

**PAKISTAN REINSURANCE COMPANY  
LIMITED**  
(HEAD OFFICE KARACHI)

**BIDDING DOCUMENTS**

For

**NATIONAL COMPETITIVE BIDDING**  
(For Procurement of a New Server Machine for ERP  
Reinsurance Application)

**February, 2022**

### **INVITATION TO BID**

Pakistan Reinsurance Company Limited (PRCL) invites proposals/bids (Technical and Financial) from companies / firms / Authorized agents /Sole distributors / Business Partners of Manufacturers who are registered with income tax & sales tax department and listed on Active Tax Payer List (ATL) of FBR for Provision of a new server machine for ERP reinsurance application. Interested bidders may participate with following details:

<b>I.T Equipment</b>	<b>Quantity</b>
New Server Machine for ERP Reinsurance Application	01

- i. The instant tender is for provisioning for new server machine for ERP Reinsurance application at PRCL and after verification of equipment vendor will deliver the same to PRCL Head Office Karachi. PRCL reserves the right to test/ inspect the equipment anywhere (at ware house of supplier or at PRCL etc.) jointly with supplier team or independently through its technical team.
- ii. The detailed bidding documents can be downloaded from the website of PPRA [www.ppra.org.pk](http://www.ppra.org.pk) and PRCL [www.pakre.org.pk](http://www.pakre.org.pk).
- iii. The bids must accompany Bid Security of Rs.100,000/- (Refundable) in the shape of Pay Order/Demand Draft issued from a scheduled bank in favor of Pakistan Reinsurance Company Limited, Karachi.
- iv. Under Single Stage two envelop bidding method, sealed bids as per the instruction contained in bidding document must reach to undersigned latest by 00-02-2022 at 11:00 am. Technical Bids will be opened on the same day in presence of bidders at 11:30 am.
- v. This advertisement is also available on PPRA's website at [www.ppra.org.pk](http://www.ppra.org.pk) and on PRCL's website at [www.pakre.org.pk](http://www.pakre.org.pk)

Sd/-  
(Arhum Rahim)  
Head of Department (Admin & HR)

# **BIDDING DOCUMENTS**

**For**

## **NATIONAL COMPETITIVE BIDDING**

**(For New Server Machine for ERP Reinsurance Application)**

### **Part One**

- I. Instructions to Bidders (ITB)
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### **Part Two**

- I. Schedule of Requirements
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**Pakistan Reinsurance Company Limited**

## **Part One**

### **Section I Instructions to Bidders (ITB)**

**Instructions to Bidders (ITB)****A. Introduction**

- 1. Name of Procuring Agency and address**
  - 1.1 Pakistan Reinsurance Company Limited, PRC Towers 32-A Lalazar Drive M.T Khan Road, Karachi
- 2. Eligible Bidders**
  - 2.1 The Bidder(s) must have at-least three (03) years of experience of similar nature.
  - 2.2 The Bidder(s) must provide copies of supply orders to establish the required experience.
  - 2.3 The Bidder(s) must provide Authorized Distribution Certificate | Reseller | Partnership Certificate of designated principle.
  - 2.4 The Bidder(s) must provide NTN, GST registration number issued by Federal Board of Revenue/Sindh Revenue Board/other provincial Revenue Board if the bidder belongs to other provinces. Income Tax, General/provincial sales tax as applicable must be mentioned separately.
  - 2.5 Bidder(s) must provide the leaflets/ brochures/ catalogs of quoted products with the bid.
  - 2.6 Bidders shall not be under a declaration of blacklisted, ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1.A declaration on stamp paper of appropriate value as per **Annex-A** shall be submitted with technical bid.
  - 2.7 The firm(s) who had defaulted in its contract(s) awarded by PRC or any other Government entity is not eligible to participate in the tender. The firm who has not fulfilled their contractual obligation with PRCL shall also not be eligible to participate in the Bid, unless they clear their dues along with penalties or fulfill their contractual obligations with PRCL.
  - 2.10. The bidders should be on Active Tax Payers List (ATL) of FBR.
- 3. Cost of Bidding**
  - 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **4. Bidding Documents**

