

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



## **TENDER DOCUMENT** *No: CPPA-G/2097-2100*

**For IT Equipment, Purchase/renewal of Software Licenses and  
IT/IT enabled Services.**

**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,  
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# SECTION A: INVITATION FOR BIDS

## 1. Invitation to Bid

CPPA-G, invites electronic bids via the PPRA online portal (<https://eprocure.gov.pk>) from eligible bidders (original manufacturers/authorized distributors/suppliers) registered/incorporated company/firm in Pakistan, registered with Income Tax and Sales Tax department (FBR) For IT Equipment, Purchase/renewal of Software Licenses and IT/IT enabled Services.

following schedule:

Equipment/ Software/ Services		
-	LOT A	Laptops
-	LOT B	HCI Solution
-	LOT C	Microsoft Visual Studio 2022 or Latest
		SQL Server Database License for High Availability
		DPA Monitoring and SQL Sentry tools
-	LOT D	Power BI Premium Account (Twelve Users)
		Microsoft Viva Suite (Five Users)
-	LOT E	Telerik Devcraft Complete
-	LOT F	Dell R740 Server OEM Support Renewal
-	LOT G	Sangfor HCI Software & Service Support Renewal
-	LOT H	Web Hosting Services Charges (VPS Hosting)
		WEB Housing for Wind, Leave Management System, Monitoring Portal
-	LOT I	(Internet/Email/P2P/IP Pool) & Host Based Exchange Solution

### 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>, PPRA online portal (<https://eprocure.gov.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 PPRA online portal (<https://eprocure.gov.pk>) and 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)	19 <sup>th</sup> November 2024 11:00 AM
4.	Technical Bids shall be opened in the	19 <sup>th</sup> November 2024 11:30 AM

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	presence of bidder	
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)

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## SECTION B: INSTRUCTIONS TO BIDDERS

### 2. General Instructions to Bidders

#### 2.1 Scope of Bid

The CPPA-G invites sealed bids For IT Equipment, Purchase/renewal of Software Licenses and IT/IT enabled Services. in schedule of requirements along with technical specifications, as per Annexures, at PPRA online portal (<https://eprocure.gov.pk>).

#### 2.2 Tender Document Fee

The bidding documents can be downloaded from PPRA online portal (<https://eprocure.gov.pk>) and [www.cppa.gov.pk](http://www.cppa.gov.pk); free of cost.

#### 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/developer (For Lots A, B, F, G only).
- vi) Valid Partnership Certificate for (Lot A, B, C, D, F, G only)
- vii) 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 of at least rupees fifty (50), as per 'Annexure-A' is mandatory),
- viii) has required relevant qualified and enough strength of technical staff to fulfill the requirement of assignment,
- ix) for Lot I the bidder must have License from PTA to provide Telecommunication Services in Rawalpindi/Islamabad and its own Fiber Network in Rawalpindi/Islamabad.
- x) 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 earnest money/ bid Security
- received after the date and time fixed for its receipt
- offer is ambiguous



- offer is conditional i.e. advance payment, currency fluctuations or currency is not USD except Lot D, E, F & H.
- 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.
- 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 <https://eprocure.gov.pk>. 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](http://www.cppa.gov.pk) and <https://eprocure.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](http://www.cppa.gov.pk) and <https://eprocure.gov.pk> 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 e-bid shall be uploaded on <https://eprocure.gov.pk> comprise separately the Technical Bid and Financial Bid;
- ii) Initially, only Technical Bid shall be opened from <https://eprocure.gov.pk> in the presence of Bidders representative 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.
- iii) 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;
- iv) 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.
- v) 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;
- vi) The Financial Bid of ineligible and/or technically nonresponsive bidders shall not be opened subsequent to the announcement of "Bid Evaluation Report" (BER);

- vii) 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 the successful bidder. 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.

### **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 documentations 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 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 provided 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 PKR. Bids with prices offered in any other currency will be rejected for lots Except Lot D, E, F & H, for which currency is USD.

#### **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:

- Minimum Three (03) years of experience in supplying of IT & Related items having proper Outlet/Office,
- has authorization of principal manufacturer/developer (For Lots A, B, F, G only).
- Valid Partnership Certificate for (Lot A, B, C, D, F, G only)
- registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,

- Affidavit on legal stamp paper of at least rupees fifty (50) 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 upload scanned copy of bid security on PPRA online portal (<https://eprocure.gov.pk>), 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.
- Bidder will submit the original bid security (Pay Order/Draft/Call Deposit) to the office O/O Chief Information Officer, Shaheen Plaza on or before the closing time of Bid
- The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed within the 'Financial Bid'.
- 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.
- Performance security for Lot C will be released after completion of one year of licensing.
- 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.
- 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 bids must be submitted on PPRA online portal (<https://eprocure.gov.pk>), however scanned copy of bid security will be uploaded on PPRA online portal whereas bid security in original will 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-226

- ii) Bids submitted by telegraph, telex, fax or email shall not be entertained.

**3.4.2 Submission Deadline**

- i) Bids must be submitted by the bidder PPRA online portal (<https://eprocure.gov.pk>) on/or before 19<sup>th</sup> November 2024, 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 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 on PPRA online portal (<https://eprocure.gov.pk>), shall be opened by CPPA-G publicly in the presence of bidders or their representatives who may choose to be present on 19<sup>th</sup> November, 2024, 11:30 AM. Technical Bid shall be rejected at opening, whose bid security in original is not being received by CPPA-G.
- ii) All Bidders who chose to be present in the technical bid opening will 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.
- 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:

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- 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 PKR (for lots except D, E, F & H for which currency is USD) 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 PPR 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. Whereas, Performance security for Lot C will be released after completion of one year of licensing.

### **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 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.

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## SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

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

#### 4.1 Equipment/Services/ Software Subscription Delivery

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

S. No	Milestone	Time Period
1	For Lots A, B	Within One Twenty Days (120) Days from date of Issuance of Purchase Order
2	For Lots C, D, E, F, G, H, I	Within Thirty Days (30) Days from date of Issuance of Purchase Order

### 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
<b>For Lot A, B</b>		
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
<b>For Lots C, D, E, F, G, H, I</b>		
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

#### 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

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- 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.

