



BIDDING DOCUMENTS

For

**“Data Centre Co-Location and DR Site Co-
location/Cloud with Migration Services for
PRCL, HOK”**

(Single Stage - Two Envelope)

May, 2022

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

Preface

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid. Use of these documents is mandatory for either open or limited bidding. This document would generally be used for procurement of all categories of goods and services.

Document comprises of the Sections listed below:

Section I	Invitation for Bids (IFB)
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet (BDS)
Section IV	Technical Specification
Section V	Evaluation Criteria
Section VI	Technical Proposal Forms
Section VII	Financial Proposal Forms
Section VIII	Form of Contract Agreement
Section IX	General Conditions of Contract (GCC)
Section X	Special Conditions of Contract (SCC)
Section XI	Contract Appendixes





Section I: Invitation for Bids

Tender Notice # DPD/SYS-227/2022

1. Pakistan Reinsurance Company Limited (PRCL) invites sealed bids from experienced and well reputed firms having minimum ten (10) years relevant experience for the services given hereunder:-

Description	Deadline for Tender Submission	Tender Opening Time
Data Center Co-Location and DR Site Co-location/Cloud with Migration Services	Till 11:00am on May 26 th , 2022	11:30am on May 26 th , 2022

2. The tender document may be obtained free of cost from Data Processing Department, 13th floor, PRC Towers, 32-A, Lalazar Drive, M. T. Khan Road, Karachi on submission of a written request on company's letterhead. The pre-bid meeting will be held on 16th May, 2022.
3. The interested firms can submit the Technical and Financial Proposal for Data Center and DR Site separately or combined in this tender (partial bids are acceptable).
4. The bids, prepared in accordance with the instructions in the bidding documents, must reach at office of the undersigned on the date and the time mentioned above.
5. The PRCL reserves the right to accept/reject any or all bids within the purview of PPRA Rules.

-Sd-

MUHAMMAD ASIF GHAFOOR

(Procurement Specialist)

Pakistan Reinsurance Company Limited,

Head Office-Karachi

Ph: 021-99202908-15, Ext: 237

Email: aghafoor@pakre.org.pk



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Section II. Instructions to Bidders (ITB)

A. Introduction

ITB1. Definitions	<p>1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan</p> <p>1.2. “Company” means the Pakistan Reinsurance Company Limited.</p> <p>1.3. Comparable Experience means the experience in providing goods comparable to the ones being solicited through this procurement</p> <p>1.4. “Documentary Evidence” means copies of Notification of Award/Contract Agreement/Audited Financial Statements Authorization Certificate/Curriculum Vitae and or any other documents required to evaluate bid</p> <p>1.5. “Purchaser” means the nominee of Company which can be designated Department/ Division/Unit or person within the Company with which the selected Service Providers signs the Contract for the Services.</p> <p>1.6. Supplier” means any entity or person that may provide goods under the Contract.</p> <p>1.7. “Contract” means the Contract to be signed by the Parties and all the attached documents listed therein.</p> <p>1.8. “Bid Data Sheet (BDS)” means such part of the Instructions to Bidders used to reflect specific assignment conditions.</p> <p>1.9. “Day” means calendar day.</p> <p>1.10. “Government” means the Federal Government of Islamic Republic of Pakistan.</p> <p>1.11. “Instructions to Bidders” (Section II of the SBD) means the document which bidders with all information needed to prepare their bids.</p> <p>1.12. In writing” means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.</p> <p>1.13. “Intellectual Property Rights" means all current and future copyright, patents, trademarks (whether or not registered) or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual and property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.</p> <p>1.14. “Method of Procurement” means bidding method adopted for this procurement under PPRA rules 2004. [stated in BDS]</p>
ITB2. Purchaser	<p>2.1. Pakistan Reinsurance Company having its principal place of business at 32-A, Lalazar, PRC Towers, M.T. Khan Road, Karachi which terms, wherever the context permits shall be deemed to include its subsidiaries hereinafter</p>

	<p>interchangeably called “Purchaser” intends to apply its funds under the contract for which this Invitation for Bids is issued Identification No and Title of Contract: [stated in BDS]</p> <p>2.2. A general description of bid is provided in BDS and Technical Section; however this description is very elemental and Bidders are expected to submit a complete bid on the basis of parameters provided at other relevant sections of ITB</p>
ITB3. Eligible Bidders	<p>3.1. If a pre-qualification process has been undertaken, as outlined under Rule 15 of PPR2004 for the Contract(s) for which these Bidding Documents have been issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified and are Eligible.</p> <p>3.2. If a pre-qualification process has not been undertaken for the Contract(s) for which these Bidding Documents have been issued, then all national firms duly Registered with relevant tax and other authorities required under Federal Government’s rules, laws, statutes or relevant instructions; consistent with PPR 2004, or instructions contained in this document and firms from eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government.</p> <p>3.3. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Procurement of the goods to be purchased under this Invitation for Bids.</p> <p>3.4. Bidders shall provide a declaration for not being eligible due corrupt and fraudulent practices as per rule 19 of Public Procurement Rules 2004</p>
ITB4. Code of Conduct	<p>4.1. It is the Company’s policy to require that Consultant/ Service Providers, Suppliers, and Contractor Providers under Company-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Company follows, interalia, the instructions contained in PPR2004 which defines:</p> <p><i>“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 Consultant/ Service Providers (prior to or after Proposal 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;</i></p>

- 4.2. Under Rule 19 of PPR-2004, “The Company can interalia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.
- 4.3. Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management :

Nature of Offense/Fault	Means of Verification	Proposed Action under Rule 19
Corruption/ Fraudulent Practices	Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP	Debarment and blacklisting for period up to ten years. To be publicized on PRCL and PPRA websites.
Performance Deficiencies	Documented evidence in form of liquidated damages or notices of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Service Provider	Debarment and blacklisting for not more than three years (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.
bidder fails to abide with a bid securing declaration	Documented evidence	Debarment and blacklisting for not more than Six months. To be blacklisted for procurements during the period of debarment.

However such barring action shall be undertaken only after contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard.