4.1 The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents, which include:

- (a) Invitation to Bid
- (b) Instructions to Bidders (ITB)
- (c) Bid Data Sheet (BDS)
- (d) General Conditions of Contract (GCC)
- (e) Special Conditions of Contract (SCC)
- (f) Schedule of Requirements
- (g) Technical Specifications
- (h) Bid Form and Price Schedules
- (i) Contract Form

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in any respect will be at the Bidder's risk and may result in the rejection of his bid.

### **5. Clarification of Bidding Documents**

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in Bid Data Sheet (BDS). The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives not later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents, directly from the Procuring Agency.

### **6. Amendment of Bidding Documents**

6.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment, without substantially changing nature of procurement.

6.2 All bidders that have purchased the bidding documents, from the Procuring Agency, will be notified of the amendment in writing which will be binding on them.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids and Bidding Procedure

- 7. Language of Bid** 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 8. Documents Comprising the Bid** 8.1 The bid prepared by the Bidder shall comprise of the following components:
- (a) a Bid Form, specifications and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and
  - (b) bid security furnished in accordance with ITB Clause 13.
  - (c) Single stage two envelope bidding procedure will be adopted.
- 9. Bid Form** 9.1 The Bidder shall complete the Bid Form (**Annex-B**) and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices.
- 10. Bid Prices** 10.1 The Bidder shall indicate on the appropriate Price Schedule (**Annex-C**) the unit prices (where applicable) and total bid price of the Goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e. inclusive of all applicable taxes, prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 10.4 The Bidder's separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- 10.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected. Two or more prices for a single item will be treated as non-responsive and will be rejected.
- 11. Bid Currencies** 11.1 Prices shall be quoted in **Pak Rupees or USD** unless otherwise specified in the Bid Data Sheet.
- 11.2 in case of USD, the rate of exchange into to PKR shall be the selling rate, prevailing on the date of opening of financial bids.

**12. Documents  
Establishing  
Bidder's  
Eligibility and  
Qualification**

12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of his bid, documents establishing the Bidder's eligibility to bid and his qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

(a) The Bidder meets the qualification criteria listed in the Bid Data Sheet.

**13. Bid Security**

13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(a) irrevocable en-cashable call-deposit/bank draft/pay order in name of the Procuring Agency given under ITB clause 13.1 of Bid Data Sheet.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 of the BDS will be rejected by the Procuring Agency as nonresponsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency pursuant to ITB Clause 14.

13.6 The successful Bidder's performance guarantee will be discharged upon the Bidder's successful supply of Goods duly acceptable to the Procuring Agency.

13.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) if a bidder is found indulged in fraudulent/ corrupt practices/concealment of facts ;

(c) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 30;

(ii) fails to deliver the Goods within stipulated time period as per Schedule of Requirements: Section: I – Part Two.

13.8 Performance guarantee will be required as given in Bid Data Sheet (BDS).



**14. Period of  
Validity of Bids**

- 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 14.2 In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to modify his bid.

**15. Format and  
Signing of Bid**

- 15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded (bound) and each page signed/stamped by authorized person.

**D. Submission of Bids**

**16. Sealing and  
Marking of Bids**

- 16.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 16.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
  - (b) bear the name indicated in the Bid Data Sheet, the Invitation for Bids title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.
- 16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

- 16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the bid will not be accepted.
- 17. Deadline for Submission of Bids**
- 17.1 Bids must be received by the Procuring Agency at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.
- 17.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 18. Late Bids**
- 18.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.
- 19. Modification and Withdrawal of Bids**
- 19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by fax or email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 19.3 No bid may be modified after the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

#### **E. Opening and Evaluation of Bids**

- 20. Opening of Bids by the Procuring Agency**
- 20.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance.
- 20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

