



**PAKISTAN REINSURANCE COMPANY LIMITED**

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

**BIDDING DOCUMENTS**

For

**NATIONAL COMPETITIVE BIDDING  
(For Data Center Co Location Services)**

## 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 Data Centre Co location Service. Interested bidders may participate with following details:

Shifting of 42U Rack with following machines/hardware with configuration / arrangement for PRCL to data center

1. IBM Power 8(S814) Server machine
2. Domain Controller
3. RMS Application Server
4. Oracle EBS Server
5. Investment Application server
6. Two (2) SOPHOS XG 135 firewalls in high availability mode
7. Network switches

- i. The instant tender is for Data Centre Co location Service. 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 and PRCL
- 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 4-4-2022 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/-  
(Zohaib Hassan)  
Manager (Data Processing Department)

# **BIDDING DOCUMENTS**

**For**

## **NATIONAL COMPETITIVE BIDDING**

**(FOR DATA CENTRE CO LOCATION SERVICE)**

### **Part One**

- I. Instructions to Bidders (ITB)
- II. [Bid Data Sheet](#) (BDS)

### **Part Two**

- I. Schedule of Requirements
- II. [Technical Specifications](#)
- III. [Standard Forms](#)

### **Part Three**

- I. [General Conditions of Contract \(GCC\)](#)
- II. [Special Conditions of Contract \(SCC\)](#)

**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**
- 2. Eligible Bidders**
  - 1.1 Pakistan Reinsurance Company Limited, PRC Towers 32-A Lalazar Drive M.T Khan Road, Karachi
  - 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 fulfil 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.

<p><b>25. Scope of Work</b></p>	<p>1. The aim of the project is to co-locate the IT equipment (Servers)/ IBM T42U Rack at Tier-3 compliant (or above) Data Center facility in Karachi for hosting with complete shifting &amp; configuration, access &amp; deployment of PRCL related Servers and related hardware.</p>
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	<ol style="list-style-type: none"> <li>2. The bidder's facility's offered for this purpose should be designed and implemented in such a manner that all components are redundant and in high availability configuration. The bidder will be responsible for ensuring availability of electrical power connections, Air conditioning, connectivity, Surveillance, access control system, fire suppression system, physical security and anything else needed for high standard data center.</li> <li>3. The deliverables of the assignment based on the fulfillment of requirements and technical specification provided in this tender and more specifically "Annexure I", for which the bidder should provide the necessary services and facilities.</li> <li>4. The bidder of the colocation services will be responsible for installation, access configuration and support of hardware and software needed for this job.</li> <li>5. The bidder should also be capable of providing connectivity from third party data communication service provider (specifically PTCL /Multinet etc), if needed for PRCL facilities.</li> </ol>
<p><b>26. Data Centre Co location Service requirement:</b></p>	<p>Shifting of 42U Rack with following machines/hardware with configuration / arrangement for PRCL to data center</p> <ol style="list-style-type: none"> <li>1. IBM Power 8(S814) Server machine</li> <li>2. Domain Controller</li> <li>3. RMS Application Server</li> <li>4. Oracle EBS Server</li> <li>5. Investment Application server</li> <li>6. Two(2) SOPHOS XG 135 firewalls in high availability mode</li> <li>7. Network switches</li> <li>6 Complete Migration and configuration of two (2) existing servers as Virtual machines on private cloud (for RMS &amp; Active directory servers).</li> <li>7 The Bidder will establish secure connectivity through Dark Fibre between Co Location data center and PRCL Head office Located in Karachi and NZO (Lahore zonal office) in Lahore with provision of secure VPN access for at least fifty (50) roaming users.</li> <li>8 The vendor should establish dedicated connectivity with minimum (IP/configuration change of PRCL server configurations) b/w PRCL head office &amp; Data Center using</li> </ol>