- 4.4. The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Client unless such receipt is signed by a duly authorized officer of the Purchaser and bidder shall be solely responsible for seeing that a proper receipt is provided.
- 4.5. Attention of bidders is drawn to Rule 32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Purchaser which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain

	<p>conditions Purchaser may describe exceptions or preferences consistent with Rule 4 of PPR-2004.</p> <p>4.6. Pursuant to Rule 7 of PPR 2004 bidders undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section VII for all the procurements estimated to exceed Rs.10.00 million or any other limit prescribed by the Company.</p> <p>4.7. Company's policy requires that selected bidder provide professional, objective, and impartial advice, supplies and services and at all times hold the Company's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Company, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement</p> <p>4.8. Without limitation on the generality of the foregoing, bidders , and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>4.9. A bidder that has been engaged by the Company to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p> <p>4.10. A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.</p> <p>4.11. A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Company's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Company.</p> <p>4.12. Bidders shall not recruit or hire any agency or current employees of the Company. Recruiting former employees of the Company or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of</p>
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	their previous official position. Such certification shall be provided to the Company by the Consultant/ Service Providers as part of bid.
ITB5. Eligible Goods and Services	<p>5.1. All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in this document.</p> <p>5.2. For purposes of this clause, “origin” means the place where the Equipment are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>5.3. The origin of goods and services is distinct from the nationality of the Bidder.</p>
ITB6. Cost of Bidding	6.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” 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

ITB7. Content of Bidding Documents	<p>7.1. In accordance with Rule 23 of PPRA 2004 the equipment required to be procured, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ol style="list-style-type: none"> a. Instructions to Bidders (ITB) b. Bid Data Sheet (BDS) c. Technical Specifications d. Schedule of Supplies & Implementation e. Bid Form and Price Schedules f. Bid Security Form g. Performance Security Form h. Manufacturer’s Authorization Form i. Integrity Pact j. Form of Contract Agreement k. General Conditions of Contract (GCC) l. Special Conditions of Contract (SCC) <p>7.2. 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 every respect will be at the Bidder’s risk and may result in the rejection of its bid.</p>
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	7.3. Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids.
ITB8. Clarification of Bidding Documents	A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include email, telex and facsimile) at the Purchaser's address indicated in ITB Clause 21.1. The Purchaser will respond in writing to any request for clarification of the bidding documents that it receives no later than seven (07) days when bid submission period is (15) days and twenty-one (21) days when bid submission period is thirty (30) days prescribed. Copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Company.
ITB9. Amendment of Bidding Documents	<p>9.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification request d by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones; once the bids are opened no amendments can be made in the bidding document.</p> <p>9.2. Any amendment in the required item(s)/specification or in the bid document which will be decided by PRCL after pre bid meeting will be communicated to all the bidders.</p>

C. Preparation of Bids

ITB10. Language of Bid	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the English language.
ITB11. Documents Comprising the Bid	<p>The bid prepared by the Bidder shall comprise the following components:</p> <ol style="list-style-type: none"> a. A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13. b. documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c. documentary evidence established in accordance with ITB Clause 16 that the goods and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and d. bid security furnished in accordance with ITB Clause 17.

ITB12.Bid Form	<p>The Bidder shall complete and sign the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods/services to be supplied, a brief description of the goods/services, and its country of origin, quantity, and prices.</p>
ITB13.Bid Prices & Taxes	<p>13.1. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods/services it proposes to supply under the contract.</p> <p>a. Goods supplied from outside Pakistan:</p> <p>Unless otherwise specified in the BDS, the prices shall be quoted on a DDP basis, inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.</p> <p>b. (b) Locally supplied Goods:</p> <p>Unit prices of Goods offered from within Pakistan, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods</p> <p>13.2. The terms DDP (Delivered Duty Paid) and EXW (Ex-works), shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.</p> <p>13.3. The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>13.4. 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 non-responsive and will be rejected, pursuant to ITB Clause 26. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.</p> <p>13.5. The bidders will be subject to all admissible duties and taxes etc. unless exempted by relevant tax authority for which bidders will be required to provide necessary documentation regarding tax exemption from relevant tax authorities. Purchaser assumes no responsibility whatsoever to undertake tax exemption cases on behalf of bidder. Whenever applicable, it is the responsibility of the bidders, before completing bids, to contact the relevant tax authorities to determine the tax amount to be paid by the bidders under the Contract.</p>

	13.6. Bids are required to be inclusive of all applicable taxes. If a bidder submits a bid exclusive of taxes it will be considered inclusive of all taxes.
ITB14.Bid Currencies	Prices shall be quoted in PKR unless otherwise specified in the Bid Data Sheet.
ITB15.Documents Establishing Bidder's Eligibility and Qualification	<p>15.1. Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>15.2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.</p> <p>15.3. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ol style="list-style-type: none"> a. that, in the case of a Bidder offering to supply goods or undertakes services under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the equipment in the Islamic Republic of Pakistan; that the Bidder has the b. technical and production capability necessary to perform the contract; c. that, in the case of a Bidder not doing business within the Islamic Republic of Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and d. that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
ITB16.Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	<p>16.1. Pursuant to ITB Clause 15, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>16.2. The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>16.3. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p>

	<p>a. a detailed description of the essential technical and performance characteristics of the goods;</p> <p>b. a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the equipment by the Purchaser; and</p> <p>c. an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>16.4. For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
ITB 17. Bid Security	<p>17.1. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:</p> <p>a. at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank in Pakistan approved by Purchaser;</p> <p>b. be substantially in accordance with one of the forms of bid security included in this document or other form approved by the Company prior to bid submission;</p> <p>c. be payable promptly upon written demand by the Purchaser (Company);</p> <p>d. be submitted in its original form; copies will not be accepted;</p> <p>e. be remain valid for a period of at least 28 days beyond the original validity period of bids (120 days), or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 18.2.</p> <p>17.2. The bid security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid and shall list all partners of the Joint Venture.</p> <p>17.3. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the</p>

	<p>expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 18.</p> <p>17.4. The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 36.</p> <p>17.5. The bid security may be forfeited:</p> <ol style="list-style-type: none"> a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b. If items specified in technical specifications are quoted as options (if allowed), the cost of same would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates. c. in the case of a successful Bidder, if the Bidder fails. <ol style="list-style-type: none"> (i) to sign the contract in accordance with ITB Clause 35; or (ii) to furnish performance security in accordance with ITB Clause 36.
ITB18.Period of Validity of Bids	<p>18.1. Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 24. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>18.2. In exceptional circumstances, the Purchaser 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 (or by cable). The bid security provided under ITB Clause 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.</p>
ITB19.Format and Signing of Bid	<p>19.1. 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," if required. In the event of any discrepancy between them, the original shall govern.</p> <p>19.2. 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 unamended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>19.3. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>19.4. The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>