- 20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 20.4 The Procuring Agency will prepare minutes of the bid opening.
- 21. Clarification of Bids**
- 21.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. 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.
- 22. Preliminary Examination**
- 22.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the 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 the Supplier does not accept the correction of the errors, the bid will be rejected, and bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 23. Evaluation and Comparison of Bids**
- 23.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The Procuring Agency's evaluation of a bid, further elaborated under Bid Data Sheet, will be on delivered duty paid (DDP) price inclusive of prevailing duties and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

**24. Contacting the  
Procuring  
Agency**

24.1 Subject to ITB Clause 21, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should be done in writing.

24.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**25. Qualification**

25.1 In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.

**26. Award Criteria**

26.1 Subject to ITB Clause 28, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**27. Procuring  
Agency's Right  
to Vary  
Quantities at  
Time of Award**

27.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**28. Procuring  
Agency's Right  
to Accept/  
Reject Bids**

28.1 The Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process and reject all bids at any time prior to acceptance of the bids, without thereby incurring any liability to the affected Bidder or bidders. The Procuring Agency will inform the affected Bidder or bidders of the grounds for the Procuring Agency's action, if so requested, but the Procuring Agency shall not be required to justify the grounds.

**29. Notification of  
Award**

29.1 Prior to the expiration of the period of bid validity/extended bid validity and subject to ITB Clause 29.3, the Procuring Agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.

29.3 The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.

**30. Signing of Contract**

30.1 At the same time as the Procuring Agency notifies the successful Bidder, the Procuring Agency will send the Bidder the Contract Form (**Annex-D**) provided in the bidding documents, incorporating all agreements between the parties.

30.2 After fifteen days of announcement of evaluation report, the successful Bidder shall sign the contract and return it to the Procuring Agency.

**31. Corrupt or Fraudulent Practices**

31.1 The Procuring Agency observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Procuring Agency:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

“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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a PRCL financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a PPCL financed contract.

**(32) Blacklisting**

32.1 The Procuring Agency may blacklist a bidder/ firm found under obligation of theft or mentioned wrongdoings vide clause 31.1 (a,b and c) or who consistently fails to perform satisfactorily.

32.2 Before blacklisting of the firm, show cause notice will be issued to the bidder followed by personal hearing, in case of non-resolution of issue. The nature of blacklisting of firm, whether temporary or permanent, will depend upon the gravity of offense.

## **Section II.**

### **Bid Data Sheet (BDS)**

## Bid Data Sheet

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

<b>A. The Bidding Document</b>		
<b>ITB 7.1</b>	Language of the Bid	English

<b>B. Preparation of Bids</b>		
<b>ITB 10.2</b>	The price quoted shall be	Delivered Duty Paid (inclusive of all applicable taxes & transportation charges) in Pak Rupees or USD.
<b>ITB 10.5</b>	The price shall be	Fixed and must include the Income & General Sales Taxes (GST) and other taxes and duties, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all the taxes/ duties prevailing/ levied hereafter.
<b>ITB 13.1</b>	Amount of bid security	PKR100,000/-(refundable) in the form of Bank Draft/ Pay Order in favor of "Pakistan Reinsurance Company Limited Karachi"
<b>ITB 13.2</b>	Form of Bid Security	(i) The tenders found deficient of the amount as bid security compared to total bid price will not be considered. (ii) No personal cheques will be acceptable at any cost. (iii) The previous bid security will not be considered or carried forward.
<b>ITB 13.8</b>	Performance Guarantee	The successful bidder shall furnish 10 % of the contract price, to be discharged after completion of warranty / guarantee period. It will be in the form of Bank Draft/ Pay order/Bank Guarantee.
<b>ITB 14.1</b>	Bid validity period.	Bid should remain valid for 90 days from the closing date.