	<p>Dark Fiber with maximum possible security configuration.</p> <p>9 Fire proof Vault service is required to store Backup tapes and other related stuff belonging to PRCL.</p> <p>10 Estimated power requirement =6000 watts or based on the actual load is required to be fulfilled by the bidder.</p> <p>11 Wireless backup internet link is required.</p> <p>12 Antivirus deployment for virtual servers with respect to PRCL requirements is required.</p> <p>13 Firewall deployment (Hardware /software ) for PRCL gateway is required as per need.</p> <p>14 Complete deployment plan covering all the key milestones from shifting , configuration and connectivity will be required to be submitted with proposal.</p>
<b>27. Physical to virtual (p2v) requirement:</b>	The bidder should convert the following physical servers to virtual environment on their Data center on private cloud and establish their connectivity access in PRCL Head office and NZO Lahore with secure access.

SNO	Item/Role	VCPU	OS	RAM	Storage
1	Domain Controller (Active Directory)	4	Windows Server 2012 R2	8 GB	250 GB
2	RMS (Application Server IIS)	2	Windows Server 2003	4 GB	250 GB
3	Investment Management System Server	2	Windows 10	4 GB	250 GB

**Point to point connectivity (Dark Fiber –Radio) requirement:**

SNO	Item/Role
1	Secure 200 Mbps Fiber point to point Connectivity between Data centre and PRCL Head office
2	60 Mbps Back-Up connectivity over radio or wireless link

**Other Required services/Software/Hardware Subscription:**

SNO	Description	Qty
1	Windows Server standard edition	2

2	Fortiget VM Hosted virtual NGFW firewall with UTM bundle or equivalent	1
3	Wildcard SSL certificate – Go daddy standard wild card SSL	1
4	Kasper key or equivalent antivirus	2
5	Cloud based web application fire wall (SUCURI or equivalent for business)	1

#### **F. Award of Contract**

<b>28. Eligibility Criteria:</b>	<ol style="list-style-type: none"> <li>1 The bidder must have 10+ Years Data Center Experience.</li> <li>2 The bidder should be registered with Pakistani Sales Tax and Income Tax Departments.</li> <li>3 The bidder must have valid license issued by the relevant department of government of Sindh or government of Pakistan regarding said services. Attached valid copy of issued license.</li> <li>4 The bidder’s data center must have a proven uptime SLA of 99.95% or greater.</li> <li>5 The bidder’s data center facility must be compliant to minimum tier-3 standard or higher.</li> <li>6 The Bidder’s firm should not be blacklisted by any Government/Semi Government organization. The bidder to submit an undertaking on signed affidavit.</li> <li>7 The Bidder/agency must have a fully functional Customer Service Center(s) in the province, which is fully operational 24x7x365 days.</li> <li>8 Must have at least 5 financial institutions &amp; three (3) or more government entities as their data center clients (Documentary proof will be required)</li> </ol>
<b>29. General Terms of the Tender:</b>	<ol style="list-style-type: none"> <li>1. PRCL reserves the right to accept/reject wholly or partially any tender without assigning any reason at any stage of the tender process. Reasons may be provided upon written request.</li> <li>2. The bid should be submitted in Pak Rupees only.</li> <li>3. The bids are liable to be rejected if; they are not conforming the terms, conditions and specifications stipulated in this tender.</li> <li>4. Bids submitted via email or fax will not be entertained.</li> <li>5. Bidder shall be responsible to provide physical &amp; remote access to nominated resource personnel for routine operations on its environment, on 24X7X365 basis.</li> <li>6. During the examination, evaluation and comparison of the bids, the PRCL at its sole discretion may ask the bidder for clarifications of its bid. However, no change in the price or substance of the bid shall be sought, offered or permitted after bid submission.</li> </ol>