D. Submission of Bids

ITB20. Sealing and Marking of Bids	<p>20.1. The Original Bid shall comprise a single sealed package containing sealed envelopes. Original sealed bid should be marked. The outer envelope shall be addressed to the Purchaser at the address given in the BDS, and carry statement “DO NOT OPEN BEFORE [time and date]. The content of the technical and financial proposals are mentioned in BDS.</p> <p>20.2. If the outer envelope is not sealed and marked as required by ITB Clause 20.1, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
ITB21. Deadline for Submission of Bids	<p>21.1. Bids must be received by the Purchaser at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.</p> <p>21.2. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
ITB22. Late Bids	<p>Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.</p>
ITB23. Modification and Withdrawal of Bids	<p>23.1. 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 Purchaser prior to the deadline prescribed for submission of bids.</p> <p>23.2. No bid may be modified after the deadline for submission of bids.</p> <p>23.3. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry 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 17.5.</p>



E. Opening and Evaluation of Bids

ITB24.Opening of Bids by the Purchaser	<p>24.1. The Purchaser 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/form evidencing their attendance.</p> <p>24.2. 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 Purchaser, 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 22.</p>
ITB25.Clarification of Bids	<p>During evaluation of the bids, the Purchaser 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.</p>
ITB26.Preliminary Evaluation	<p>26.1. The Purchaser will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/earnest money have been furnished (in case of single stage two envelopes bidding procedure 36 (b) of PPR 2004, earnest money will be checked at the time of financial proposal opening); whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed bid form (Form T1) of Section VI and whether Bidder has qualified for the minimum eligibility/qualification criteria as stated in Bidders Eligibility Criteria (Form T3) of Section VI.</p> <p>26.2. 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 there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy in quantities between bid and the quantities stated at Price Schedule as per Form F2 Section VII hereto, the quantities at Price Schedule will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p> <p>26.3. The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>26.4. Prior to the detailed evaluation, the Company will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all</p>



	<p>the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the offered product; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Company's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>26.5. If a bid is not substantially responsive and meeting the minimum eligibility criteria will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>26.6. Partial Bids are acceptable/not-acceptable. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will be rejected.</p>
ITB27.Detail Evaluation of Bids	<p>Pursuant to ITB 26 the technical proposals of the only qualified bids after preliminary evaluation shall be evaluated in detail. The Technical compliance and other (commercial) requirements of the bidding documents will be evaluated totally on compliance based method. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the most advantageous bid shall be accepted.</p>
ITB28.Contacting the Purchaser	<p>28.1. Subject to ITB Clause 25, no Bidder shall contact the Purchaser 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 Purchaser, it should do so in writing.</p> <p>28.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>

F. Award of Contract

ITB29.Post-qualification	<p>29.1. In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.</p> <p>29.2. The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications</p>
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	<p>submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>29.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next most advantageous bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
ITB30.Award Criteria	<p>Subject to ITB Clause 29, the contract will be awarded to the successful Bidder whose bid has been found technically and commercially compliant and has offered the most advantageous bid. Provided further that the Bidder is determined to perform the contract satisfactorily.</p>
ITB31.Purchaser's Right to Vary Quantities at Time of Award	<p>The Purchaser 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>
ITB32.Purchaser's Right to Reject All Bids	<p>The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award.</p>
ITB33.Notification of Award	<p>33.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>33.2. The notification of award will constitute the formation of the Contract.</p> <p>33.3. Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 36 or as deemed necessary by Purchaser, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.</p>
ITB34.Disqualification prior to Contract Signing	<p>34.1. If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 should be met. However after issuance of Notification of Award and prior to entry into force of the procurement contract as per Rule 40 of PPR-2004 if a supplier or contractor has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a contractor or a supplier and if the conditions of his qualification are invalid, the next most advantageous bid will be rendered as responsive. For rejecting the most advantageous bid and opting for 2nd most advantageous bidder, opportunity of being heard should be provided to bidder with most advantageous bid and prior approval of competent authority of the Company shall be obtained.</p> <p>34.2. This process conforms to Rule 4 of PPR-2004 which requires "the procurement process to be efficient and economical". Re-starting the process will be inconsistent with foregoing.</p>



ITB35. Signing of Contract	<p>35.1. At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>35.2. Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.</p>
ITB36. Performance Security	<p>36.1. Within twenty-one (21) days, or any other period specified in BDS, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser. Or it may be deducted from the bill as desired by the purchase.</p> <p>36.2. Failure of the successful Bidder to comply with the requirement of ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next most advantageous Bidder or call for new bids.</p>
ITB37. Confidentiality	<p>Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the bidders who submitted the bids or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any bidders of confidential information related to the process may result in the rejection of its bid.</p>
ITB38. Overriding Effect of PPR-2004	<p>Whenever in conflict with these documents the stipulation of PPR-2004 as internally adopted by Company shall prevail.</p>

Section III. Bid Data Sheet (BDS)

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

BDS 1.	Method of Procurement	ITB 1.14
	<p>Bidding will be conducted under National Competitive Bidding pursuant to ‘Single stage two envelope procedure’ as per <i>Rule 36 (b) of Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR 2004</i></p> <p>Sealed technical and financial proposals must be in separate envelopes.</p>	
BDS 2.	Goods and Services	ITB 1.15
	<p>“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK” as per the technical specifications defined in Section V. ‘Technical Specification’ of the Bidding Documents.</p>	
BDS 3.	Name of Purchaser	ITB 2.1
	<p>Pakistan Reinsurance Company Limited, 32-A, Lalazar, M.T.Khan Road, Karachi</p>	
BDS 4.	Title	ITB 2.2
	<p>“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”</p> <p>IFB No. DPD/SYS-227/2022</p>	
BDS 5.	Eligible Goods and Services	ITB 5
	<p>The goods and services produced by all countries except countries restricted by Federal Government</p> <p>The bidder has to ensure that all the components used for the required supplies are genuine and original. Bids proposing substandard, low quality, refurbished or copy items will be rejected. Documentary evidence showing genuineness of brand name, model and country of origin of the product so offered should also be attached.</p>	
BDS 6.	Pre Bid Meeting	ITB 9
	<p>16th May, 2022</p>	
BDS 7.	Prices	ITB 13.4
	<p>Prices quoted by the Bidder shall be “fixed;”</p> <p>However, any subsequent legislation enacted between bid opening and finalization of award that impacts the bid price would be duly accounted for.</p>	
BDS 8.	Bid Currencies	ITB 14
	<p>Prices shall be quoted in PKR.</p>	

