seal</i>	<i>Signature & Seal:</i>
<i>Date:</i>	<i>Date:</i>

Annex-I

1. Scope of Work

1.1 M/s SUCCESSFULL BIDDER will provide the Maintenance, support & services (with parts) for all IT facilities at CPPA-G Islamabad Data Centres at below mentioned location, including parts.

Datacenter is located at 1st Floor, Shaheen Plaza, Fazl e Haq Road, Blue Area, Islamabad, Pakistan.

1.2 M/s SUCCESSFULL BIDDER will provide one Technical onsite support resource at CPPA premises for full time from start till completion of this agreement.

Notes:

i) CPPA-G may not opt for clause 1.2 depending upon its need before or during support agreement years.

ii) If CPPA-G opt for not availing Onsite Support Engineer during an agreement year with prior two months' notice

iii) CPPA-G will not be liable to pay for onsite engineer service when opted not to avail the services.

2. Technical Onsite Support Staff Qualification

M/s SUCCESSFULL BIDDER will be responsible to provide the support staff of equal or more qualification. In the absence of the provided staff, replacement should be approved by CPPA-G POC.

Below are the minimum qualification requirements:

Datacentre Power/facilities/IT Supervisor:

- Education: Diploma of Associate Engineer (Electrical/Electronics/ Computer/IT/Software) or equivalent
- Experience: 5 Years of proven Operations and Maintenance Power equipment/cabling/ Desktop/printer/WIFI support OR related Datacentre experience
- Should be able to handle MS Office, emails etc.

3. Role of Technical Support Staff

- Technical Support Staff will be responsible to be available for the smooth working of IT Infrastructure - Data Centre Facilities and other IT/Power/facilities related tasks.
- Promptly attend problems and conduct themselves in a highly professional manner.
- Coordinate with the Firm, if required, to resolve the issue(s) timely and in professional manner.
- The Contractor will provide one support staff to be present onsite at CPPA-G premises for 24x7 operation and maintenance support services with proper management of shifts.
- The staff will be available in CPPA-G premises five days a week and should be available on call and provide support after duty hours.
- CPPA-G may require the Contractor to schedule their duties according to the requirement and whatever suits the CPPA-G environment to ensure effective resolution of issues.

4. Removal and/or Replacement of Personnel

i) Except as the CPPA-G may otherwise agree, no changes shall be made in the Key

Personnel. If, for any reason beyond the reasonable control of the Contractors, it becomes necessary to replace any of the Key Personnel, Contractor shall provide as a replacement a person of equivalent or better qualifications.

ii) If CPPA-G finds that any of the Personnel has; (a) committed serious misconduct or has been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then M/s SUCCESSFULL BIDDER shall, at the CPPA-G written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to CPPA-G.

iii) CPPA shall not permit any leave of Contractor employee/key personal without prior substitute. Attendance sheet of the employee has to be maintained and signed at the end of each month.

iii) Contractor shall at all times be required to maintain effective control over its employees/key personal to avoid or prevent any losses to CPPA and in case of any loss arising due to the Contractor's employee or which could have been prevented by the Contractor's employee shall make the Contractor liable to CPPA to make good such losses.

5. POC and Escalation Matrix

Below escalation Matrix is to be provided by Bidders: -

Escalation level	Designation	Name	email	Phone #	When to Escalate
Level-1	Office Rep				On any defect or problem
Level-2	Technical Supervisor				If L-1 is not responding
Level-3	Manager operations				If L-2 can't solve the problem
Level-4	Manger Projects				If L-3 is not available

6. Problem Classes

Depending on the effect of a problem, following are the defined three Problem Classes:

6.1 Critical Problem – A problem that is critical in nature to the operations of system. This may include issues like air condition cooling failure, ups power backup failure, major/critical alarms, fire suppression system activated, power failure due to hardware or above-mentioned issues etc.,

6.2 Major Problem - A Problem that seriously influences the performance, the operation and maintenance of the System and therefore requires fast reaction. Priority is less as in the crucial situations of Critical Problems, as there are less immediate effects on system performance, technical operation and End Users. This may include Performance degradation, system response time, issue major category alarms.

6.3 Minor Problem - A Problem which doesnot really disturb the function of the System and does not influence the System and service quality essentially. The Minor Problem may be tolerated during operation.

7. Response Time

	Service Item	Description
	Help Desk	Available 24 hours a day, 7 days a week.
	Physical & Remote troubleshooting	<ul style="list-style-type: none"> • Available 24 hours a day, 7 days a week; • For Priority Critical, respond within 30 minutes; • For Priority Major, respond within 60 minutes; • For Priority Minor, respond within 3 hours;
	Advance hardware replacement	Available 24 hours a day, 7 days a week. The spare part(s) will be sent out from Principal within agreed time after principal deems a spare part is necessary.

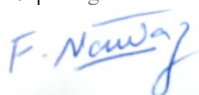
8. Resolution Time

The Priorities will be decided and informed by CPPA-G Point of contact (POC) declared and M/s SUCCESSFULL BIDDER team will be informed through the call as per above mentioned POC for replies/updates as and when required by CPPA-G. The resolution time for each severity is as below: -

No.	Issue Severity	Resolution Time
1	Critical Issue	4 Hours
2	Major Issue	12 Hours
3	Minor Issue	2 Business Days

9. Temporary restoration of services:

M/s SUCCESSFULL BIDDER shall maintain a reasonable inventory for any or all component(s) or device(s) having potential of being non operative and in such case of failure of any component or device, if the equipment gets non operative and needs more time in relation to the severity level and resolution time as contained in Resolution Time (above) to get satisfactorily fixed, then M/s SUCCESSFULL BIDDER will provide alternate to temporary restore the service, which may



include providing equipment to CPPA-G, until the CPPA-G equipment gets satisfactorily fixed and gets operational at CPPA-G premise. CPPA shall stand indemnified by the Contractor against any or all loss or damage arising due to the handling, installation or energization of component(s) or devices(s) owing to non-operative trouble shooting.