<b>C. Submission of Bids</b>		
<b>ITB 17.1</b>	Address for bid submission.	Administration Department, 12 <sup>th</sup> Floor, PRC Towers 32-A Lalazar Drive M.T Khan Road, Karachi <i>Ph: 021-99202908 Ext: 237</i>
<b>ITB 17.1</b>	Deadline for bid submission.	00-02-2022 at 11:00AM



## D. Opening and Evaluation of Bids

ITB 20.1	Date, Time and place for bid opening.	00-02-2022 , 11:30 am at PRC Towers 32-A Lalazar Drive M.T Khan Road, Karachi														
ITB 23.2	<p>Criteria for bid evaluation.</p> <p>i) Technical proposal (T) (40 % weightage)</p> <p>ii) Financial proposal (F) (60 % weightage)</p> <p>Note: (The proposals scoring Minimum 60% marks in Technical Proposals) will qualify for the next stage, i.e financial opening)</p>	<p>The bids shall be evaluated on “Single Stage Two Envelope Procedure” in accordance with rule 36(b) of Public Procurement Rules, 2004.</p> <p>(i) Delivered Duty Paid (inclusive of all applicable taxes &amp; transportation charges) Price Only.</p> <p>The tender has to quote only one rate for each item as per tender specification. No alternate model or proposals or separate accessories will be accepted.</p> <p><b>Technical Criteria: ( 40 % weightage)</b></p> <p>(i) <b>Financial Strength</b> (Financial document / statement describing annual business (similar nature) turnover of last three (3) years (Submit related documents). <b>(15 Marks max)</b></p> <table><tr><td>Greater than Rs. 5 million but less than 10 million</td><td>5 Marks</td></tr><tr><td>Greater than Rs. 10 million but less than 15 million</td><td>10 marks</td></tr><tr><td>More than Rs.15 million</td><td>15 Marks</td></tr></table> <p>(ii) <b>Experience</b> (Qty Supplied in the last three years) (Mentioning completed similar nature of projects in last three years for quoted items. (Submit related documents/ supply orders) <b>(10 Marks max).</b></p> <table><tr><td>Ten projects</td><td>05 Marks</td></tr><tr><td>More than ten projects</td><td>10 Marks</td></tr></table> <p>(iii) <b>Offices</b> The company/ firm have offices/Workshops in big cities in Pakistan i.e Islamabad, Lahore and Karachi shall be given preference (submit related documents) <b>(10 Marks max)</b></p> <table><tr><td>One District</td><td>5 Marks</td></tr><tr><td>More than one Districts</td><td>10 Marks</td></tr></table> <p>(iv) <b>Support Plan(After sale services)/ PCM Delivery &amp; Installation, Warranty and Complaint Handling)</b> The company/ firm should provide a most comprehensive, responsive and technology driven support plan containing chapters/ sections having support strategy and mechanism for complaint handling etc. (submit related documents) <b>(10 Marks)</b></p> <p><b>v. Satisfactory Performance Certificates (SPC)</b> The company/ firm who have completed similar nature of projects of required items or above specifications. The company must submit Satisfactory Performance Certificates issued by customer.(Submit Satisfactory Performance Certificates/related documents) <b>(15 Marks Max)</b></p>	Greater than Rs. 5 million but less than 10 million	5 Marks	Greater than Rs. 10 million but less than 15 million	10 marks	More than Rs.15 million	15 Marks	Ten projects	05 Marks	More than ten projects	10 Marks	One District	5 Marks	More than one Districts	10 Marks
Greater than Rs. 5 million but less than 10 million	5 Marks															
Greater than Rs. 10 million but less than 15 million	10 marks															
More than Rs.15 million	15 Marks															
Ten projects	05 Marks															
More than ten projects	10 Marks															
One District	5 Marks															
More than one Districts	10 Marks															