	<p>7. The decisions of PRCL will be binding on all concerned and will in no case be challengeable at any forum or any court of law.</p> <p>8. The Bid should be submitted in Pak Rupees only.</p>
<b>30. Qualification</b>	<p>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.</p> <p>25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.</p>
<b>31. Award Criteria</b>	<p>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.</p>
<b>32. Procuring Agency's Right to Vary Quantities at Time of Award</b>	<p>32.1 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.</p>
<b>33. Procuring Agency's Right to Accept/ Reject Bids</b>	<p>33.1 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.</p>
<b>34. Notification of Award</b>	<p>34.1 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.</p> <p>34.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.</p> <p>34.3 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.</p>
<b>35. Signing of Contract</b>	<p>35.1 At the same time as the Procuring Agency notifies the successful Bidder, the Procuring Agency will send the Bidder the Contract Form (<b>Annex-D</b>) provided in the bidding documents, incorporating all agreements between the parties.</p> <p>30.2 After fifteen days of announcement of evaluation report, the successful</p>

Bidder shall sign the contract and return it to the Procuring Agency.

**36. Corrupt or Fraudulent Practices**

36.1 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.

<p><b>(37) Blacklisting</b></p>	<p>37.1 The Procuring Agency may blacklist a bidder/ firm found under obligation of the aforementioned wrongdoings vide clause 31.1 (a,b and c) or who consistently fails to perform satisfactorily.</p> <p>37.2 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.</p>
<p><b>38. Technical &amp; other Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The bidder to have at least Tier III compliant data center facility to provide space for one 42 U Rack space (Rack will be provided by PRCL). The space offered should not be higher than 2nd floor.</li> <li>2. Rack installed at the bidder premises should have access to two separate power outlets/jack, with each outlet connected to separate UPS in 2(N) configuration, capable of providing up to 6000 watt.</li> <li>3. Separate/redundant power provided to the rack should be</li> </ol>



	<p>routed from two separate cable paths.</p> <ol style="list-style-type: none"> <li>4. Datacenter facility should have a separate power metering for customer's allocated area / rack.</li> <li>5. Required site should have a proven uptime of 99.95% or greater.</li> <li>6. Bidder shall be responsible to provide physical &amp; remote access to nominated resource personnel for routine operations on its environment, on 24X7X365 basis.</li> <li>7. Co-Location site should be carrier neutral having redundant link with all the major service providers. There should be no issue for deployment of Fiber or Non Fiber communication circuits including wired or wireless connections.</li> <li>8. Cabinet, power cord, network cabling, and other patch cables should be Labeled properly</li> </ol>
<p><b>39. Physical and Environmental Security:</b></p>	<ol style="list-style-type: none"> <li>1. Should have either raised flooring or anti-static flooring tiles, cable ladder running on the roof (as per the accepted best practices)</li> <li>2. All facility management should have a level of redundancy, to include N+1 Precision cooling, N+1 UPS, N+1 Generators, to be maintained by the service provider.</li> <li>3. The Bidder must have a fully functional Customer Service Center(s) in the province, which is fully operational 24x7x365 days</li> <li>4. Bidder should provide advanced system security, monitoring &amp; management. Service provider should maintain its Historical monitoring logs which is verifiable &amp; auditable.</li> <li>5. Power and cooling must be redundant.</li> <li>6. Must have proper firefighting and automatic alarm system</li> <li>7. Both floor and ceiling should be adequately covered by the fire protection system sensors</li> <li>8. Bidder should ensure that physical access to the Main Data Centre facility should be protected through access card based authentication system.</li> <li>9. Data center should have controls for maintaining Dust free and humidity at acceptable levels in its environment.</li> <li>10. Bidder should provide controlled atmospheric conditioning system at the data center including redundant precision cooling units. Desired temperature should be around 22 to 24 Degree Celsius or below .</li> <li>11. Bidder should ensure that services provided are to be backed by high QoS (Quality of Service) / SLA (Service Level Agreement)</li> <li>12. Bidder should ensure that physical entry of any visitor or non-employee beyond the Reception Lobby should be permitted only with authorized employee presence at all times within the facility to build in additional level of security.</li> </ol>