## 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
- 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 on legal stamp paper of at least rupees fifty (50) 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) Must have minimum annual turnover at least PKR 5 million in the last 3 years – Income Tax Returns for all lots except lot E & H
- xiii) The Refurbished, Grey smuggled products will be not accepted in any case.
- xiv) Manufacturer's authorization certificate/Letter (For Lots A, B, F, G only)
- xv) Valid Partnership Certificate for (Lot A, B, C, D, F, G only)
- xvi) for Lot I the bidder must have License from PTA to provide Telecommunication Services in Rawalpindi/Islamabad and its own Fiber Network in Rawalpindi/Islamabad.

#### 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 contract/purchase order will be awarded lot wise to the financially lowest bidder. In case if lowest financial value is tied between two or more bidders, contract 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:

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Sr.	Factors	Max. Score
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 on legal stamp paper of at least rupees fifty (50), 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 Lots A, B, F, G only).	Mandatory
	Principal valid Partnership certificate (For Lot A, B, C, D, F, G only)	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 except lot E & H	Mandatory
	Must have Office in Islamabad/Rawalpindi	Mandatory
	for Lot I the bidder must have License from PTA to provide Telecommunication Services in Rawalpindi/Islamabad and its own Fiber Network in Rawalpindi/Islamabad.	Mandatory
II.	<b>Company Profile</b>	
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.	<b>Annual Sales Turnover for Last Three Years for lots (A, B, C, D, F, G &amp; I)</b> <ul style="list-style-type: none"> <li>Annual Turnover equals or more than 35 million = 20 Points</li> <li>Annual Turnover equals or more than 20 million and less than 35 million = 15 Points</li> <li>Annual Turnover equals or more than 05 million and less than 20 million = 10 Points</li> </ul> <p>Note: Income Tax Returns for Last Three Years will be attached.</p> <b>Annual Sales Turnover for Last Three Years for lots (E &amp; H)</b> <ul style="list-style-type: none"> <li>Annual Turnover equals or more than 3 million = 20 Points</li> <li>Annual Turnover equals or more than 2 million and less than 3 million = 15 Points</li> <li>Annual Turnover equals or more than 01 million and less than 2 million = 10 Points</li> </ul> <p>Note: Income Tax Returns for Last Three Years will be attached.</p>	Max (20)
IV.	<b>For lots A, B, C, D, F, G &amp; I:</b> <b>List of Projects</b> 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"> <li>Equals or more than 3 million and less than 5 million (10 marks)</li> <li>Equals or more than 5 million and less than 7 million (15 marks)</li> <li>Equals or more than 7 million (20 marks)</li> </ul> <b>For Lot E &amp; H:</b> <b>List of similar projects</b> the bidder has done or is doing since last Three (3) years.	Max (20)

	<p>The projects name, client name, address, contact person name, contact numbers and documentary evidences of projects are required.</p> <ul style="list-style-type: none"> <li>• Equals or more than 0.2 million and less than 0.5 million (10 marks)</li> <li>• Equals or more than 0.5 million and less than 0.7 million (15 marks)</li> <li>• Equals or more than 0.7 million (20 marks)</li> </ul>	
V.	<p><b><u>For Lots A, B, F, G:</u></b>  <b>Qualified staff to execute this project for CPPA, residing in Islamabad / Rawalpindi. (must attach valid certificates)</b></p> <ul style="list-style-type: none"> <li>• Certified with Similar Product, per resource = 20 points</li> </ul> <p><b><u>For Lots C, D, E, H &amp; I:</u></b>  <b>Qualified &amp; Experienced staff to execute this project for CPPA, residing in Islamabad / Rawalpindi. (must attach valid documents)</b></p> <ul style="list-style-type: none"> <li>• Qualified &amp; Experienced Engineer/Technician, per resource = 10 Points</li> </ul>	(Max. 40)
	<b>Max. score</b>	100

**LOT A: TECHNICAL SPECIFICATIONS- LAPTOPS/  
WORKSTATION**

<b>LAPTOP COMPUTERS (Professional Series)</b>			
<b>Brands</b>	<b>Business Series: (High-end Business Series) Lenovo ThinkPad, HP Elite Book or Equivalent Internationally top recognized brands</b>		
<b>S. No.</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Est. QTY</b>
1	Processor	Intel® Core Ultra 7 processor 155H 16C (6P + 8E + 2LPE) / 22T Max Turbo up to 4.8 Ghz	29
	Chipset	Intel SoC Platform	
	Display	At least 15.6" diagonal FHD anti-glare or higher	
	RAM	16GB (1x16GB) DDR5 5600 SODIMM Memory or higher upgradeable upto 64GB	
	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	
	Camera	Integrated FHD 1080p with Privacy Shutter	
	Keyboard	Spill resistant Keyboard with Backlit English,	
	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	65Watt AC power adapter or better, At Least 56 Whr or more Battery but Backup Min 6 Hours	
	OS Version	Windows 11 Pro 64bit Preinstalled	
	Carrying Case	Brief Case Original	
Antitheft Lock	Cable Lock		
<b>NOTE: 03 (three) Years Parts/Labor OEM On-Site warranty for all components (3/3/0) with supplier on-site support.</b>			

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<b>Workstation (Graphics Series)</b>			
<b>Brands</b>	<b>Workstation: (High-end Graphics Series) Lenovo, HP or Equivalent Internationally top recognized brands</b>		
<b>S. No.</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Est. QTY</b>
1	Processor	Intel Core i9 13900-K (base clock 3.8 Ghz turbo boost 5.7 Ghz) 16 Core, or Higher	1
	Chipset	Intel Platform	
	Screen	At least 32" diagonal FHD anti-glare or higher (non-curved)	
	RAM	128 GB DDR5 5600 SODIMM Memory or higher upgradeable upto 64GB	
	Hard Disk	Min. 1 TB SSD M.2 2242 PCIe® 4.0x4 NVMe® Opal 2.0 or Higher	
	Graphics	NVIDIA T1000 8 GB 4mDP Graphics	
	Keyboard	USB Wired Keyboard	
	Mouse	USB Wired Mouse	
	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	
	OS Version	Windows 11 Pro 64bit Preinstalled	
<b>NOTE: 03 (three) Years Parts/Labor OEM On-Site warranty for all components (3/3/0) with supplier on-site support.</b>			