		<table border="1"> <tr> <td>1-5 Certificates</td> <td>05 Marks</td> </tr> <tr> <td>5- 10 Certificates</td> <td>10 Marks</td> </tr> <tr> <td>More than 10 Certificates</td> <td>15 Marks</td> </tr> </table> <p><b>Financial Criteria:- 60% weightage</b></p> <p>i. The proposals scoring 70% marks in Technical Proposals) will qualify for the next stage, i.e. financial opening. The company/bidder whose prices are lowest in financial opening will get the maximum marks (i.e. 40 marks) in financial evaluation using formulae given below.</p> $\left[ \frac{\text{Lowest Bid} \times 60}{\text{Quoted Bid}} \right]$ <p>ii. The cumulative effect of both Technical and Financial marks shall determine the position of the bidders. The contract may be awarded to the vendor whose bid has been declared as the “Most Advantageous Bid”.</p>	1-5 Certificates	05 Marks	5- 10 Certificates	10 Marks	More than 10 Certificates	15 Marks
1-5 Certificates	05 Marks							
5- 10 Certificates	10 Marks							
More than 10 Certificates	15 Marks							

<b>E. Award of Contract</b>		
<b>ITB 27.1</b>	Increase or decrease in quantity	Quantity of the new server machine for ERP Reinsurance application can be increased or decreased as per requirement

## **Part Two**

- I. Schedule of Requirements
- II. Standard Forms

## I. Schedule of Requirements

### For New Server Machine for ERP Reinsurance Application

The quoted brand/model should have the following minimum specifications

**HP/DELL/LENOVO OR EQUIVALENT**

Item	Specification	Qty Required
<b>Processor</b>	1x Intel® Xeon® Silver 4210R Processor, 10 cores, 2.40 GHz, 13.75 MB Cache, Total threads 20, TDP 100W or more	<b>01</b>
<b>Memory</b>	32 GB RDIMM x 1 RDIMM 2933 MHZ	
<b>Form</b>	Rack Mount	
<b>Hard Disk</b>	4x 1.0TB 10K SAS or equivalent	
<b>Raid</b>	930-8i or equivalent	
<b>Power Supply</b>	Dual, hot plug redundant power supply 750W or equivalent	
<b>LAN</b>	Dual 1 GBe on board	
<b>Rails</b>	Sliding rails or equivalent with cable management arm	
<b>Keyboard Mouse</b>	Branded keyboard and mouse (wired)	
<b>Warranty</b>	3 years support and next business day onsite warranty	
<b>OS Supported</b>	Microsoft, Red Hat, SUSE, VMware	
<b>Availability</b>	Ex-Stock	
<b>Delivery time</b>	One or two weeks	

## **II. Standard Forms**

## **Annex-A**

**[To be typed on stamp paper]**

Sub: Certificate for not being blacklisted by Federal/Provincial Ministries/Organization Departments of Pakistan.

I \_\_\_\_\_ (Full Name as per CNIC) \_\_\_\_\_ (Designation) holding CNIC number \_\_\_\_\_ on behalf of M/s \_\_\_\_\_ (name of Firm) do hereby solemnly certify that M/s \_\_\_\_\_ (name of Firm) has not been blacklisted by any Federal/Provincial Ministries/Organization Departments of Pakistan. It is further certified that, we have not withheld, concealed or tampered any information which may affect M/s \_\_\_\_\_ (name of Firm) fitness for tender titled "Procurement of new server machine for ERP Reinsurance application" (if selected) in PRCL. we have read all the terms and conditions of above mentioned tender and understand that submission of incorrect and/or false information may lead to strict legal action and in case, if it is found at any time that the information given by us is untrue; it shall be treated as an act subversive of discipline of the organization and will be sufficient cause for legal actions as per applicable rules/laws of Pakistan.

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**Name, Signature and Stamp of owner/Authorized representative**

**Annex-B**  
[to be printed on letter head of firm]  
**Bid FROM**  
[this from must be kept with technical proposal]

No.....

Date.....