10. Periodic Service Level

M/s SUCCESSFULL BIDDER shall provide services for periodic maintenance (01 time each quarter) and operations required for CPPA Data Center site equipment, installed in the facility detailed as below.

a. Air Conditioning Equipment

M/s SUCCESSFULL BIDDER shall be responsible for the maintenance of 02x 04 Ton air conditioners make (Acon) units along with other allied components including water leakage detection. Regular service includes cleaning/washing/replacement of air filters, indoor/outdoor units of the air conditioners and any breakdown maintenance of the air conditioners including the cost of re-filling of refrigerant gas/replacement of compressor if required, and any other accessories.

b. CCTV

M/s SUCCESSFULL BIDDER will be responsible for the maintenance of CCTV system installed in the data center site for 24/7 surveillance of the facility.

M/s SUCCESSFULL BIDDER is responsible for routine cleaning of camera lenses and in case of any fault immediate rectification of any faulty in the CCTV and the DVR/NVR is required.

In addition to that M/s SUCCESSFULL BIDDER is responsible for extracting the video recording if required by the CPPA management or any other requirement of CPPA-G.

c. UPS and Allied Electrical Equipment

M/s SUCCESSFULL BIDDER will be responsible for the maintenance and routine service for the 2X 10 KVA UPS System with batteries make (Libert - ITA, Emerson), installed in the data center site.

M/s SUCCESSFULL BIDDER will be responsible for replacement of any faulty VRLA batteries installed with UPS of rated capacity; M/s SUCCESSFULL BIDDER will check the health status of batteries and submit the reports accordingly. Similarly, any fault in the internal wiring and in the interconnected batteries will be rectified by the M/s SUCCESSFULL BIDDER.

M/s SUCCESSFULL BIDDER is responsible for routine cleaning of the electrical panels including circuit breakers, control equipment, battery chargers, batteries, ATS, synchronization modules, surge protectors, power transfer switches, and allied electrical accessories/equipment installed.

M/s SUCCESSFULL BIDDER will be responsible for maintenance and fault rectification of battery monitoring units PDU's, PDF's, power monitoring equipment and energy monitoring meters.

d. Other terms

- i) After problem occurrence and subsequent resolve, preventive measure(s) must be logged and be followed to avoid recurrence of the same.
- ii) A reasonable Inventory containing some basic parts (UPS, batteries, power supplies, cords, IOs, patch cables, tools, network devices, ammeter, connectors etc.) must be maintained on site to meet the calls on daily basis.

The resident support supervisor will be responsible to maintain the Inventory records.

iii) Routine resolution/repair will be done at CPPA site and for major repair the item will be allowed to move to the workshop of the firm at their Risk & Cost after issuing of gate pass by IT Department clearly mentioning part model number and delivery time. In such situation, interim arrangement must be provided for 24x7 operations.

11. Fluctuation in equipment

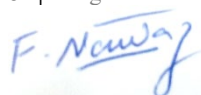
There may be addition or deletion of hardware and/or systems into the list of systems/equipment/parts during the current contract and at the extension of the Contract for subsequent year. The adjustment in the cost of the contract shall be made accordingly. The total variation of the cost must be within 15% of the initial contract cost.

12. Technical Reports

M/s SUCCESSFULL BIDDER will provide the maintenance reports performed including the routine preventive maintenance practices and faulty reports as required by the CPPA and shared between CPPA technical team and M/s SUCCESSFULL BIDDER service teams as necessary. Similarly reports required by CPPA higher management regarding the data center system status and issues will be provided by M/s SUCCESSFULL BIDDER as and when required. Daily system health check/fault report will be provided by the Technical resource at site to CPPA-G POC.

13. Datacentre Facility Equipment List

S / No.	Name of Equipment	Qty	Made	Model
1	Air conditioner (04 Ton) with Sequence Controller	2	Acson	Sequence Controller=DTA14064, AC Model=AFS50C
2	UPS 10kVA	2	Liebert- ITA	UHA1R-0100L
3	Battery Enclosure with 16 batteries (7Ah x 12V)	8	Emerson	U16-07C1
4	Network Video Recorder	1	Hikvision	ivms-4200
5	Camera's	3	Hikvision	
6	Environmental Management System	1	Skycontrol	SC1108
7	Power DB with multiple Breakers	1	Schneider Electric/Tembreak	100 Amp (No.=1), 60 Amp (No.=1), 32 Amp (No.=3), 16 Amp (Nos.=1), 10 Amp (Nos.=3)
8	Load Transfer Switch 16A	1	Vertiv-Libert LTS	16A, C20 Input, 6Way C13 and 1 way C19/UF-LTS16-1P



Annex-II

1. FIXED PAYMENT FORM

First Agreement Year						
Sr. No.	Description	Quantity	Unit Price	Total Price	Tax	*Total Price including Taxes (PKR)
1	SLA for CPPA Data Center site passive equipment (including parts) for 1 Year (Item wise cost required)	1				
2	Support Staff for 1 Year	1				
Grand Total						

Second Agreement Year						
Sr. No.	Description	Quantity	Unit Price	Total Price	Tax	Total Price including Taxes (PKR)
1	SLA for CPPA Data Center site passive equipment (including parts) for 1 Year (Item wise cost required)	1				
2	Support Staff for 1 Year	1				
Grand Total						

Third Agreement Year						
Sr. No.	Description	Quantity	Unit Price	Total Price	Tax	Total Price including Taxes (PKR)
1	SLA for CPPA Data Center site passive equipment (including parts) for 1 Year (Item wise cost required)	1				
2	Support Staff for 1 Year	1				
Grand Total						

Notes:

F. Nawaz

- i) All rates are inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- ii) All prices are quoted in PKR.

SPECIAL CONDITIONS

- i) M/S SUCCESSFULL BIDDER shall be responsible for completing the task(s) prescribed in the work order in accordance with the methodology and in the time period as specified in the Agreement. Should M/S SUCCESSFULL BIDDER fail to do so it shall be liable for liquidated damages as per the Agreement.
- ii) M/S SUCCESSFULL BIDDER shall be responsible for all expenses for service and delivery and for any other software, license utility software, third party tool etc. required for the delivery of service(s) under the Agreement.