BDS 9.	Minimum Qualification/Eligibility requirements	ITB 15
<p>a) Bidder should be registered with Income Tax and Sales Tax Department and its name should appear in the Active Tax Payer List (ATL) of FBR.</p> <p>b) The bidder must have 10+ Years Data Center and DR Site Experience.</p> <p>c) The bidder must have valid license issued by the relevant department.</p> <p>d) The bidder's data center should have a proven uptime service level agreement (SLA) of 99.95% or greater.</p> <p>e) The bidder/agency must have a fully functional Customer Service Center(s) in the province, which is fully operational 24x7x365 days.</p> <p>f) Bidder should not be blacklisted from any firm in the past. Provide Affidavit on non-judicial stamp paper of not being blacklisted, declared in-eligible or debarred by any organization / department for corrupt or fraudulent practices, or no failure to perform with PRCL in past.</p> <p>g) The bidders can Submit their proposals separately for Data Centre or DR Cloud Infrastructure / Managed Hosting Service or also bid for both combined.</p> <p>h) Joint ventures / Consortiums are eligible only for DR Site Co-Location or Cloud Services.</p>		
BDS 10.	Documents Establishing Goods' Eligibility and Conformity to Bidding	ITB 16
<p>Documents: Pursuant to Form T4 Technical compliance of the Bidding Document. Bidders must provide Product Data Sheets from OEM, Technical, Promotional Brochure and Detailed Technical Specifications and features (certified from OEM) of the items quoted. Webinars, Information in electronic format.</p>		
BDS 11.	Bid Security	ITB 17.1
<p>Amount of bid security: 2% (two percent) of bid price must be accompanied by Financial Proposal in sealed envelope.</p> <p>In the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank in Pakistan approved by Purchaser.</p> <p>Bid Security must be valid for a period 28 days beyond the Bid Validity Period.</p> <p>Bid found without/insufficient Bid Security / Earnest Money will be rejected instantly.</p>		
BDS 12.	Bid validity period	ITB 18.1
<p>The rates quoted must remain valid for a period of 120 days (one hundred twenty days) since the date of opening of bids.</p>		
BDS 13.	Sealing and Marking of Bids	ITB 19.1
<ol style="list-style-type: none"> 1. One original bid containing both financial and technical proposal. 2. The Original Bid shall comprise a single sealed package containing sealed envelopes. Original sealed bid should be marked. The outer envelope shall be addressed to the 		



Purchaser at the address given in the BDS, and carry statement **“DO NOT OPEN BEFORE 26-05-2022**

BDS 14.	Contents of the Technical Proposal Envelope	ITB 20
1.	Form T1 Bid Form: duly filled and signed.	
2.	Form T2 Bidder’s Representative: duly filled and signed.	
3.	Form T3 Bidders Eligibility Criteria: duly signed and attached with evidence and reference of each criteria.	
4.	Form T4 Technical Compliance: duly filled, signed and attached with evidence and reference documents such as brochures and data sheets of the offered products.	
BDS 15.	Contents of the Financial Proposal Envelope	ITB 20
1.	Form F1 Bid Form with Financials: duly filled and signed.	
2.	Form F2 Price Schedule.	
3.	Form F3 Bid Security Form (Bank Guarantee) / Earnest Money in shape of Demand Draft/Payment Order.	
BDS 16.	Address for bid submission	ITB 21.1
	Chief Executive Officer Pakistan Reinsurance Company Limited, 32-A, Lalazar Drive, M.T.Khan Road, Karachi	
BDS 17.	Deadline for bid submission	ITB 21.1
	26-05-2022 at 11:00 am	
BDS 18.	Date and Time of bid opening.	ITB 24.1
	26-05-2022 at 11:30 am	
	In case of any unforeseen reasons, unrest or force majeure on the bid submission/ opening date, the bids shall be opened on the next working day at the same place and time.	
	The opening date of Financial Proposal will be communicated to the eligible bidders by the Purchaser.	
BDS 19.	Place of bid opening.	ITB 24.1
	14 th Floor, Board Room, PRC Towers	
BDS 20.	Evaluation of Bids	ITB 27
	Evaluation will be carried out as per the criteria defined in “Section IV. Evaluation Criteria”	
BDS 21.	Purchaser’s Right to Vary Quantities at Time of Award	ITB 31
	Up to 15%	
BDS 22.	Signing of Contract	ITB 35.2



Within fourteen (14) days, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

BDS 23. Performance Security	ITB 36
<p>10% of contract amount is required as performance security, which will be furnished in advance or deducted from final bill, as the case may be and will be returned after completion of 180 days from date of completion of project/delivery.</p>	
BDS 24. Clarification of Bidding Documents	ITB 8
<p>A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include email, telex and facsimile) at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents that it receives no later than twenty-one (21) days. Copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Company.</p>	



Section IV. Technical Specification

“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”

A. Data Centre Co-Location

- 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.
- Installation, access configuration and support of hardware and software needed for co-location services
- Providing connectivity from third party data communication service provider (specifically PTCL /Multinet etc), if needed for PRCL facilities.
- Data Center Co location Service Requirement: Shifting of 42U Rack with following machines/hardware with configuration/arrangement for PRCL to data center with:
 - IBM Power 8(S814) Server machine
 - Domain Controller
 - RMS Application Server
 - Oracle EBS Server
 - Investment Application Server
 - Two (02) SOPHOS XG 135 firewalls in high availability mode
 - Network switches

B. DR Site Co-location/Cloud with Migration Services

- DR Site Co location or Cloud Infrastructure Service Requirement:
 - Domain Controller
 - RMS Application Server
 - Oracle EBS Server
 - Investment Application server
 - Backup of IBM Power 8(S814) Server Machine
- Establishment of secured connectivity through Dark Fiber or MPLS between Co Location Data Center, DR Site 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.
- Establishment of dedicated connectivity with minimum (IP/configuration change of PRCL server configurations) b/w PRCL head office & Data Center using Dark Fiber or MPLS with maximum possible security configuration.