**LOT B: TECHNICAL SPECIFICATIONS- UPGRADE OF  
EXISTING HYPERCONVERGED INFRASTRUCTURE (HCI)  
CLUSTER**

S#	General Requirements (Non-Compliance shall lead to the rejection of Bids)
1	Must Be Listed in Gartner Magic Quadrant for Hyper-Converged Infrastructure Software
2	Must Be Compatible with Any Brand of Intel x86 Architecture Hardware Servers
3	Must Have OEM Presence in Pakistan for Minimum 03 Years or more
4	Partner must Have Minimum 05 HCI Deployments in with the required components i.e. Compute Virtualization, Storage Virtualization and Network Virtualization
5	Must Quote 03 Years 24/7 Technical Support S&S
6	Must Quote Onsite Installation and Configuration by OEM
7	Must Quote Training and Certification for 3 Participants by OEM
8	OEM reference is mandatory for ERP Solutions running on their virtualization

<b>ITEM NO. 01</b>	<b>VIRTUALIZATION MANAGEMENT LICENSE FOR HCI</b>	<b>02</b>
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S#	Technical Description, Specifications and Standards Required
1.1	Proposed Solution must provide High Availability / Redundancy for Virtualization Management Platform on DR Site in case of any disaster.
1.2	Proposed Solution must Support Management for Existing Virtual Machines on VMware Platform for single window management.
1.3	Proposed Solution must support to create and manage local Users with Role Based Access and Permission Control.
1.4	Proposed Solution must provide Web Browser based Management Console.
1.5	Proposed Solution must provide complete visibility and centralized management / control of the Virtualization Platform.
1.6	Proposed Solution must provide capability to scale up to 64 nodes or better.

<b>ITEM NO. 02</b>	<b>HYPERVISOR (Compute Virtualization)</b>	<b>12</b>
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S#	Technical Description, Specifications and Standards Required
2.1	Proposed Solution should be highly redundant providing capability for the VMs to restart on another node in case of any Node failure in the Cluster.
2.2	Proposed Solution must provide VM Snapshot capability to revert back to previous point in time in case a failure or system error occurs.
2.3	Proposed Solution must provide VM Clone capability for creating cloned instances from source VM for testing or any other purposes.
2.4	Proposed Solution must provide VM vMotion capability to Live migrate VMs to any nodes in the Cluster without any downtime.
2.5	Proposed Solution must provide the capability to automatically hot-add resources including vCPUs and Memory real-time based on VM contention.
2.6	Proposed Solution must provide automated Resource Scheduling and Load Balancing capability for balanced performance on all nodes across the cluster.
2.7	Proposed Solution must provide Distributed Switch capability to configure and administer switching for the entire Cluster.
2.8	Proposed Solution must provide Hardware Health Check capability to Monitor CPU, Memory, Network Interface Card, Hard Drive and RAID Controller etc.

<b>ITEM NO. 03</b>	<b>STORAGE VIRTUALIZATION</b>	<b>12</b>
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S#	Technical Description, Specifications and Standards Required
3.1	Proposed Solution must be from the same Vendor as the Hypervisor.

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3.2	Proposed Solution must provide both “2 Copies” and “3 copies” options for data redundancy to be selected from while initial configuration of Virtual Storage.
3.3	Proposed Solution must provide Data Striping capability with flexible stripe width.
3.4	Proposed Solution must provide Data-At-Rest Encryption (In-Built) for VM Data Security without using any specialized Hardware such as Self-Encrypting Drives (SEDs).
3.5	Proposed Solution must provide SSD based Read Caching and Write Buffer capability to improve the performance of the I/O.
3.6	Proposed Solution must provide Data Balancing capability to more evenly distribute the data across the devices to achieve a balanced distribution of resources.
3.7	Proposed Solution must provide Automated Data Rebuilding capability to restore redundancy in case of any Disk or Node Failure.

<b>ITEM NO. 04</b>	<b>NETWORK VIRTUALIZATION</b>	<b>12</b>
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S#	Technical Description, Specifications and Standards Required
4.1	Proposed Solution must be from the same Vendor as the Hypervisor.
4.2	Proposed Solution must provide capability to display Virtual Datacenter Network Topology for easy Management and Troubleshooting.
4.3	Proposed Solution must provide capability for L2 bridging with Physical Environment for Network connectivity of Internal workloads with Physical Network.
4.4	Proposed Solution must provide capability to manage Switching and Routing of Internal workloads by providing Virtual Switches and Virtual Routers. Routing of External Physical / Virtual Workloads should also be managed by the Virtual Router.
4.5	Proposed Solution must provide Micro-Segmentation / Distributed Firewalling feature for isolation of East-West Traffic between VMs.
4.6	Proposed Solution must provide capability to display Network Traffic Flow in Real-Time.
4.7	Proposed Solution must provide complete Network Visualization of Virtual Network.
4.8	Proposed Solution must provide capability for Network Quality of Service (QOS).

<b>ITEM NO. 05</b>	<b>VM BACKUP SOLUTION</b>	<b>All VMs on Nodes</b>
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S#	Technical Description, Specifications and Standards Required
5.1	Proposed Solution must be fully Compatible with Compute Hypervisor
5.2	Proposed Solution must provide the capability to take Full / Incremental level VM Backups.
5.3	Proposed Solution should be licensed in a manner to take backups of every VM in the Cluster regardless on which physical Node it resides on.
5.5	Proposed Solution must provide Automated Scheduling for Backups based on Hourly, Daily, weekly etc. scheduling.
5.6	Proposed Solution must support to configure Internal Virtual Storage, External SAN or NAS to be Backup repository for Storing Virtual Machine Backups.
5.7	Proposed Solution must support Industry’s common storage protocols such as iSCSI, FC or Network File Sharing (NFS).

<b>ITEM NO. 06</b>	<b>Server Specifications</b>
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Item Name	Server Specifications
<b>Hyper-Converged Infrastructure (Servers)</b>	<p><b>Dual Socket 2U Rack Mounted Server (Total 06 Units)</b></p> <ul style="list-style-type: none"> <li>• Must Have Minimum 8 x 3.5” Disk Slots Chassis or higher</li> <li>• Must Have Minimum 2 x 6430(2.1GHz/32Cores/60MB/270W)</li> <li>• Must Have Minimum (512GB) 08x 64GB 2Rx4 DDR5-4800B RDIMM Memory</li> <li>• Must Have 2x 480GB SATA RI M.2 SSD Module for OS Purpose or equivalent</li> <li>• 10 PCIe Standard Slots (6 PCIe5.0 and 4 PCIe4.0) and 2 Onboard OCP 3.0 Slots</li> <li>• Standard: 1 VGA Rear Port, 3 USB 3.0 Ports (1 Front, 2 Rear), 1 USB 2.0 Internal Port, 1 Management Port</li> </ul>