Terms of Payment

The Payment (including GST) will be made by CPPA-G on production of following documents:

- i) Invoice having NTN of both CPPA-G and M/S Successful bidder on it. Any penalty in quarter should be adjusted in the bill.
- ii) Satisfactory performance certificate (required after completion of first, second and third year)
- iii) Monthly Attendance certificate of each support staff, signed by authorized officer of CIO - CPPA-G
- iv) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- v) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal
- vi) Payment mentioned at Fixed payment form for the three agreement years (of respective agreement year) will be done in four quarterly installments after successful delivery of services/parts. M/S SUCCESSFULL BIDDER will issue Commercial invoice. Repair or part charges (if applicable) will not be paid separately. Deductions for defective services as per the Liquidated Damages shall be made as defined in this agreement (Annex-II Clause 4).
- vii) In case sale tax is revised by government of Pakistan during three agreement years price inclusive of GST will be revised accordingly.

2. PAYMENT PLAN

A tentative Payment Plan is as follow:

Payment for fixed payment form for every agreement year will be done after every three (3) months of successful delivery of services and parts. M/s SUCCESSFULL BIDDER will issue Commercial invoice. Repair or part charges (if applicable) will not be paid separately. Deductions for defective services as per the Liquidated Damages shall be made.

3. REPAIR OR PART CHARGES PAYMENT

In case of any equipment/component failure, the replacement/repair will be performed by M/s SUCCESSFULL BIDDER with parts and no extra payment will be paid back to M/s SUCCESSFULL BIDDER. It is considered that the cost of parts and services etc. as already included in the financial proposal and agreed in this Agreement.

4. LIQUIDATED DAMAGES

4.1) If lodged fault/issue resolution is not performed as per resolution time and the delay was due to M/s SUCCESSFULL BIDDER, then following compensation shall be payable to CPPA:

No.	Cumulative Downtime in any Calendar Month exceeding the resolution time limit	Credit Claim
1	>1 hour and <= 3 hours	1 day of service
2	> 3 hours and <= 6 hours	2 days of service
3	> 6 hours and <= 12 hours	3 days of service
4	> 12 hours and <= 24 hours	4 days of service
5	> 24 hours and <= 48 hours	5 days of service

4.2) Whereas, if the downtime exceeds more than 48 hours, a support event failure will be declared by CPPA and 5% of service charges for that month will be deducted and it is agreed that as a fair estimate without precision of the amount of damages that might be incurred as a result of the Contractor's failure.

4.3) During absence of any support person, if suitable replacement is not provided within sixty (60) minutes by Contractor for that person, then deduction will take place equal to the number of days the support personal remained absent.

**ANNEXURE-D/LOT E: AGREEMENT FOR THE DARK TRACE (ENTERPRISE
IMMUNE SYSTEM & ANTIGINA).**

**Agreement Dark Trace (Enterprise Immune System
& Antigena)**

**Between
Central Power Purchasing Agency Guarantee Limited
(CPPA-G)**

&

M/S SUCCESSFULL BIDDER

Dated:

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F. Newby

1. THE PARTIES

Contractor = **M/S SUCCESSFULL BIDDER**

Central Power Purchasing Agency (Guarantee) Limited = (the “CPPA-G”)

2. BACKGROUND

The Central Power Purchasing Agency (Guarantee) Limited (hereinafter referred to as the “CPPA-G”) invited sealed quotations under the Single Stage – Two Envelope method (i.e. with technical and financial bids submitted separately) from the potential bidders for the provision of Dark Trace (Enterprise Immune System & Antigena). Pursuant to the Tender No. **CPPA-G/**, dated _____, wherein the tender was won by M/S SUCCESSFULL BIDDER (hereinafter referred to as the “Contractor”).

3. SCOPE OF WORK

3.1) As a consequence of the successful Contractor of the tender, this Agreement is executed *inter se* the Parties for the provision of Dark Trace (Enterprise Immune System & Antigena) of the CPPA-G, Islamabad by the Contractor with the full understanding and realization of the Scope of Work (detailed in Annexure: V). Products / services which are not specifically requested in this Agreement or the annexures thereto but which are necessary to provide for the efficacious functional capabilities proposed by the Contractor through its bid shall also be included therein and shall be read into this Agreement by the Parties.

3.2) The Contractor is responsible for ensuring the completion of all the tasks delineated in the Scope of Work (hereinafter, the “Project”).

4. PAYMENTS & TAXES

4.1) The Contractor shall be entitled to payments by CPPA for the fulfillment of the Scope of Work, in accordance with Annexure: VI. It is agreed and understood by the Contractor that liquidated damages shall be applicable for any delays in the fulfillment of the Scope of Work, and the Parties agree that any liquidated damages imposed under this Agreement are not a penalty but are a genuine pre-estimate of any losses incurred as a result of such delay(s).

4.2) The quoted unit prices and the total price (inclusive of all taxes and duties where applicable) shall be as per the price schedule in accordance with the bidding document(s), with delivery effected at the designated location(s) at CPPA-G, Islamabad specified in the purchase order. CPPA-G reserves the right to increase / decrease the Scope of Work by up to fifteen percent (15%) at the time of the award / during the currency of this Agreement. No request for an increase in price(s) due to market fluctuation in the cost of goods and services shall be entertained.

4.3) If there is no mention of taxes, the offered / quoted price shall be considered to be inclusive of all prevailing and applicable taxes / duties. The Contractor shall be responsible for raising an invoice(s) separately for all new taxes, if any, levied by the Government until the completion of term of this Agreement. Any benefit of exemption from or reduction in any prevailing and applicable taxes and duties shall be passed on to CPPA-G.

5. PERFORMANCE CERTIFICATE

The performance certificate shall be issued by the Chief Information Officer or his duly authorized representative after the satisfactory completion of each year of the Project. The Contractor shall apply for the Performance Certificate at least thirty (30) days prior to the planned completion of the given year of the Project and shall submit a report of the progress to date specifically detailing the progress made in the given year of the Project.