To:

The Head of Administration Department  
Pakistan Reinsurance Company Limited

**Subject: - Tender for provision of a new server machine for ERP Reinsurance application**

Dear Sir,

With reference to tender advertisement of Pakistan Reinsurance Company Limited Titled Tender for \_\_\_\_\_ published in daily \_\_\_\_\_ dated \_\_\_\_\_, we would like to participate in the subject tender and hereby submit bids on behalf of M/s \_\_\_\_\_ (name of firm). Brief details of our firm are as under:

1. Name of Applicant/ Firm.....
2. Address.....
3. Phone No..... Mobile No..... Fax No..... Email.....
4. Experience(years)..... Name of owner.....
5. NTN number..... (copy of income tax certificate attached) 

Yes	NO
-----	----
6. GST Certificate..... (copy of income tax certificate attached) 

Yes	NO
-----	----
7. Active Tax payer evidence(attached) 

Yes	NO
-----	----
8. Bid Security @ Rs.100,000/-. Pay Order (attached) 

Yes	NO
-----	----
9. List of Major Clients.....(attached) 

Yes	NO
-----	----
11. Affidavit (on the stamp paper) to the effect that the firm has not been black listed by any of the Govt. (Federal or Provincial (attached) 

Yes	NO
-----	----

2. we hereby confirm that we have thoroughly read the contents of the bidding document and the terms and conditions framed therein. we further confirm that all the terms and conditions stipulated in bidding document of above-mentioned tender are unconditionally acceptable to us and that we shall abide the same in letter and spirit.

\_\_\_\_\_  
**Name, Signature and Stamp of owner/Authorized representative**

Annex-C

**[to be printed on letter head of firm]**

**Price Schedule (Financial Proposal)**

**[this form must be kept in a separate envelop along with pay order of bid security and the envelop be sealed and marked as FINANCIAL PROPOSAL]**

No.....

Date.....

The Head of Administration Department  
Pakistan Reinsurance Company Limited  
12<sup>th</sup> Floor, PRC Towers,  
Karachi

**Subject: - Tender for provision of a new server machine for ERP Reinsurance application**

Sr #	Item	Specifications	Qty Required.	Unit Cost (Rs. Or USD) (With Tax)	Total Cost (Rs or USD.) (With Tax)
<b>1</b>	<b>New Server Machine for ERP Reinsurance Application</b>	<b>As per schedule of requirements</b>	<b>01</b>		

**Total amount of Bid in Figures-----**

**Total amount of Bid in words-----**

**Signatures of authorized person-----**



## Annex-D Contract Form

THIS CONTRACT OF DEED (THE CLOSED FRAMEWORK AGREEMENT) is made at Karachi on this \_\_\_\_ day of \_\_\_\_, 2022 between *Pakistan Reinsurance Company Limited (PRCL)* (hereinafter called “the Procuring Agency”) through \_\_\_\_ of the one part and [name of Supplier] (hereinafter called “the Supplier”) through \_\_\_\_ of the “new server machine for ERP Reinsurance Application valid for one year of the other part:

WHEREAS the Procuring Agency invited bids for procurement of new server machine for ERP Reinsurance application and has accepted a bid by the Supplier for the supply of those Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement as per financial proposal quoted by \_\_\_\_, viz:
  - (a) The Bid Form and the Price Schedule submitted by the Bidder;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specification;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract;
  - (f) The Procuring Agency’s Notification of Award dated \_\_\_\_
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and to replace the defaulted items/units within two days of the complaint therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract. Provided that final payment shall only be processed subject to fulfillment of the contract as per the requirement/satisfaction of the procuring agency.
5. This contract is for the period of one (01) year, with effect from the date of signing of contract.

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

Name:- \_\_\_\_\_

Name:- \_\_\_\_\_

Designation:- \_\_\_\_\_

Designation:- \_\_\_\_\_

On Behalf of the Procuring Agency \_\_\_\_\_

On Behalf of the Supplier \_\_\_\_\_

Witness No.1 \_\_\_\_\_

Witness No. 2 \_\_\_\_\_

## **Part Three**

### **Section I.**

#### **General Conditions of Contract (GCC)**

## **General Conditions of Contract (GCC)**

### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the closed framework agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the items of new server machine for ERP Reinsurance application, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) The “Services” means services in connection with supply of new server machine for ERP Reinsurance application and such obligations of the supplier covered under the contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means Pakistan Reinsurance Company Limited, Karachi.
- (h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (i) “Day” means calendar day.