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		<ul style="list-style-type: none"> <li>• Must Have 2 x 1.92TB 12Gbps Enterprise RI SSD Disk (For Cache)</li> <li>• Must Have 3 x 8TB 12G SAS 7.2K 3.5in EM HDD (For Data)</li> <li>• Must Have 1 x RAID Controller 4GB NV Cache (12Gbps)</li> <li>• Must Have 4 x 10G SFP+ Interface with Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 5M</li> <li>• Must Have 4x 1G Ethernet port</li> <li>• Integrated Remote Access Controller</li> <li>• Must Have Dual Redundant Power Supply</li> <li>• Sliding Rails with Cable Management Arm, Security Bezel</li> <li>• Should support OS Microsoft Windows Servers 2016, 2019, 2022 RHL 6 and above, VMWare vSphere (ESXi) SANGFOR HCI.</li> <li>• Three (03) Years comprehensive Warranty</li> <li>• OEM Must have local Office along With Local OEM Support Team and Local Warehouses in ISB, LHR &amp; KHI</li> </ul>
07	Training	<b>Must Quote Training and Certification for 3 Participants by OEM</b>

**LOT C: TECHNICAL SPECIFICATIONS- MICROSOFT  
LICENSES (PERPETUAL)**

<b>S. No.</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Est. QTY</b>
1	SQL Server Database License for High Availability	Perpetual Licenses	1
2	DPA Monitoring and SQL Sentry tools for MMS database monitoring		1
3	Microsoft Visual Studio 2022 or Latest		4

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**LOT D: TECHNICAL SPECIFICATIONS- MICROSOFT  
LICENSES-SUBSCRIPTION BASED**

<b>S. No.</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Est Quantity</b>
1	Power BI Premium Account (Twelve Users)	Annual Subscription	Annual agreements upto three agreement years. Initially for one agreement year extendable annually upto two more agreement years after satisfactory performance evaluation by CPPA at the end of each agreement year.
2	Microsoft Viva Plan (Five Users)		

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**LOT E: TECHNICAL SPECIFICATIONS- LICENSE ANNUAL  
SUBSCRIPTION**

<b>Sr No.</b>	<b>Description</b>	<b>Quantity</b>	<b>SUBSCRIPTION DURATION</b>
1	Telerik Devcraft Complete (Upgrade to Latest version)	1	Annual agreements upto three agreement years. Initially for one agreement year extendable annually upto two more agreement years after satisfactory performance evaluation by CPPA at the end of each agreement year.

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**LOT F: TECHNICAL SPECIFICATIONS- DELL OEM  
SUPPORT RENWAL**

<b>Sr No.</b>	<b>Description</b>	<b>Quantity</b>	<b>SUPPORT DURATION</b>
1	Dell R740 Server OEM Support Renewal (ProSupport) (Service Tag: 2BMKVP3)	1	Annual agreements upto three agreement years. Initially for one agreement year extendable annually upto two more agreement years after satisfactory performance evaluation by CPPA at the end of each agreement year.

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**LOT G: TECHNICAL SPECIFICATIONS- HCI SOFTWARE  
SUPPORT RENEWAL**

Sr No.	Description	Quantity	Support Renewal duration
1	Support Renewal for Existing Sangfor Cluster	06 (Sockets)	Three (03) Years (CONTRACT ID: 20201127A0000172)

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**LOT H: TECHNICAL SPECIFICATIONS- WEB HOSTING SERVICES**

<b>Sr No.</b>	<b>Description</b>	<b>Quantity</b>	<b>SUBSCRIPTION DURATION</b>
1	GoDaddy Web Hosting Service (VPS Hosting) * Gen4 VPS Linux 4 CPU - * Website Security - Standard -	1	Annual agreements upto three agreement years. Initially for one agreement year extendable annually upto two more agreement years after satisfactory performance evaluation by CPPA at the end of each agreement year.
2	GoDaddy Web Hosting Service (VPS Hosting) * Self Managed VPS Windows 4 vCPU / 8 GB RAM * Plesk Web Host Edition * Website Security - Standard	1	

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**LOT I: TECHNICAL SPECIFICATIONS-  
(INTERNET/EMAIL/P2P/IP POOL) & HOST BASED  
EXCHANGE SOLUTION**

<b>FTTH NEWTORK BASED CONNECTIVITY WITH LOCAL SUPPORT SERVICES</b>			
<b>Sr No.</b>	<b>Item</b>	<b>Description</b>	<b>Est QTY</b>
<b>One Time Cost</b>			
Any associated onetime cost for enabling Internet services, P2P Link must be mentioned separately			
<b>Monthly Recurring Charge Basis</b>			
1	Internet Bandwidth (Monthly Cost)	All terms and condition mentioned in Draft of Agreement to be signed between Successful bidder and CPPA-G (see Annex-D/Lot I) Service provider must have following capabilities: Fixed Line telephony services - (Telephony Services) Public data and private network services, including leased line, switched data, broadband, IP and Internet access service – AddOn Services (DNS Hosting, IP's, Phone, Cable Network, IPLC, MPLS, Data Center, etc.) Alternate Links in Backbone e.g. TW, PTCL, etc. 24/7 Support and services Co-location facilities and Point to Point services Corporate Voice services provider like HOSTEX, SIP, PRI Point to Point fiber based solution provider MPLS, DPLC VAS services provider Anti-Virus solution, Security Surveillance	100 Mbps CIR
2	Mbps P2P Link (Fiber) Monthly Cost	Site A Shaheen Plaza Blue area Islamabad and Site B Media Town	1
3	Professional Business E-mail Accounts Licenses (Per annum Cost)	<b>Minimum Dedicated Server Specification for e-mail hosting:</b> Core: 8, RAM: 16 GB, Storage: 6 TB SSD, 1 Dedicated live/public IP, Data Volume per Month: Unlimited, Bandwidth: with 100 Mbps outbound, 24/7 Support, <b>Security Management and support</b> (E-mail Server Management, E-mail Server Support, OS Hardening, Check logs for utilization and any abnormal trends, Checking of Audit logs for Security Breach etc, Critical Service logs check and audit, Detailed Online Web Statistics, WAF, DOS/DDOS protection. SSL certificates, Raw Access log of CDN / Edge Network, 60 Sec Edge Cache Refresh, Server should have Inline DDOS Protection Capability, 5 Minute Resolution time for any attack incident, Signature Based and Signatureless Malware Protection, Device Control, Application	Total =350 E-mail Accounts