6. PERFORMANCE SECURITY AND FORFEITURE THEREOF

6.1) The Contractor submitted a Performance Security valid for a period until the completion of Contract upon the receipt of the last consignment, equal to five percent (5%) of the total value (inclusive of GST) of the Project for agreement year. For avoidance of doubt, the Performance Security shall only be returned after the successful completion of the Project.

6.2) CPPA-G shall have the right to call upon the Performance Security, and the Contractor agrees to forfeit the Performance Security:

- iv. if the Contractor fails to supply the goods / services specified in the Scope of Work within the time specified
- v. if the Contractor commits any breach of this Agreement
- vi. For other reasons for forfeiting the Performance Security specified in the award letter issued by CPPA-G.

6.5) If the forfeiture of the security deposit does not adequately compensate CPPA-G for any loss(es) incurred due to the non-delivery of goods / services or breach of this Agreement or for any other reasons including unfair practice(s) or misrepresentation, CPPA-G reserves the right to avail any or all remedies or actions available to it under the law.

7. RESOLUTION OF DISPUTES

In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan.

8. CORRUPTION AND FRAUD

Indulgence in corrupt and fraudulent practices is liable to result in the termination of this Agreement, the calling upon of the Performance Security by CPPA-G, and the debarring and blacklisting of the Contractor for a stated or indefinite period of time. CPPA-G also reserves the right to avail any or all remedies or actions available to it under the law.

9. VALIDITY & RENEWAL

9.1) The Agreement is intended for a maximum period of three (3) years.

9.2) The duration of this Agreement will initially be one (1) Agreement year, extendable for a period of one (1) Agreement year per extension, for a maximum of three (3) Agreement years, which period shall start from

the renewal of licenses/support. Any extension of the duration of this Agreement shall be based on the same terms and conditions, subject to satisfactory performance by the Contractor as prescribed by CPPA-G.

9.3) Subject to clause 9.2 of this Agreement, if the Contractor is able to achieve a Satisfactory Annual Performance Certificate from the Chief Information Officer of CPPA-G (the “CIO, CPPA-G”) or his duly authorized representative at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year.

10. GOVERNING LAW OF THE AGREEMENT

This Agreement shall be governed by the Laws of Pakistan, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties through their respective representatives who are duly authorized hereto have signed and agreed to this Agreement, all terms and conditions of purchase order no. CPPA-G/_____ and the Annexures: **V & VI** thereto which form an integral part of this Agreement as of the date first written below.

CPPA-G	<u>M/S SUCCESSFULL BIDDER</u>
<i>Name:</i>	<i>Name:</i>
<i>Title:</i>	<i>Title:</i>
<i>Signature & Seal</i>	<i>Signature & Seal:</i>
<i>Date:</i>	<i>Date:</i>

Witnesses	
<i>Name:</i>	<i>Name:</i>
<i>Address:</i>	<i>Address:</i>
<i>CNIC:</i>	<i>CNIC:</i>
<i>Designation:</i>	<i>Designation:</i>

Signature & Seal

Signature & Seal:

Date:

Date:

F. Newby

Annexure: V

1. SCOPE OF WORK

M/S SUCCESSFULL BIDDER_(the “Contractor”) will provide Dark Trace (Enterprise Immune System & Antigena) with On Site Support at the CPPA-G Islamabad as per below BOQ.

Sr No.	Description	Quantity	SUBSCRIPTION DURATION
1	Darktrace Enterprise Immune System	1	Initially one agreement year starting from 01-May-2024 extendable upto three agreement years annually
2	Darktrace Antigena Network License	1	

2. POC AND ESCALATION MATRIX

The Contractor’s Escalation Matrix is as per the tables below. In case there is any change during the tenure of this Agreement, the Contractor shall provide the details of the same to CPPA-G without delay.

Support Contact			
Support	Name	Contact No	Email Address
First Level Support			
Second Level Support			

Escalation Matrix			
Escalation Level	Name	Contact No	Email Address
First Level Escalation			
Second Level Escalation			

Helpdesk	
UAN	
Tel	
Email	
Address	

3. PROBLEM CLASSES

Depending on the effect of a problem, following are the defined three Problem Classes:

- 3.1 Critical Problem** – A problem that is critical in nature to the operations of the system and therefore requires immediate reaction. This includes *inter alia* issues such as the Complete loss of Service.
- 3.2 Major Problem** – A problem that seriously influences the performance, the operation, and maintenance of the System and therefore requires prompt reaction. The priority of Major Problems is lower than that of Critical Problems, as there are often less immediate effects on system performance, technical operations, and on the End Users. This may include *inter alia* performance degradation, system response times, and issue major category alarms.
- 3.3 Minor Problem** – A problem which does not significantly affect the function of the System and does not influence the System and service quality essentially. A Minor Problem may be tolerated during operation, though the Contractor shall address any and all extant Minor Problems once it has addressed any and all Critical and Major Problems respectively.

4. RESPONSE TIME(S)

No.	Service Item	Description
1	Help Desk	Available 24 hours a day, 7 days a week
2	Physical & Remote troubleshooting	<ul style="list-style-type: none"> • Available 24 hours a day, 7 days a week; • For Priority Critical, to respond within 30 minutes; • For Priority Major, to respond within 60 minutes; • For Priority Minor, to respond within 3 hours.