### **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### **3. Standards**

3.1 The Goods supplied under this Contract 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.

### **4. Inspections and Tests & Trainings**

4.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination.

- 4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods free of cost to the Procuring Agency.
- 4.4 The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Procuring Agency'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 Procuring Agency or its representative prior to the Goods' shipment from the factory/warehouse.
- 4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**5. Packing**

- 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 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.
- 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 Procuring Agency.

**6. Delivery and Documents**

- 6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

**7. Transportation**

- 7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination i.e. PRC Head office Karachi and Zonal office, Lahore.

**8. Warranty**

- 8.1 The Supplier warrants that the Goods supplied under the Contract are 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 Procuring Agency'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.

**9. Payment**

- 9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

- 9.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
- 9.3 Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- 9.4 The currency of payment is Pak. Rupees.
- 10. Prices**
- 10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in the bid.
- 11. Change Orders**
- 11.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract.
- 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 fifteen (15) days from the date of the Supplier's receipt of the Procuring Agency's change order.
- 12. Contract Amendments**
- 12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 13. Assignment**
- 13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
- 14. Delays in the Supplier's Performance**
- 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 Procuring Agency in the Schedule of Requirements.
- 14.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s).
- 14.3 Except as provided under GCC Clause 17, a 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.
- 15. Liquidated Damages**
- 15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in

Special Conditions of the Contract. Once the maximum deduction is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16.

**16. Termination for Default**

16.1 The Procuring Agency, 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:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14.2; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“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.

16.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**17. Force Majeure**

17.1 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 Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the 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.

**18. Resolution of Disputes**

18.1 The Procuring Agency and supplier shall designate a person by name or as the holder of an office who will act as arbitrator for adjudication of differences arising during the execution of the contract.

18.2 The proceedings of the Arbitration process will be governed under the provisions available in the Arbitration Act, 1940.

**19. Governing Language**

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.

**20. Applicable Law**

20.1 The Contract shall be interpreted in accordance with PPRA Ordinance 2002, Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these bidding documents, the provisions of the laws and rules will prevail.

**21. Notices**

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.

21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**22. Taxes and Duties**

22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

**23. Performance Guarantee**

23.1 Supplier shall furnish performance guarantee @ 10 % of the contract price, to be discharged after completion of warranty / guarantee period.

## **Section II.**

### **Special Conditions of Contract (SCC)**



## Special Conditions of Contract (SCC)

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

### 1. Inspections and Tests (GCC Clause 4)

**GCC 4.1—Inspection and tests prior to supply of Goods and at final acceptance are as follows:** The Procuring Agency or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

### 2. Packing (GCC Clause 5)

**GCC 5.2 – Packing & accessories:** The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.

### 3. Payment (GCC Clause 9)

**GCC 9.1 & 9.3 —**The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Pak. Rupees on completely delivered goods within thirty (30) days of submission of claim supported by the acceptance certificate issued by the Procuring Agency.

In case of USD, the rate of exchange into to Pak. Rupees shall be the selling rate, prevailing on the date of opening of financial bids.

### 4. Prices (GCC Clause 10)

**GCC 10.1—Prices shall be:** Fixed.

### 5. Liquidated Damages (GCC Clause 15)

**GCC 15.1—Applicable rate:** Applicable rates shall not exceed two (2.0) % per day and

### 6. Resolution of Disputes (GCC Clause 18)

**GCC 18.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:**

In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

### 7. Governing Language (GCC Clause 19)

**GCC 19.1—The Governing Language shall be:** English.

—Supplier's address for notice purposes:

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