*F. Nawaz*

		Control, Host Based IPS (Full Features), Virtual Patching (Full Features), Web/URL Reputation Engine) <b>(Adaptive Scanning Engine) Anti-Spamming Solution required for Email Accounts</b> (Global threat intelligence, Reputation filtering, Spam protection, Forged email detection, Secure Email Phishing Defense, Virus defense Malware Defense and Cisco Threat Grid, URL-related protection and control, <b>Management and Support:</b> (24/7 Support via calls, email and ticketing system, Server Security Management and support, Web server and OS level Management, Web Server OS Hardening, Check logs for utilization and any abnormal trends, Checking of Audit logs for Security Breach etc., Critical Service logs check and audit, Emails troubleshoot, management and support)	
4	Internal Exchange Services (Per Month Cost)	Virtual PABX Exchange Services through ATA switches including allied cabling and ducting <b>Note: Existing Infrastructure is Using CISCO 8 Port Analog Telephone Adapters (ATAs)</b> <b>Service provider must use the existing infrastructure.</b>	200 Lines
<b>Annual Charges</b>			
5	Live IP Pools (Per Month Cost)	Two Live IP Pool containing 8 IPs (including whitelisting with PTA cost if any per IP)	2
<p><b>Note: 1.</b> Prices must be quoted on monthly/Annual basis; however, contract will be awarded on yearly basis extendable upto three agreement year, based upon satisfactory performance and may be terminated on three months notice.</p> <p><b>Note: 2.</b> For services / problems issues beyond <b>Successful Bidder</b> CPE (ONT+ Router), Customer will pay applicable value-added services charges (VAS) per visit of <b>Successful Bidder</b> Technical team. VAS rate will be per visit.</p>			

**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

<b>Required Documentation (To Be Filled by the Procuring Agency)</b>	<b>Checklist (To be initialed by the Bidder against each document)</b>	<b>Relevant Page Number in the Bid (To be filled by the Bidder)</b>	<b>Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</b>
<b>*Column:1</b>	<b>*Column:2</b>	<b>*Column:3</b>	<b>*Column:4</b>
Registration/Incorporation/Business Certificate			
NTN Certificate			
GST Certificate			
On Active Taxpayers List of FBR			
Affidavit on legal stamp paper of at least rupees fifty (50) 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 Lots A, B,F,G only)			
The bidder should be the partner of the quoted brand (For Lots Lot A, B, C, D, F & G only)			
Income Tax Returns for last three years must be attached			
Complete Company profile			
A list showing the location of head office along with those of branch offices.			
Company past experience List i.e. Minimum have Three Years' in supplying and installation of Computer Hardware, Software & IT equipment, Services for all lots (Documentary Evidences Must be attached)			
CVs of Technical Resources and their Certificates if any			
Bid Validity period of 120 days			
For Lot I the bidder must have License from PTA to provide Telecommunication Services in Rawalpindi/Islamabad and its own Fiber Network in Rawalpindi/ Islamabad.			
bid security uploaded on PPRA online portal			

- \* 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.

*F. Nawaz*

Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

F. Newaz

### ***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)

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

*F. Nawaz*



## ***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 & H Year Wise (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) 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)						

### **For Lot I Year Wise (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) if applicable**

S.#.	Name of the Item	Per Month/Per annum 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 PKR except Lot D,E,F & H which is in USD.

*F. Nawaz*

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

-----

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

*F. Nawaz*

## ANNEXURE-C: GENERAL CONDITIONS OF CONTRACT

<b>1. Definitions</b>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li> <li>(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.</li> <li>(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.</li> <li>(e) “GCC” means the General Conditions of Contract contained in this section.</li> <li>(f) “SCC” means Special Conditions of the Contract.</li> <li>(g) “The Purchaser” means the organization purchasing the Goods, as named in the SCC.</li> <li>(h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>(i) “The Project Site”, where applicable, mean the place or places named in the SCC.</li> <li>(j) “Day” means calendar day.</li> </ul>
<b>2. Application</b>	<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>
<b>3. Standards</b>	<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>
<b>4. Inspections and Tests</b>	<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>

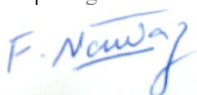
*F. Newaj*

	<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>
<b>5. Packing</b>	<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>
<b>6. Delivery and Documents</b>	<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 &amp; delivery charges, insurances &amp; warranties, if any, etc.</p>
<b>7. Transportation</b>	<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>
<b>8. Warranty</b>	<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>
<b>9. Payment</b>	<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>
<b>10. Prices</b>	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.
<b>11. Change Orders</b>	<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"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of packing;</li> <li>(c) the place of delivery.</li> </ul> <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>
<b>12. Contract Amendments</b>	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>13. Assignment</b>	13.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.
<b>14. Delays in the Supplier's Performance</b>	<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>
<b>15. Liquidated Damages</b>	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.
<b>16. Termination for Default</b>	<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"> <li>(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</li> </ul>

	<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>
<b>17. Force Majeure</b>	<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>
<b>18. Resolution of Disputes</b>	<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>
<b>19. Governing Language</b>	<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>
<b>20. Applicable Law</b>	<p>20.1 The Contract shall be interpreted in accordance with the laws of the country.</p>
<b>21. Notices</b>	<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.
<b>22. Taxes and Duties</b>	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 D/E/F/G/H: AGREEMENT FOR SUPPORT/SUBSCRIPTION  
RENEWAL**

**Agreement for SUPPORT/SUBSCRIPTION RENEWAL  
Title of Lot (D/E/F/G/H)**

**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 bids under the Single Stage – Two Envelope method (i.e. with technical and financial bids submitted separately) from the potential bidders for the provision of **Title Of Lot (C/D/E/F/G/H/I)**. 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 **Title Of Lot (C/D/E/F/G/H/I)** of the CPPA-G, Islamabad by the Contractor with the full understanding and realization of the Scope of Work (detailed in Annexure: I). 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: II. 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 IT Department of CPPA-G 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/Subscription services. 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 CPPA-G (at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year.

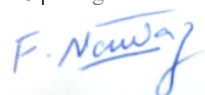
**10. GOVERNING LAW OF THE AGREEMENT**

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	
Name:	Name:
Address:	Address:
CNIC:	CNIC:
Designation:	Designation:



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

## Annexure: I

### 1. SCOPE OF WORK

M/S SUCCESSFULL BIDDER (the “Contractor”) will provide the Title of Lot Support/Subscription renewal at the CPPA-G Islamabad as per below.