Section IV.

Technical Specifications

- Providing fire proof vault services to store backup tapes and other related stuff belonging to PRCL.
- Estimated power requirement of 6,000 watts or based on the actual load to be fulfilled by the bidder.
- Providing of Wireless backup internet link, Antivirus deployment for virtual servers, and Firewall deployment (Hardware /software) for PRCL gateway with complete deployment plan.
- Complete Migration and configuration of two (2) existing servers as Virtual machines on private cloud (for RMS & Active Directory Servers).

Below tables are part of both jobs;

1. Physical to virtual (p2v) requirement:

The bidder should convert the following physical servers to virtual environment on their Data center on private cloud and also same replica on DR-Site and establish their connectivity access for PRCL Head office and NZO Lahore with secure access:

Sr#	Description	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

2. Point to point connectivity (Dark Fiber –Radio or MPLS) requirement:

S#	Description
1	Secure 200 Mbps Fiber point to point Connectivity between Data center and PRCL Head office
2	60 Mbps Back-Up connectivity over radio or wireless link

3. Additional services/Software/Hardware Subscription:

S#	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	Kasperkey or equivalent antivirus	2
5	Cloud based web application fire wall (SUCURI or equivalent for business)	1

Requirements for Data Center

- Providing space for 01 No. 42 U Rack space (Rack will be provided by PRCL). The space offered should not be higher than 2nd floor.



Section IV.

Technical Specifications

- 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) configurations, capable of providing up to 6000 watt with all cables properly labelled.
- Separate/redundant power provided to the rack should be routed from two separate cable paths.
- Data center facility should have a separate power metering for customer's allocated area / rack.
- Required site should have a proven uptime of 99.95% or greater.
- Bidder shall be responsible to provide physical & remote access to nominated resource personnel for routine operations on its environment, on 24X7X365 basis.
- 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.
- Cabinet, power cord, network cabling, and other patch cables should be Labeled properly.

Requirements for DR Co-Location or Cloud Infrastructure / Managed Hosting:

- Providing access of DR Services to two (2) separate power outlets/jack, with each outlet connected to separate UPS in 2(N) configurations, capable of providing up to 6000 watt.
- RPO timeline be 30 to 40 Minutes and RTO timeline be around 3 hours or less.
- Providing DR Cloud Infrastructure or co-location hosting for production servers.
- Unified replication for all above mentioned Servers on cloud with replication services to support data encryption in transit for replication between Primary to DR site.
- Using existing backup licenses or giving new backup solution with DR and DR drill management is also part of scope of project.
- DR cloud infrastructure / Managed Hosting to be completely managed by bidder or its Joint venture Firm 24*7*365
Provide automated backup service with warranty and onsite support.

Disaster Recovery Services include the following but not limited to:

- Disaster Recovery site (Data Center and Cloud Setup) to be from geographically distant location (Islamabad, Rawalpindi, Lahore) falling under different region or cities of Pakistan.
- Provision to offer Remote VPN services to roaming / mobile users to connect to the DR site securely over public internet (IP VPN).
- Providing end to end working services including the replication tool, DR infrastructure on Cloud / Managed Hosting with DR drill and management.
- Sizing up the optimal bandwidth for replication between DC and DR site (Cloud Infrastructure or Co-Location), If required.



Section IV.

Technical Specifications

- Designing and deploying managed connectivity services to continuously replicate the data to the DR site as well as to redirect the users to the DR site during disaster.
- Training to be provided to staffs / System Administrator on DR, if required.
- Providing of dedicated connectivity link from Primary data center of PRCL to DR site as a part of DR Services;
- Providing of video surveillance record of the DR site of any given point of time as required by PRCL.
- Processing for data recovery checks on defined interval - Minimum 1 recovery exercise in every six months of the Backed-up data. PRCL will define the data recovery plan for examination the data integrity and consistence, if required.
- Minimum 1 Vulnerability Test or Penetration Testing to be done on the setup at least once a year or as per SOPs.

Physical and Environmental Security:

- Raised flooring or anti-static flooring tiles, cable ladder running on the roof with proper firefighting and automatic alarm system
- Level of redundancy, to include N+1 Precision cooling, N+1 UPS, N+1 Generators, to be maintained by the service provider.
- Physical access to the Main Data Centre facility be protected through access card based authentication system.
- Providing controls for maintaining dust free and humidity at acceptable levels in its environment.
- Providing of controlled atmospheric conditioning system (22 to 24 Degree Celsius or below).
- Services to be backed by high QoS (Quality of Service) / SLA (Service Level Agreement)
- Security personnel should be available on 24 hours basis at all the entry and exit points

Seal & Signature of Bidder:	_____
Date:	_____



Section V. Evaluation Criteria

1. Bidder(s) can submit bids for complete requirement or individual item as the case may be.
2. The bidders' minimum Eligibility/Qualification will be ascertained totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Form T3 of Section VI).
3. Technical proposals of only qualified bidders (after minimum eligibility/qualification) shall be evaluated in detail. The Technical Compliance (Form T4 of Section VI) will also be evaluated totally on compliance based method.
4. Samples may be tested as deemed necessary by the purchaser. Samples which are not in accordance with the required specifications will be rejected. Decision of Purchase/Evaluation Committee will be final in this regard.
5. The financial bids of only technically qualified bidders will be evaluated in detail.

The contract will be awarded to the successful Bidder whose bid will be found technically and commercially compliant and has emerged as most advantageous bids.



Section VI. Technical Proposal Forms

Following should be the contents of the Technical Proposal Envelope :		
1.	Bid Form	Form T1
2.	Bidder's Representative	Form T2
3.	Bidders Eligibility Criteria	Form T3
4.	Technical Compliance	Form T4
5.	Schedule of Supplies & Implementation	Form T5

Notes on the Sample Forms.

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 12.1 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 17.1.

The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 13 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to GCC Clause 16, spare parts pursuant to GCC Clause 14, or quantity variations pursuant to ITB Clause 31). The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security and Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 15.3.



Form T1 Bid Form

(Technical Proposal)

Date: _____
 IFB No: DPD/SYS-227/2022
 Title: “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
 Bidder: _____

To:

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

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item or providing of services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank (if applicable) in a sum equivalent to **ten (10) percent** (against the total contract amount for the entire contract period) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser or as deemed by the purchaser.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening under Clause 24 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the most advantageous or any bid you may receive.