5. RESOLUTION TIME(S)

CPPA-G will designate the CPPA-G Point of Contact (the “POC”) and will determine the Priorities to be notified by the POC to the Contractor. The POC will requisition replies / updates from the Contractor on any outstanding Problems as and when required by CPPA-G. The resolution time for each severity is as below:

No.	Problem Severity	Resolution Time
1	Critical Problem	24 Hours
2	Major Problem	48 Hours
3	Minor Problem	72 Hours



6. SLA ONSITE SUPPORT SERVICE FEATURES:

- 6.1. The Contractor shall provide unlimited corrective maintenance twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including on public holidays.
- 6.2. The response times for the resolution of Problems shall be as provided in clause 4 of this Annexure: V upon receipt of notice thereof by the Support Contact of the Contractor as per clause 2 of this Annexure: V.
- 6.3. The resolution time for the repair or replacement of maintenance parts shall be according to the Problem Severity as delineated in clause 5 of this Annexure: V.
- 6.4. The Contractor shall conduct Preventive Maintenance on a quarterly basis and submit a report on the same to CPPA-G with recommendations (if required).
- 6.5. The Contractor shall ensure that any and all Defective System(s) will be rendered fully functional and operational in the Resolution Time(s) provided hereinabove at clause 5 of this Annexure: V as per their respective Problem Severity Level. Noncompliance by the Contractor of this obligation shall lead to the imposition of liquidated damages by CPPA-G upon the Contractor as per this Agreement and clause 6.6 of this Annexure: V.
- 6.6. In event of non-performance by the Contractor of any of its obligations under this Agreement or the Annexures thereto, CPPA-G shall be entitled to deduct one half of one percent (0.5%) of the total value of the total value (inclusive of GST) of the Project on a daily basis from the Performance Security. CPPA-G further reserves the right to avail any or all remedies or actions available to it under the law
- 6.7. Any liquidated damages imposed under this Agreement shall be capped at an amount of five percent (5%) of the total value (inclusive of GST) of the Project per year. This clause shall not prevent CPPA-G from imposing liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.
- 6.8. CPPA-G shall ensure that Personnel designated by the Contractor is provided timely access to the resources required. The time keeping conducted by the CPPA-G Coordinator shall be consider as final.
- 6.9. Following the occurrence of any Problem the Contractor shall submit a detailed Root Cause Analysis to CPPA-G, along with its recommendations on how to prevent the reoccurrence of such Problem.
- 6.10. Following the occurrence and subsequent resolution of a Problem, the Contractor shall log and conduct all preventive measure(s) to be taken in order to prevent the reoccurrence of such Problem.
- 6.11. During the agreement period, the Contractor shall be responsible for the installation of Configuration Management Software, Server Operating System, configuration of Virtualization software and providing training to those CPPA-G personnel so designated by CPPA-G for the efficient configuration, operation, and management of the same.
- 6.12. This Agreement shall also apply to software / OS / firmware upgrades, and the Contractor shall be responsible for the same. To this end the Contractor shall provide in advance an appropriate plan and

rollback(s) for such upgrades, and any outages / disruption(s) caused by said upgrades shall require the prior approval of CPPA-G.

6.13. In the event that CPPA-G is dissatisfied with the support services of the technician(s), engineer(s), and / or other staff assigned certain responsibilities under this Agreement by the Contractor, CPPA-G has the right to submit a written complaint to the Contractor, detailing the cause of such dissatisfaction with the Contractor's personnel's performance and requiring the replacement of such personnel.

6.14. Provision of 1 Year Support (Maximum 3 years) backed up by Principal as an authorized partner for Central Power Purchasing Company (CPPA).

6.19. Provision of

- Regular automation
- Troubleshooting fixes & software release upgrades.
- On call & onsite support of local vendor.
- On-site (Principal backed) support for patches, upgrades and configurations etc.

6.20. Track and Record of all the issues and case submitted by the team for CPPA.

7. VARIATIONS IN EQUIPMENT

During the tenure of this Agreement, and any subsequent extensions thereto, there may be addition or deletion of licenses. Accordingly, adjustments will be made to the overall value of the Project. The total variation in the valuation of the Project is capped at a maximum of fifteen percent (15%) of the initial value of the Project.

8. Technical Reports

The Contractor will provide all maintenance reports performed, including the routine preventive maintenance practices and fault reports, as required by CPPA-G and shared between CPPA-G's technical team and the Contractor's service teams as necessary. Reports required by CPPA-G's management regarding the status of the system and any issues relating thereto will be provided by the Contractor as and when required.

Annexure: VI

1. FIXED PAYMENT FORM

First Agreement Year	
ITEM	Price per Year (USD)
Darktrace Enterprise Immune System	_____
Darktrace Antigena Network License	_____
Second Agreement Year	
ITEM	Price per Year (USD)
Darktrace Enterprise Immune System	_____
Darktrace Antigena Network License	_____
Third Agreement Year	
ITEM	Price per Year (USD)
Darktrace Enterprise Immune System	_____
Darktrace Antigena Network License	_____

Notes:

- i) All rates are inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- ii) All prices are in USD.
- iii) The annual unit price without GST in USD shall remain firm and final and shall not subject to any escalation during three contractual years.

2. SPECIAL CONDITIONS

- i) M/S SUCCESSFULL BIDDER shall be responsible for completing the task(s) prescribed in the work order in accordance with the methodology and in the time period as specified in this Agreement. Should M/S SUCCESSFULL BIDDER fail to do so it shall be liable for liquidated damages as per the Agreement.



- ii) M/S SUCCESSFULL BIDDER shall be responsible for all expenses for service and delivery and for any other software, license utility software, third party tool etc. required for the delivery of service(s) under the Agreement.

F. Newby

3. TERMS OF PAYMENT

Payment of the Renewal of Licenses/Support Services etc. will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Currency of Invoice should be PKR
- ii) The rate of exchange (USD to PKR) shall be the selling rate, prevailing on the date of invoice as notified by the State Bank of Pakistan on that day
- iii) Invoice duly verified by the CPPA-G representative having NTN/GST No of both CPPA-G and M/S SUCCESSFULL BIDDER printed on it.
- iv) Inspection/ Verification/ (Satisfactory Performance for 2nd & 3rd Agreement Year) Report issued by CPPA-G.
- v) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vi) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal
- vii) In case sale tax is revised by government of Pakistan during three agreement years price inclusive of GST will be revised accordingly.