BoQ of Lot (D/E/F/G/H/I)					
S. No.	ITEM	Contract ID	Est. QTY	Agreement Years	Price Currency

### 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	
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"> <li>• Available 24 hours a day, 7 days a week;</li> <li>• For Priority Critical, to respond within 30 minutes;</li> <li>• For Priority Major, to respond within 60 minutes;</li> <li>• For Priority Minor, to respond within 3 hours.</li> </ul>

**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: I upon receipt of notice thereof by the Support Contact of the Contractor as per clause 2 of this Annexure: I.
- 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: I 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: I.
- 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 provision of all supplied Support/Subscription Software/hardware 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. Provision of 1 Year Support (Maximum 3 years) backed up by Principal as an authorized partner for Central Power Purchasing Company (CPPA).
- 6.14. 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.
- 6.15 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: II

### 1. FIXED PAYMENT FORM

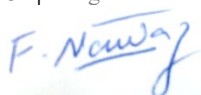
First Agreement Year	
ITEM	Price per Year (USD/PKR)
	_____
Second Agreement Year	
ITEM	Price per Year (USD/PKR)
	_____
Third Agreement Year	
ITEM	Price per Year (USD/PKR)
	_____

*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 for Lots (D, E, F, H)
- iii) for lot I is in PKR and Payment will be on monthly basis.
- iv) 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, Support/Licenses 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 2<sup>nd</sup> & 3<sup>rd</sup> 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.

**ANNEX-D/LOT I AGREEMENT**

**Service Level Agreement (“SLA”)**

**between**

**M/S Successful Bidder**

**&**

**Central Power Purchasing Agency (Guarantee) Limited**

**For Internet (FTTH CIR), P2P Link, Live IP Pools, Voice (Host based Internal Exchange) and  
E-mail Services**

This Service Level Agreement (“SLA”) is made on DD-MM-YYYY

Between

**M/S Successful Bidder (“ISP”)**, a company registered under the laws of Pakistan, having its registered office at **M/S Successful Bidder Address**, Pakistan (hereinafter referred to as "ISP" and/or “**M/S Successful Bidder**”)

AND

CPPA-G, having its registered office at Shaheen Plaza, Plot 73-A West, Fazl-ul-Haq Road, Blue Area, Islamabad, hereinafter referred to as the “Customer”

“Whereas the ISP is engaged in the business of providing Internet and data Services (ISP), and is desirous to provide such ISP services to the Customer

Whereas the Customer has agreed to avail these services as per the terms and conditions of this agreement.



Now This Agreement Witnesseth that it has been agreed between the parties as follows:”

*F. Newby*

## 1. DEFINITIONS

- **“Fault”** means failure to meet the applicable service level set out in this SLA.
- **“Business Day”** means a day other than Saturday or Sunday or a public holiday in Pakistan.
- **“Planned Works”** means maintenance, service configuration, migration or upgrading of any of the Services scheduled by ISP or its service partners.
- **“Recurring Charges”** means the charges payable by the Customer to ISP under the Agreement that are recurring on a periodical basis.

## 1.1 MONTHLY/ANNUAL RECURRING CHARGES & SERVICES

This agreement is signed between M/S Successful Bidder and CPPA-G Islamabad

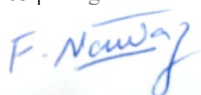
### Bill of Quantity

<b>FTTH NEWTORK BASED CONNECTIVITY WITH LOCAL SUPPORT SERVICES</b>			
Sr No.	Item	Description	Est QTY
<b>One Time Cost</b>			
Any associated onetime cost for enabling Internet services, P2P Link must be mentioned separately			
<b>Monthly/Annual Recurring Charge Basis</b>			
1	Internet Bandwidth (Monthly Cost)	All terms and condition mentioned in Draft of Agreement to be signed between Successful bidder and CPPA-G (see Annex-D/Lot I) Service provider must have following capabilities: Fixed Line telephony services - (Telephony Services) Public data and private network services, including leased line, switched data, broadband, IP and Internet access service – AddOn Services (DNS Hosting, IP's, Phone, Cable Network, IPLC, MPLS, Data Center, etc.) Alternate Links in Backbone e.g. TW, PTCL, etc. 24/7 Support and services Co-location facilities and Point to Point services Corporate Voice services provider like HOstex, SIP, PRI Point to Point fiber based solution provider MPLS, DPLC VAS services provider Anti-Virus solution, Security Surveillance	100 Mbps CIR
2	Mbps P2P Link (Fiber) Monthly Cost	Site A Shaheen Plaza Blue area Islamabad and Site B Media Town	1
3	Professional Business E-mail Accounts Licenses (Per annum Cost)	<b>Minimum Dedicated Server Specification for e-mail hosting:</b> Core: 8, RAM: 16 GB, Storage: 6 TB SSD, 1 Dedicated live/public IP, Data Volume per Month: Unlimited, Bandwidth: with 100 Mbps outbound, 24/7 Support, <b>Security Management and support</b> (E-mail Server Management, E-mail Server Support, OS Hardening, Check logs for utilization and any abnormal trends, Checking of Audit logs for Security Breach etc, Critical Service logs check and audit, Detailed Online Web Statistics, WAF, DOS/DDOS protection. SSL certificates, Raw Access log of CDN / Edge Network, 60 Sec Edge Cache Refresh, Server should have Inline DDOS Protection Capability, 5 Minute Resolution time for any	Total =350 E-mail Accounts