	<p>13. Facility should have secured staging for new deliveries, testing and spare part storage area.</p> <p>14. Security personnel should be available on 24 hours basis at all the entry and exit points</p> <p>15. Physical entry of any visitor should be permitted only with authorized personnel should have 24X7X365 based facility for having equipment being retrieved back by PRCL from DC facility and staged in the DC facility</p>
<b>40. <u>Other Requirements:</u></b>	<p>1. No Fire and strike incident has been occurred in last 10 years on the bidder's data centre. Bidder to provide undertaking.</p> <p>2. The bidder Must 10+ Years Data Center Experience.</p>

**Data Center Co – Location:**

<b>SNO</b>	<b>Description</b>	<b>Specification</b>
1	Data Center Co – Location & migration	42 Rack for servers and networking equipment (42U standard rack for data & Communication)
2	Electricity	At least 6000 watts Power Charges/ As per actual KWH (Power Company Rate)
3	50 Mbps Link between PRC Towers (PRC Building) to Co-Location	Dedicated and CIR link over optical fiber
4	Cooling Power should be N+1	N+1
5	Backup /Genset/UPS should be N+1	Confirmation and assurance on Company Letter Head
6	Data Center Location must be at Karachi	Site Complete Address
7	99.95% SLA for uptime	Documentary confirmation required

**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.	31-01-2022 at 11:00AM

## D. Opening and Evaluation of Bids

<b>ITB 20.1</b>	Date, Time and place for bid opening.	31-01-2022 , 11:30 am at PRC Towers 32-A Lalazar Drive M.T Khan Road, Karachi
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### Technical Evaluation Criteria

S. N.o	Descriptions	Total Points	Categorized Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
<b>1</b>	<b>Client Portfolio</b>	<b>20</b>		(copies of contract or purchase orders) should be furnished.
	Worked with more than 10 local clients/government/semi government and/or autonomous bodies.		20	
	Worked with more than 7 but less than or equal to 10 local clients/government/semi government and/or autonomous bodies.		15	
	Worked with more than 4 but less than or equal to 7 local clients/government/semi government and/or autonomous bodies.		10	
<b>2</b>	<b>Tier Rating</b>	<b>30</b>		Documentary proof
	= Tier 4 or more		30	
	Tier 3		25	
<b>3</b>	<b>Financial Capability</b>	<b>20</b>		Copy of recent financial audit report done by auditing firm
	Annual revenue of company should be greater than Rs.100 million		20	
	If annual revenue is less than or equal to Rs. 100 million but greater than 50 million		15	
	If annual revenue is less than or equal Rs50 million but greater than 20 million		10	
<b>4</b>	<b>Office Address Details</b>	<b>10</b>		Documentary
	Office Address in Karachi		10	

	and Lahore			details of Office address on company letter head
	Office address anywhere in Pakistan. Other than Karachi Lahore		5	
5	<b>Data Centre Floor Location</b>	<b>20</b>		Bidder must Share proposed floor details
	1 <sup>st</sup> to 2 <sup>nd</sup>		20	
	Ground		15	
	Basement and above 2 <sup>nd</sup>		10	
Total Points awarded		<b>100</b>		

Note: Please mark/flag the supporting documents for Technical Evaluation Criteria.

\*\* Minimum passing score is 65

**Financial Criteria:- 60% weightage**

- 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.

$$\left[ \frac{\text{Lowest Bid} \times 40}{\text{Quoted Bid}} \right]$$

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".

**E. Award of Contract**

<b>ITB 27.1</b>	Increase or decrease in rack space	The required rack space can be increased or decreased as per requirement
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## Part Two

### I. Standard Forms

# **I. 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 “for Data Centre Co location Service” (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 Data Centre Co location Service**

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 Data Centre Co location Service**

Sr #	Item	Specifications	Qty Required.	Unit Cost (Rs. Or USD) (With Tax)	Total Cost (Rs or USD.) (With Tax)
1		<b>As per schedule of requirements</b>			
02					
03					

**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 “for Data Centre Co location Service valid for one year of the other part:

WHEREAS the Procuring Agency invited bids for procurement of for Data Centre Co location Service 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 for Data Centre Co location Service, 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 for Data Centre Co location Service 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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