4. LIQUIDATED DAMAGES

- i) If any issue / problem has not been resolved as per the Resolution Time(s) specified in this Agreement, and such delay in resolution is attributable to the Contractor, the Contractor shall be liable for liquidated damages under this Agreement as per the following:
- ii) In event of the Contractor's failure to perform its obligations under this Agreement one half of one percent (0.5%) of the total value of the Project (inclusive of GST) will be deducted as liquidated damages on a daily basis from the Performance Security submitted by the Contractor and CPPA-G and the Contractor agree that such liquidated damages are not a penalty and represent a fair estimate without precision of the amount of damages that might be incurred by CPPA-G as a result of the Contractor's failure.
- iii) Any liquidated damages imposed and corresponding deductions made to the Performance Security shall be capped at a maximum of five percent (5%) of the total value of the Project (inclusive of GST). Provided that CPPA-G reserves the right to impose any liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.

**ANNEXURE-D/LOT F: AGREEMENT INFOBLOX BLOXONE DDI THREAT
DEFENCE ADVANCE.**

**Agreement Infoblox BloxOne DDI Threat Defence
Advance**

**Between
Central Power Purchasing Agency Guarantee Limited
(CPPA-G)**

&

M/S SUCCESSFULL BIDDER

Dated:

F. Newaj

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1. THE PARTIES

Contractor = **M/S SUCCESSFULL BIDDER**

Central Power Purchasing Agency (Guarantee) Limited = (the “CPPA-G”)

2. BACKGROUND

The Central Power Purchasing Agency (Guarantee) Limited (hereinafter referred to as the “CPPA-G”) invited sealed quotations under the Single Stage – Two Envelope method (i.e. with technical and financial bids submitted separately) from the potential bidders for the provision of Infoblox BloxOne DDI Threat Defence Advance. Pursuant to the Tender No. **CPPA-G/_____**, dated _____, wherein the tender was won by M/S SUCCESSFULL BIDDER (hereinafter referred to as the “Contractor”).

3. SCOPE OF WORK

3.1) As a consequence of the successful Contractor of the tender, this Agreement is executed *inter se* the Parties for the provision of Infoblox BloxOne DDI Threat Defence Advance of the CPPA-G, Islamabad by the Contractor with the full understanding and realization of the Scope of Work (detailed in Annexure: V). Products / services which are not specifically requested in this Agreement or the annexures thereto but which are necessary to provide for the efficacious functional capabilities proposed by the Contractor through its bid shall also be included therein and shall be read into this Agreement by the Parties.

3.2) The Contractor is responsible for ensuring the completion of all the tasks delineated in the Scope of Work (hereinafter, the “Project”).

4. PAYMENTS & TAXES

4.1) The Contractor shall be entitled to payments by CPPA for the fulfillment of the Scope of Work, in accordance with Annexure: VI. It is agreed and understood by the Contractor that liquidated damages shall be applicable for any delays in the fulfillment of the Scope of Work, and the Parties agree that any liquidated damages imposed under this Agreement are not a penalty but are a genuine pre-estimate of any losses incurred as a result of such delay(s).

4.2) The quoted unit prices and the total price (inclusive of all taxes and duties where applicable) shall be as per the price schedule in accordance with the bidding document(s), with delivery effected at the designated location(s) at CPPA-G, Islamabad specified in the purchase order. CPPA-G reserves the right to increase / decrease the Scope of Work by up to fifteen percent (15%) at the time of the award / during the currency of this Agreement. No request for an increase in price(s) due to market fluctuation in the cost of goods and services shall be entertained.

4.3) If there is no mention of taxes, the offered / quoted price shall be considered to be inclusive of all prevailing and applicable taxes / duties. The Contractor shall be responsible for raising an invoice(s) separately for all new taxes, if any, levied by the Government until the completion of term of this Agreement. Any benefit of exemption from or reduction in any prevailing and applicable taxes and duties shall

be passed on to CPPA-G.

5. PERFORMANCE CERTIFICATE

The performance certificate shall be issued by the Chief Information Officer or his duly authorized representative after the satisfactory completion of each year of the Project. The Contractor shall apply for the Performance Certificate at least thirty (30) days prior to the planned completion of the given year of the Project and shall submit a report of the progress to date specifically detailing the progress made in the given year of the Project.

6. PERFORMANCE SECURITY AND FORFEITURE THEREOF

6.1) The Contractor submitted a Performance Security valid for a period until the completion of Contract upon the receipt of the last consignment, equal to five percent (5%) of the total value (inclusive of GST) of the Project for agreement year. For avoidance of doubt, the Performance Security shall only be returned after the successful completion of the Project.

6.2) CPPA-G shall have the right to call upon the Performance Security, and the Contractor agrees to forfeit the Performance Security:

- i. if the Contractor fails to supply the goods / services specified in the Scope of Work within the time specified
- ii. if the Contractor commits any breach of this Agreement
- iii. For other reasons for forfeiting the Performance Security specified in the award letter issued by CPPA-G.

6.6) If the forfeiture of the security deposit does not adequately compensate CPPA-G for any loss(es) incurred due to the non-delivery of goods / services or breach of this Agreement or for any other reasons including unfair practice(s) or misrepresentation, CPPA-G reserves the right to avail any or all remedies or actions available to it under the law.

7. RESOLUTION OF DISPUTES

In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan.

8. CORRUPTION AND FRAUD

Indulgence in corrupt and fraudulent practices is liable to result in the termination of this Agreement, the calling upon of the Performance Security by CPPA-G, and the debarring and blacklisting of the Contractor for a stated or indefinite period of time. CPPA-G also reserves the right to avail any or all remedies or actions available to it under the law.

9. VALIDITY & RENEWAL

9.1) The Agreement is intended for a maximum period of three (3) years.

9.2) The duration of this Agreement will initially be one (1) Agreement year, extendable for a period of one (1) Agreement year per extension, for a maximum of three (3) Agreement years, which period shall start from the renewal of licenses/support. Any extension of the duration of this Agreement shall be based on the same terms and conditions, subject to satisfactory performance by the Contractor as prescribed by CPPA-G.