		<p>attack incident, Signature Based and Signatureless Malware Protection, Device Control, Application Control, Host Based IPS (Full Features), Virtual Patching (Full Features), Web/URL Reputation Engine)</p> <p><b>(Adaptive Scanning Engine) Anti-Spamming Solution required for Email Accounts</b></p> <p>(Global threat intelligence, Reputation filtering, Spam protection, Forged email detection, Secure Email Phishing Defense, Virus defense Malware Defense and Cisco Threat Grid, URL-related protection and control,</p> <p><b>Management and Support:</b> (24/7 Support via calls, email and ticketing system, Server Security Management and support, Web server and OS level Management, Web Server OS Hardening, Check logs for utilization and any abnormal trends, Checking of Audit logs for Security Breach etc., Critical Service logs check and audit, Emails troubleshoot, management and support)</p>	
4	Internal Exchange Services (Per Month Cost)	<p>Virtual PABX Exchange Services through ATA switches including allied cabling and ducting</p> <p><b>Note: Existing Infrastructure is Using CISCO 8 Port Analog Telephone Adapters (ATAs)</b></p> <p><b>Service provider must use the existing infrastructure.</b></p>	200 Lines
<b>Annual Charges</b>			
5	Live IP Pools (Per Month Cost)	Two Live IP Pool containing 8 IPs (including whitelisting with PTA cost if any per IP)	2
<p><b>Note: 1.</b> Prices must be quoted on monthly/Annual basis; however, contract will be awarded on yearly basis extendable upto three agreement year, based upon satisfactory performance and may be terminated on three months notice.</p> <p><b>Note: 2.</b> For services / problems issues beyond <b>Successful Bidder</b> CPE (ONT+ Router), Customer will pay applicable value-added services charges (VAS) per visit of <b>Successful Bidder</b> Technical team. VAS rate will be per visit.</p>			

**Payment Plan**

ITEM	Cost Per Month/Per Annum	Applicable Taxes	Total Price Month/Per Annum (PKR)	Total PRICE Per Annum in (PKR)
<b>First, Second &amp; Third Agreement Year</b>				
100 Mbps CIR Bandwidth (Per month)				



E-mail Services (Per Annum)				
P2P (per Month)				
IP Pool (Per Month)				
Host Based Exchange 150 Users (Per month)				
<b>Total Contract Value for First, Second &amp; Third Agreement Year</b>				

- i) All terms and conditions mentioned in Purchase Order # \_\_\_\_\_  
Dated: \_\_\_\_\_ will remain intact
- ii) For services / problems issues beyond **M/S SUCCESSFUL BIDDER** CPE (ONT+ Router), Customer will pay applicable value added services charges (VAS) per visit of **M/S Successful Bidder** Technical team. VAS rate is Rs. \_\_\_\_\_ - per visit.
- iii) Payment will be made within 30 days of every month (in advance), as per BoQ clause 1.1 of this agreement for respective agreement year

All the payments will be made through cross cheque after deduction of Govt. taxes in favor of **M/S Successful Bidder**.

## 2. AVAILABILITY

### 2.1. IP GUARANTEE

**Network Latency:** Round Trip Delay (RTD) is defined as the time taken for a packet to travel from the source ISP router to the destination first router of ISP Foreign Service provider, and back again. RTD statistics are collected using SNMP ping probes within the network. Data size is 64 bytes, timeout is 3 seconds, and the frequency is 120 seconds. As ISP doesn't have any control on Internet backbone service provider's interfaces or network and also on the far end service provider's interfaces and network, ISP will provide RTD committed in the following table on best effort basis.

<b>Destination</b>	<b>Maximum latency (Monthly Average)</b>
1st hop of upstream provider in Europe	200 ms
1st hop of Upstream provider in North America	400 ms

ISP measures the latency of core areas of its Internet network using data collected by pings via the Internet Control Message Protocol.

**Network Packet Delivery:** ISP's Internet Network Packet delivery will be 99.5% or greater between ISP and its Internet Backbone Provider on best effort basis. Packet Delivery shall be measured by averaging sample measurements taken during a calendar month between customer router directly connected to ISP and a designated router of ISP.

## 2.2. AVAILABILITY OF ORDERED SERVICES PHYSICAL LAYER CONNECTIVITY

**M/S SUCCESSFUL BIDDER** will make all efforts to ensure maximum uptime on the last mile physical layer connectivity from **M/S SUCCESSFUL BIDDER** PoP to ONT's installed at customer premises. In case of any downtime on last mile connectivity, ISP guarantees up time of 99.5% without active backup configuration in a calendar month.

Circuit availability percentage would be calculated as per following:

$$\text{Availability} = \frac{((\text{Total time per month}) - (\text{Sum of all Unavailable time in a month}))}{(\text{Total time per month})} \times 100$$

### 2.3. AVAILABILITY OF ORDERD SERVICES

For all ordered services (Internet, E-mail, P2P, voice, IP pool). **M/S Successful Bidder** will ensure 99.5% uptime without active backup configuration in a calendar month.

Service provider will be responsible to provide e-mail data to CPPA-G on demand. E-mails replication to a cloud based server provided by CPPA-G may be sent as per need bases



### 3. PLANNED WORKS

ISP will, where possible, give the Customer not less than 2 Business Days' notice of any Planned Works. However, ISP will give the Customer not less than 12 Hours notice of any Planned Works that will result in Service Unavailability. Notwithstanding any notice clause in the Agreement such notices may be given via email or fax or such other means as ISP deems appropriate.

#### 4. FAULT REPORTING PROCESS

- a. Any Faults should be reported to Service Provider's Customer Service Desk which is open 24 hours a day, 7 days a week. Service Provider's customer service desk can be contacted on:

Tel No of M/S Successful Bidder:

Email: \_\_\_\_\_

<b>Escalation Level</b>	<b>Name/Designation</b>	<b>Time</b>	<b>Contact Details</b>
First –		Immediate	Phone Number of M/S Successful Bidder e-mail address:
Second -		As per requirement	Phone Number of M/S Successful Bidder e-mail address:

- b. Upon receiving such report, Service Provider’s customer service desk will provide the Customer with a trouble ticket number (“Trouble Ticket”). Such number must be given for any subsequent enquiries made by the Customer on the reported Fault.
- c. The Customer shall provide the necessary information and cooperation required by ISP to enable ISP to diagnose and remedy the Fault.