Dated this _____ day of _____ 2022

 [Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of .



Form T2 Bidder's Representative

IFB No: DPD/SYS-227/2022
 Title: "Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK"
 Bidder: _____

Bidder's Authorized Representative for this bid is:

Name:	
Designation:	
Specimen Signature:	
Cell:	
Land Line:	
Email:	
Postal Address:	

Seal & Signature of Bidder: _____

Date: _____



Form T3 Bidders Eligibility/Qualification Criteria

IFB No: DPD/SYS-227/2022
 Title: "Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK"
 Bidder: _____

The technical bids will be evaluated as per the below-tabulated criteria. The bids scoring a Minimum of 50 marks in technical evaluation will qualify for the next stage, i.e financial opening.

S#	Descriptions	Total Points	Categorized Points	Documents Required
1	Client Portfolio	15		copies of work order/purchase orders
	Worked with more than 10 local clients/ government/semi government and/or autonomous bodies.		15	
	Worked with more than 7 but less than or equal to 10 local clients/ government/semi government and/or autonomous bodies.		10	
	Worked with more than 4 but less than or equal to 7 local clients/ government/semi government and/or autonomous bodies.		5	
2	Tier Rating	15		Relevant documentary proof
	Tier 3 (or Above Equivalent)		15	
	Tier 2 (or Above Equivalent)		10	
3	Financial Capability	15		Financial audited reports/bank statement
	Annual revenue of company should be greater than Rs.60 million		15	
	If annual revenue is less than or equal to Rs.60 million but greater than 40 million		10	



Section VI

Technical Proposal Form

	If annual revenue is less than or equal Rs.40 million but greater than 20 million		05	
4	Office Address Details	10		Documentary details of Office address on company letter head
	Office Address in Karachi or Lahore		10	
	Office address anywhere in Pakistan, other than Karachi/Lahore		5	
5	Data Center or DR Floor Location	15		Bidder must Share proposed floor details
	1 st to 2 nd		15	
	Ground		10	
	Basement and above 2 nd		05	
Total Points		70		

Note: Total score for financial bid is 30 points out of 100. The financial bid will be evaluated as per the below formula:

$$\text{Financial Score} = 30 \times \text{Lowest Bid (Rs.)} / \text{Quoted Bid (Rs.)}$$

The most advantageous bid (lowest evaluated bid) will be determined as per below formula:

$$\text{Most advantageous Bid} = \text{T. S} + \text{F.S}$$

Please write down the reference of Doc and its page no in this column.

Seal & Signature of Bidder:

Date:



Form T4 Technical Compliance

IFB No: DPD/SYS-227/2022
Title: "Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK"
Bidder: _____

Seal & Signature of Bidder: _____ Date: _____
--



Form T5 Schedule of Supplies

IFB No: DPD/SYS-227/2022
 Title: “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
 Bidder: _____

Schedule of Requirements

The delivery schedule expressed as weeks / months stipulates hereafter a delivery date which is the date of delivery required to Pakistan Reinsurance Company, Head Office, Karachi.

S.#	Description	Required Delivery/ Schedule of service(s) from the Date of Notification of Award
01	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”	60 days

** The Purchaser reserves the right to vary the supply schedule as per its needs.*

Seal & Signature of Bidder: _____

Date: _____



Section VII. Financial Proposal Forms

Following should be the contents of the **Financial Proposal Envelope**:

	Bid Form with Financials	Form F1
	Price Schedule in Pak. Rupees	Form F2
	Bid Security / Earnest Money	Form F3



Form F1 Bid Form with Financials

(Financial Proposal)

Date: _____
 IFB No: DPD/SYS-227/2022
 Title: “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
 Bidder: _____

To:

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

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item or providing services in conformity with the said bidding documents for the sum of ***[total bid amount in words and figures]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **ten (10) percent** (against the total contract amount for the entire contract period) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser or as deemed by Purchaser.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening under Clause 24 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the most advantageous or any bid you may receive.

Dated this _____ day of _____ 2022

[Seal & signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of .



Form F2 Price Schedule

IFB No: DPD/SYS-227/2022
 Title: "Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK"
 Bidder: _____

Below mentioned material will be as per technical specification given in Section V- Technical Specification. All the quotes must be provided as per format specified below.

Note:

Prices should be inclusive of all applicable taxes and duties.

The prices should include the price of incidental services. No separate payment shall be made for the incidental services.

Sr.#	Description	Quantity	Amount (Rs.)
1	<i>Data Centre Co-Location</i>	1	
2	<i>DR Site Co-location/Cloud with Migration Services</i>	1	
Total			

Total Amount in Words:

Seal & Signature of Bidder:		
Date:		



Form F3 Bid Security Form (Bank Guarantee)

(Financial Proposal)

Date: _____
 No. _____
 Amount: **2% of Bid Amount**
 Validity: **28 days beyond Bid Expiry date**

To:

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

We have been informed that *[insert: name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert: bid date]* (hereinafter called "the Bid") for the execution of “**Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK**” under Invitation for Bids No. DPD/SYS-227/2022 (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert: name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures] [insert: amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Company during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder’s bid.

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

This guarantee is valid until the _____ day of _____ 2022.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]



Section VIII. Form of Contract Agreement

THIS CONTRACT made the ____ day of _____ 2022 between Pakistan Reinsurance Company Limited (PRCL) (hereinafter called “**the Purchaser**”) of the one part and *[the Supplier]’s* of _____, Pakistan (hereinafter called “**the Supplier**”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., “*Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK*” and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. Appendices;
 - Appendix -1 Notification of Award
 - Appendix -2 Acceptance Letter
 - Appendix-3 Supplier’s Representative
 - Appendix-4 Service Level Maintenance Agreement
 - Appendix-5 Technical Specifications
 - Appendix-6 Delivery & Implementation Schedule
 - Appendix-7 Price Schedule
 - Appendix-8 Payment Schedule
 - Appendix-9 Supplier Account Form (S2)
 - Appendix -10 Performance Security (Bank Guarantee)
 - Appendix -11 Advance Payment (Bank Guarantee)
 - Appendix -12 Integrity Pact
 - Appendix -13 Sample Forms of the Contract Agreement
 - Appendix -14. The Supplier’s Bid
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract



Section VIII.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

5. This Contract can only be amended or extended in writing and upon mutual agreement of both the parties.

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

Sign and seal, (for the Purchaser):