9.3) Subject to clause 9.2 of this Agreement, if the Contractor is able to achieve a Satisfactory Annual Performance Certificate from the Chief Information Officer of CPPA-G (the “CIO, CPPA-G”) or his duly authorized representative at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year.

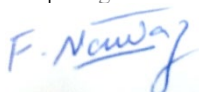
10. GOVERNING LAW OF THE AGREEMENT

This Agreement shall be governed by the Laws of Pakistan, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties through their respective representatives who are duly authorized hereto have signed and agreed to this Agreement, all terms and conditions of purchase order no. CPPA-G/_____ and the Annexures: **V & VI** thereto which form an integral part of this Agreement as of the date first written below.

CPPA-G	<u>M/S SUCCESSFULL BIDDER</u>
<i>Name:</i>	<i>Name:</i>
<i>Title:</i>	<i>Title:</i>
<i>Signature & Seal</i>	<i>Signature & Seal:</i>
<i>Date:</i>	<i>Date:</i>

Witnesses	
<i>Name:</i>	<i>Name:</i>
<i>Address:</i>	<i>Address:</i>
<i>CNIC:</i>	<i>CNIC:</i>



<i>Designation:</i>	<i>Designation:</i>
<i>Signature & Seal</i>	<i>Signature & Seal:</i>
<i>Date:</i>	<i>Date:</i>

Annexure: V

1. SCOPE OF WORK

M/S SUCCESSFULL BIDDER_(the “Contractor”) will provide Infoblox BloxOne DDI Threat Defence Advance with On Site Support at the CPPA-G Islamabad as per below BOQ.

Sr No.	Description	Quantity	SUBSCRIPTION DURATION
Infoblox Contract # 00128188			
1	Infoblox BloxOne DDI Advanced Software Annual Subscription. (Management & Reporting on Cloud (start date 03-May-2023) SKU:IB-SUB-B1DDI-ADV-IP SKU:IB-SUB-INSTANCE	2	Initially one agreement year starting from 03-May-2023 extendable upto three agreement years annually
2	BloxOne Threat Defence Advance License. (Grid-Wide Security License). (start date 03-May-2023) SKU:IB-SUB-THREAT-ADV	1	

2. POC AND ESCALATION MATRIX

The Contractor’s Escalation Matrix is as per the tables below. In case there is any change during the tenure of this Agreement, the Contractor shall provide the details of the same to CPPA-G without delay.

Support Contact			
Support	Name	Contact No	Email Address
First Level Support			
Second Level Support			

Escalation Matrix			
Escalation Level	Name	Contact No	Email Address
First Level Escalation			
Second Level Escalation			

Helpdesk	
UAN	
Tel	
Email	
Address	

3. PROBLEM CLASSES

Depending on the effect of a problem, following are the defined three Problem Classes:

- 3.1 **Critical Problem** – A problem that is critical in nature to the operations of the system and therefore requires immediate reaction. This includes *inter alia* issues such as the Complete loss of Service.
- 3.2 **Major Problem** – A problem that seriously influences the performance, the operation, and maintenance of the System and therefore requires prompt reaction. The priority of Major Problems is lower than that of Critical Problems, as there are often less immediate effects on system performance, technical operations, and on the End Users. This may include *inter alia* performance degradation, system response times, and issue major category alarms.
- 3.3 **Minor Problem** – A problem which does not significantly affect the function of the System and does not influence the System and service quality essentially. A Minor Problem may be tolerated during operation, though the Contractor shall address any and all extant Minor Problems once it has addressed any and all Critical and Major Problems respectively.

4. RESPONSE TIME(S)

No.	Service Item	Description
1	Help Desk	Available 24 hours a day, 7 days a week
2	Physical & Remote troubleshooting	<ul style="list-style-type: none">• Available 24 hours a day, 7 days a week;• For Priority Critical, to respond within 30 minutes;• For Priority Major, to respond within 60 minutes;• For Priority Minor, to respond within 3 hours.

5. RESOLUTION TIME(S)

CPPA-G will designate the CPPA-G Point of Contact (the “POC”) and will determine the Priorities to be notified by the POC to the Contractor. The POC will requisition replies / updates from the Contractor on any outstanding Problems as and when required by CPPA-G. The resolution time for each severity is as below:

No.	Problem Severity	Resolution Time
1	Critical Problem	24 Hours
2	Major Problem	48 Hours
3	Minor Problem	72 Hours

6. SLA ONSITE SUPPORT SERVICE FEATURES:

- 6.1. The Contractor shall provide unlimited corrective maintenance twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including on public holidays.
- 6.2. The response times for the resolution of Problems shall be as provided in clause 4 of this Annexure: V upon receipt of notice thereof by the Support Contact of the Contractor as per clause 2 of this Annexure: V.
- 6.3. The resolution time for the repair or replacement of maintenance parts shall be according to the Problem Severity as delineated in clause 5 of this Annexure: V.
- 6.4. The Contractor shall conduct Preventive Maintenance on a quarterly basis and submit a report on the same to CPPA-G with recommendations (if required).
- 6.5. The Contractor shall ensure that any and all Defective System(s) will be rendered fully functional and operational in the Resolution Time(s) provided hereinabove at clause 5 of this Annexure: V as per their respective Problem Severity Level. Noncompliance by the Contractor of this obligation shall lead to the imposition of liquidated damages by CPPA-G upon the Contractor as per this Agreement and clause 6.6 of this Annexure: V.
- 6.6. In event of non-performance by the Contractor of any of its obligations under this Agreement or the Annexures thereto, CPPA-G shall be entitled to deduct one half of one percent (0.5%) of the total value of the total value (inclusive of GST) of the Project on a daily basis from the Performance Security. CPPA-G further reserves the right to avail any or all remedies or actions available to it under the law
- 6.7. Any liquidated damages imposed under this Agreement shall be capped at an amount of five percent (5%) of the total value (inclusive of GST) of the Project per year. This clause shall not prevent CPPA-G from imposing liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.
- 6.8. CPPA-G shall ensure that Personnel designated by the Contractor is provided timely access to the resources required. The time keeping conducted by the CPPA-G Coordinator shall be consider as final.
- 6.9. Following the occurrence of any Problem the Contractor shall submit a detailed Root Cause Analysis to CPPA-G, along with its recommendations on how to prevent the reoccurrence of such Problem.
- 6.10. Following the occurrence and subsequent resolution of a Problem, the Contractor shall log and conduct all preventive measure(s) to be taken in order to prevent the reoccurrence of such Problem.
- 6.11. During the agreement period, the Contractor shall be responsible for the installation of Configuration Management Software, Server Operating System, configuration of Virtualization software and providing training to those CPPA-G personnel so

designated by CPPA-G for the efficient configuration, operation, and management of the same.