## 5. GENERAL TERMS & CONDITIONS

- a. Failures, interruptions, defects or delays affecting any Unit due to any of the following shall not count towards the calculation of Availability:
- Customer requesting ISP to test the link in question although no fault has been detected or reported;
  - Failure on behalf of Customer to provide access to Services Equipment or equipment installed by ISP at a Customer Site for ISP or its agents upon being requested to do so by ISP for the purposes of investigating and rectifying any fault
  - The Unit being modified or altered in any way at Customer's request;
  - Any Force Majeure event;
  - Any interruptions resulting from defects or failures in the apparatus services or facilities provided by or operated on behalf of Customer;
  - Incomplete order information provided by the Customer to ISP that delays order acceptance;
  - A failure of Customer to provide access to apparatus or other equipment installed by ISP at a Site for the purposes of ISP(or its agents) investigating and rectifying any fault; and
  - A planned work outage required for scheduled maintenance, service configuration and network upgrades/migrations, and ISP has provided to Customer 48 hour prior notice of the planned work outage.
  - Emergency maintenance window duly with not less than 12 hours notice duly notified and agreed to by the customer. The frequency of emergency window will not exceed one per quarter.
  - Non-availability of Engineer and/or Technical Staff at customer site to coordinate with **M/S SUCCESSFUL BIDDER**'s staff;

- Incorrect or incomplete information provided by Customer which prevents ISP from completing the trouble diagnosis and Service restoration;
  - Any tempering or un-authorized access by the Customer to ONT, UPS, cabling and CPE within its premises.
  - Customer erroneous service configuration change(s) on its network equipment (Router/Access Servers/Firewall) resulting in the interruption of the service or improper cabling
- b. In the event of any dispute between ISP and Customer in respect of any Availability, delay of traffic or otherwise, customer shall retain the right in the first instance to determine the period of availability.
- c. The SLA shall cease to apply following the termination date of this Agreement.
- d. In the event of any dispute between the Parties in respect of a Service being available or otherwise, engineers of both Parties shall jointly determine the period of availability after analysis of network statistics, router logs, record of trouble tickets, etc., for the purpose of calculating any downtime due under the terms of this Service Level Agreement.

F. Newby

## 6. RESOLUTION OF DISPUTES:

- a. 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.

## 7. CONFIDENTIALITY

- a. ISP shall not divulge or communicate to any person (other than those whose right it is to know the same or with authority from the customer or as required by any government body) any trade secrets or information which are for the time being confidential to the Customer and are not in the public domain and the Data (the “Confidential Information”) which the ISP may have received or obtained during the term of this Agreement and/or as a consequence of provision of the Services. This restriction shall continue to apply after the termination of this Agreement for whatever cause without limit in point of time, but shall cease to apply to information or knowledge which may come into the public domain otherwise than through the unauthorized disclosure by or the fault of the ISP. The ISP undertakes to return to the Customer all materials, whether documentary or otherwise, together with copies thereof containing any Confidential Information and not to make copies of any of the above-mentioned documents or materials after termination of this Agreement.
  
- b. Where the Customer shall have obtained any Confidential Information from any third party under an agreement which includes any restriction on disclosure known or which is made known to the ISP, the ISP shall not without the prior consent in writing of the Customer at any time whether during the term of this Agreement or after its termination for whatever cause, infringe such restrictions.

## 8. ANCILLARY PROVISIONS

- a. If for any reason any provision of this Agreement is determined to be unenforceable, such adjudication shall in no way effect any other provision of this Agreement or the validity or enforcement of the Remainder of the agreement. The affected provision shall be modified or curtailed only to the extent necessary to bring it into compliance with applicable law.
- b. Customer agrees that ISP may, subject to prior notice to Customer, assign all or any of its rights hereunder in the event of a merger, consolidation or amalgamation into some other entity without changing the contents of this agreement. Customer shall be entitled to terminate the agreement and shall be refunded with the advance paid amount.
- c. This Agreement and the Schedules hereto constitute the entire and only agreement between the Parties with respect to the subject matter hereof and hereby terminates, cancels and supersedes any and all prior oral or written agreements, arrangements or understandings between the Parties. The Services to be undertaken and provided by the ISP for the Customer shall be so undertaken and provided only in accordance with the provisions of this Agreement and the Schedules hereto. This Agreement and the Schedules hereto may be varied or amended only by mutual consent of the Parties in writing.
- d. None of the provisions of this Agreement shall be considered waived by the Customer or **M/S SUCCESSFUL BIDDER** unless such waiver is given in writing by the Customer and agreed to by **M/S SUCCESSFUL BIDDER** or vice versa. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement unless expressly set forth in such waiver. All notices and communications hereunder or pursuant to any legal proceedings shall be made in writing (by registered mail, courier or fax) and shall be sent to the addresses of the Parties specified below or as each Party may communicate to the other in writing from time to time.



## 9. VALIDITY & RENEWAL

- a. 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 Signing of the Agreement. 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 SUCCESSFUL BIDDER as prescribed by CPPA-G.
- b. If M/S SUCCESSFUL 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. TERMINATION OF CONTRACT

CPPA-G has the right to terminate this contract on ninety days notice without providing any justification to the service provider. However, Service Provider may terminate the contract on ninety days notice with proper justification. CPPA-G has the right to accept or reject the request for termination of the contract based upon the justification provided.

## 11. VARIATION IN QUANTITIES

During the tenure of this Agreement, and any subsequent extensions thereto, there may be addition or deletion of quantities ordered. 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.

## **12. PERFORMANCE CERTIFICATE**

Performance certificate shall be issued by Chief Information Officer-CPPA-G or his authorized representative after the satisfactory completion of each agreement year.

## **13. FORFEITURE OF SECURITY/GUARANTEE (PERFORMANCE BOND)**

The CPPA-G will have the right to forfeit the security bond / performance guarantee:

- a. If M/S SUCCESSFUL BIDDER
  - i) Fails to Supply goods/Services within delivery period
  - ii) Commits any breach of contract
- b. If forfeiture of security bond / performance guarantee does not compensate for losses suffered due to non-delivery or breach of contract for any reason, the contracting officer will have right to forfeit other security deposits submitted by M/S SUCCESSFUL BIDDER

## 14. 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.
- ii) Satisfactory performance certificate (required after completion of first and second year)
- iii) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- iv) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal
- v) Annual / monthly Payment will be made within thirty (30) days of invoice submission date (in advance), as per BoQ clause 1 of this agreement for respective agreement year
- vi) In case of decrease or increase in taxes levied by the Government until the completion of agreement
  - Any benefit of exemption from or reduction in any prevailing and applicable taxes and duties shall be passed on to CPPA-G.
  - In case of increase in taxes, CPPA-G will be liable to pay accordingly

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST MENTIONED ABOVE.

**For and on behalf of**

**for and on behalf of**

**CPPA-G**

**M/S Successful Bidder**

\_\_\_\_\_

\_\_\_\_\_

**Name:**

**Name:**

**Designation:**

**Designation:**

**Witnesses:**

1. \_\_\_\_\_

1. \_\_\_\_\_

**Name**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Signature**

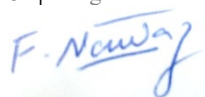
2. \_\_\_\_\_

2. \_\_\_\_\_

**Name**

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**Signature**

**Signature**