Name:
Designation:

Witness 1: _____
Name:
Designation:

Witness 2: _____
Name:
Designation:

Sign and seal, (for the Service Provider/Supplier):

Name:
Designation:

Witness 1: _____
Name:
Designation:

Witness 2: _____
Name:
Designation:



Section IX. 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 agreement entered into between the Purchaser 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 Original Contract Price" means the total price agreed at the time of signing the contract payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
- d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other 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 Purchaser" means the Pakistan Reinsurance Company, purchasing Goods, as named in SCC.
- h. "The Islamic Republic of Pakistan" is the country named in SCC.
- i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j. "The Project Site," where applicable, means the place or places named in SCC.
- k. "Day" means calendar day.
- l. "Installation and Operational Acceptance" where applicable means the Installation and Acceptance of a product defined as in SCC.
- m. "The Actual (Adjusted) Contract Price" means the price payable to the Supplier under the Contract after all the adjustments of quantities, lengths and extent of deliveries after installation and or Acceptance for the full and proper performance of its contractual obligations.
- n. "Equipment" – is the set of all the components of the project.
- o. "Sub Equipment" – is a subset of the components of the project grouped for a site or for a particular category/type of supplies.



2.Application	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3.Country of Origin	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government</p> <p>3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
4. Standards	4.1 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.
5. Use of Contract Documents and Information; Inspection and Audit by the Company	<p>5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.</p> <p>5.3 The Bidder shall permit the Company to inspect the Bidders accounts and records relating to the performance of the Bidders and to have them audited by auditors appointed by the Bidder, if so required.</p>
6. Patent Rights	6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
7. Performance Security	<p>7.1 Within twenty (21) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC, or it may be deducted from bill as desired by the purchaser.</p> <p>7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.</p> <p>7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee or an irrevocable letter of credit issued by a reputable bank located</p>

	<p>in the Islamic Republic of Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or</p> <p>7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p> <p>7.5 No payment shall be made in case of the expiry of performance security.</p>
<p>8. Inspections and Tests</p>	<p>8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>8.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Islamic Republic of Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p> <p>8.6 - Appropriate tests and verifications to ensure the consistency of product with conditions laid down in bidding documents.</p>
<p>9. Packing</p>	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
<p>10. Delivery and Documents</p>	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p>
<p>11. Insurance</p>	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Purchaser after having been delivered; hence insurance coverage is Supplier's responsibility, without Cost and Consequences at Purchaser Part.</p>
<p>12. Transportation</p>	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Islamic Republic of Pakistan, transport to such place of destination in the Islamic Republic of Pakistan, including insurance and storage, as shall be specified in the Contract, shall be</p>

	arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
13. Incidental Services	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.</p>
14. Payment	<p>14.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>14.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.</p> <p>14.4 The currency of payment is Pak. Rupees.</p>
15. Prices	<p>15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.</p>
16. Change Orders	<p>16.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:</p>

	<p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured, customized for the Purchaser;</p> <p>(b) the method of shipment or packing;</p> <p>(c) quantities of goods</p> <p>(d) the place of delivery; and/or</p> <p>(e) the Services to be provided by the Supplier.</p> <p>16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
17. Contract Amendments	17.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
18. Assignment	18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
19. Subcontracts	<p>19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>19.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
20. Delays in the Supplier's Performance	<p>20.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>20.2 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 Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>20.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
21. Liquidated Damages	21.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay

	<p>until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p>
22. Termination for Default	<p>22.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods or performance of services within the period(s) specified in the Contract , or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
23. Force Majeure	<p>23.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>23.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
24. Termination for Convenience	<p>24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by</p>

	<p>the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>
<p>25. Resolution of Disputes</p>	<p>25.1 Amicable Settlement</p> <p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>25.2 Dispute Settlement</p> <p>25.2.1 If any dispute arises between the Client and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 28 days of the notification of disagreement of one party to the other.</p> <p>25.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>25.2.3 The arbitration shall be conducted in accordance with the Arbitration Act of 1940.</p>
<p>26. Governing Language</p>	<p>26.1 The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
<p>27. Applicable Law</p>	<p>27.1 The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan</p>
<p>28. Notices</p>	<p>28.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<p>29. Taxes and Duties</p>	<p>29.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>
<p>30. Overriding effect of Public Procurement Rules 2004</p>	<p>30.1 In case of conflict or primacy of interpretation the provisions of PPR 2004 shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents</p>

<p>31. Effectiveness of Contract and Commencement of Services</p>	<p>31.1 This Contract shall come into effect on the date the Contract is signed by both the parties or such other date as may be stated in the SCC.</p> <p>31.2 The Supplier shall start carrying out the Services from the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>31.3 Unless terminated earlier, the Supplier shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Supplier does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC Clause 23. In this case, the Completion Date will be the date of completion of all activities.</p>
<p>32. Independent Contractor Status</p>	<p>32.1 The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship.</p> <p>32.2 The service provider acknowledges and agrees that the Purchaser will not provide the service provider or its personnel with any remuneration, employee benefits, health insurance and that income tax / withholding tax is service provider's responsibility. The service provider shall ensure all applicable laws are strictly followed.</p>



Section X. 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.

SCC 1.	Definitions	GCC Clause 1
	<p>a. “The Contract” is “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”</p> <p>b. “The Contract Price” is</p> <p>g. “The Purchaser” is the Pakistan Reinsurance Company Limited, Karachi</p> <p>i. “The Supplier” is [the Supplier]’s</p>	
SCC 2.	Performance Security	GCC Clause 7
	<p>10% of contract amount is required as performance security in advance or may be deducted from final bill. This performance security will be released upon completion of all contractual obligations and defect Liability Period which is 180 days.</p>	
SCC 3.	Delivery and Documents	GCC Clause 10
	<p>If applicable upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The delivery will be signed off by the designated Project Manager of the Company after due verification of Item supplies, Country of Origin, Shipment Documents and Quantity.</p> <p>The In-Land transportation for the delivery of all supplies up to the Company’s Premises is the responsibility of Supplier. The Supplier shall transport and deliver the consignment at Pakistan Reinsurance Company Limited, Karachi or such other site as decided by the Purchaser in terms of item GCC 1.1(k).</p> <p>The Supplier shall mail the following documents to the Purchaser:</p> <p>i. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>ii. Packing List identifying the contents of each package;</p>	



-
- iii. Delivery note, railway receipt, or truck receipt;
 - iv. Insurance certificate when Supplier is responsible for transportation;
 - v. Warranty and guarantee certificate;
 - vi. Certificate from the Supplier that the supplied Goods are exactly in accordance with the specifications those have been provided.
Certificate of origin (if required)
-

SCC 4. Warranty (GCC Clause 15)
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-omitted-

SCC 5. Defective Items

If defective items are found after the supplies, supplier will replace the defective item, free of cost, within one week after being notified by the purchaser.