6.12. This Agreement shall also apply to software / OS / firmware upgrades, and the Contractor shall be responsible for the same. To this end the Contractor shall provide in advance an appropriate plan and rollback(s) for such upgrades, and any outages / disruption(s) caused by said upgrades shall require the prior approval of CPPA-G.

6.13. In the event that CPPA-G is dissatisfied with the support services of the technician(s), engineer(s), and / or other staff assigned certain responsibilities under this Agreement by the Contractor, CPPA-G has the right to submit a written complaint to the Contractor, detailing the cause of such dissatisfaction with the Contractor's personnel's performance and requiring the replacement of such personnel.

6.14. Provision of 1 Year Support (Maximum 3 years) backed up by Principal as an authorized partner for Central Power Purchasing Company (CPPA).

6.21. Provision of

- Regular automation
- Troubleshooting fixes & software release upgrades.
- On call & onsite support of local vendor.
- On-site (Principal backed) support for patches, upgrades and configurations etc.

6.22. Track and Record of all the issues and case submitted by the team for CPPA.

7. VARIATIONS IN EQUIPMENT

During the tenure of this Agreement, and any subsequent extensions thereto, there may be addition or deletion of licenses. Accordingly, adjustments will be made to the overall value of the Project. The total variation in the valuation of the Project is capped at a maximum of fifteen percent (15%) of the initial value of the Project.

8. Technical Reports

The Contractor will provide all maintenance reports performed, including the routine preventive maintenance practices and fault reports, as required by CPPA-G and shared between CPPA-G's technical team and the Contractor's service teams as necessary. Reports required by CPPA-G's management regarding the status of the system and any issues relating thereto will be provided by the Contractor as and when required.

Annexure: VI

1. FIXED PAYMENT FORM

First Agreement Year	
ITEM	Price per Year (USD)
Infoblox BloxOne DDI Advanced Software Annual Subscription. (Management & Reporting on Cloud (start date 03-May-2023) SKU:IB-SUB-B1DDI-ADV-IP SKU:IB-SUB-INSTANCE	_____
BloxOne Threat Defence Advance License. (Grid-Wide Security License). (start date 03-May-2023) SKU:IB-SUB-THREAT-ADV	_____
Second Agreement Year	
ITEM	Price per Year (USD)
Infoblox BloxOne DDI Advanced Software Annual Subscription. (Management & Reporting on Cloud (start date 03-May-2023) SKU:IB-SUB-B1DDI-ADV-IP SKU:IB-SUB-INSTANCE	_____
BloxOne Threat Defence Advance License. (Grid-Wide Security License). (start date 03-May-2023) SKU:IB-SUB-THREAT-ADV	_____
Third Agreement Year	
ITEM	Price per Year (USD)
Infoblox BloxOne DDI Advanced Software Annual Subscription. (Management & Reporting on Cloud (start date 03-May-2023) SKU:IB-SUB-B1DDI-ADV-IP SKU:IB-SUB-INSTANCE	_____
BloxOne Threat Defence Advance License. (Grid-Wide Security License). (start date 03-May-2023) SKU:IB-SUB-THREAT-ADV	_____

Notes:

- i) All rates are inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- ii) All prices are in USD.

- iii) The annual unit price without GST in USD shall remain firm and final and shall not subject to any escalation during three contractual years.

2. SPECIAL CONDITIONS

- i) M/S SUCCESSFULL BIDDER shall be responsible for completing the task(s) prescribed in the work order in accordance with the methodology and in the time period as specified in this Agreement. Should M/S SUCCESSFULL BIDDER fail to do so it shall be liable for liquidated damages as per the Agreement.
- ii) M/S SUCCESSFULL BIDDER shall be responsible for all expenses for service and delivery and for any other software, license utility software, third party tool etc. required for the delivery of service(s) under the Agreement.

3. Terms of Payment

Payment of the Renewal of Licenses/Support Services etc. will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Currency of Invoice should be PKR
- ii) The rate of exchange (USD to PKR) shall be the selling rate, prevailing on the date of invoice as notified by the State Bank of Pakistan on that day
- iii) Invoice duly verified by the CPPA-G representative having NTN/GST No of both CPPA-G and M/S SUCCESSFULL BIDDER printed on it.
- iv) Inspection/ Verification/ (Satisfactory Performance for 2nd & 3rd Agreement Year) Report issued by CPPA-G.
- v) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vi) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal
- vii) In case sale tax is revised by government of Pakistan during three agreement years price inclusive of GST will be revised accordingly.

4. Liquidated Damages

If any issue / problem has not been resolved as per the Resolution Time(s) specified in this Agreement, and such delay in resolution is attributable to the Contractor, the Contractor shall be liable for liquidated damages under this Agreement as per the following: In event of the Contractor's failure to perform its obligations under this Agreement one half of one percent (0.5%) of the total value of the Project (inclusive of GST) will be deducted as liquidated damages on a daily basis from the Performance Security submitted by the Contractor and CPPA-G and the Contractor agree that such liquidated damages are not a penalty and represent a fair estimate without precision of the amount of damages that might be incurred by CPPA-G as a result of the Contractor's failure.

- 4.2.** Any liquidated damages imposed and corresponding deductions made to the Performance Security shall be capped at a maximum of five percent (5%) of the total value of the Project (inclusive of GST). Provided that CPPA-G reserves the right to impose any liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.ss