SCC 6. Payment	GCC Clause 16
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The cost of items delivered/performance of services will be paid after complete deliveries and upon submission of satisfactory report by the end user.

SCC 7. Prices	GCC Clause 17.1
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Prices payable to the Supplier as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.

SCC 8. Subcontracts	GCC Clause 21
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The supplier will be essentially required to provide necessary CNIC of the Project Manager, Engineers, Technicians, labours, subcontractors and other logistic resources etc.



The supplier will be responsible for the supervision, safety and discipline of their own staff and the subcontractors working within the Purchaser's premises during the course of the project.

The staff and labors of the supplier and its subcontractors should be well equipped with the safety gears while working in the Company during the period of the contract.

During the project implementation if anything is damaged or dig by vendor then the selected vendor will have to repair / rectify or replace if not repairable the damaged item in all respect pertaining to civil, electrical, office furniture etc.

The digging, channelling and cabling work inside and outside, if desired, has to be carried out during off-hours of working days and on the holidays subject to the prior permissions from Security Department of the Company.

The bidders must adhere to the rules, discipline and practices of the Company, during the entire course of project

SCC 9. Liquidated Damages	GCC Clause 23
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GCC23 Subject to Clause 25 herein:

If the Supplier fails to complete the delivery/performance on the agreed timelines the Purchaser shall deduct from the invoice payables for the One-time cost of the project as liquidated damages, a sum equivalent to 0.05 percent of the Contract Price for each week of delay until actual delivery is made, up to a maximum deduction of 10% of the Contract Price. After which the purchaser may consider termination of the contract pursuant to GCC 24.

SCC 10. Resolution of Disputes	GCC Clause 27.1
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The dispute resolution mechanism to be applied pursuant to GCC Clause 27.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with Arbitration Act of 1940

SCC 11. Applicable Law	GCC Clause 29.1
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In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with Arbitration Act of 1940



Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

SCC 12. Notices

GCC Clause 30.1

Purchaser's address for notice purposes:

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



Section XI. Appendices (Contract)

- Appendix -1 Notification of Award
- Appendix -2 Acceptance Letter
- Appendix-3 Supplier's Representative
- Appendix-4 Technical Specifications
- Appendix-5 Delivery & Implementation Schedule
- Appendix-6 Price Schedule
- Appendix-7 Payment Schedule
- Appendix-8 Supplier Account Form (S2)
- Appendix -9 Performance Security (Bank Guarantee)
- Appendix -10 Advance Payment (Bank Guarantee)
- Appendix -11 Integrity Pact
- Appendix -12 Sample Forms of the Contract Agreement
 - I. Sample Approval Certificate
 - II. Delivery Confirmation Certificate
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Appendix -1 Notification of Award



PAKISTAN REINSURANCE COMPANY
32-A, Lalazar Drive, M.T. Khan Road
Head Office-Karachi

[Ref. No.]

[Date]

IFB No: DPD/SYS-227/2022

Title: “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”

To:

[insert: name and address of Supplier]

Notification of Award for “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”

Dear Sir or Madam,

It is hereby informed that *[the Supplier]’s* bid for “*Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK*” has been accepted for a sum of .

Please acknowledge with your Letter of Acceptance.

Yours Sincerely

[Procurement Specialist]



Appendix -2 Acceptance Letter

[Ref. No.]

[Date]

IFB No: DPD/SYS-227/2022

Title: "Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK"

To:

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

Letter of Acceptance for “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”

Dear Sir,

We hereby Confirm and Accept the Notification of Award (*Insert Ref. No. of NoA*) for “*Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK*” for a sum of

We will submit requisite Performance Guarantees within twenty one (21) days and sign & return the Contract Agreement within twenty four (24) days from receipt of the Contract Form as per the terms of the Bidding Documents.

Yours Sincerely

Name

Designation

[the Supplier]’s

Date:



Appendix-3 Supplier’s Representative

No:	DPD/SYS-227/2022
Title:	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
Supplier:	<i>[the Supplier]’s</i>

Supplier’s appointed Representatives are:

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	



Appendix-4 Technical Specifications

No:	DPD/SYS-227/2022
Title:	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
Supplier:	<i>[the Supplier]’s</i>

May be included at the time of signing of contract



Appendix-5 Delivery & Implementation Schedule

No:	DPD/SYS-227/2022
Title:	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
Supplier:	<i>[the Supplier]’s</i>

May be included at the time of signing of contract



Appendix-6 Price Schedule

No:	DPD/SYS-227/2022
Title:	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
Supplier:	<i>[the Supplier]’s</i>

May be included at the time of signing of contract



Appendix-7 Payment Schedule

No:	DPD/SYS-227/2022
Title:	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
Supplier:	<i>[the Supplier]’s</i>

May be included at the time of signing of contract

Appendix -9 Performance Security (Bank Guarantee)

No:	DPD/SYS-227/2022
Title:	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
Supplier:	<i>[the Supplier]’s</i>

Date: _____
 No. _____
 Amount: _____
 Validity: _____

To:

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

WHEREAS *[the Supplier]’s* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. **DPD/SYS-227/2022** *[reference number of the contract]* to “**Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK**” (hereinafter called “the Contract”).

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

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

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



aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 202__.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]



Appendix -10 Advance Payment (Bank Guarantee)

(If Required)

No:	DPD/SYS-227/2022
Title:	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
Supplier:	<i>[the Supplier]’s</i>

Date: _____

No. _____

Amount: _____

Validity: _____

To:

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

WHEREAS *[the Supplier]’s* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. **DPD/SYS-227/2022** *[reference number of the contract]* to “**Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK**” (hereinafter called “the Contract”).

Whereas, in accordance with the terms of the said Contract, the Company has agreed to pay or cause to be paid to the Service Provider an Advance Payment in the amount of *[insert: amount in numbers and words, for each currency of the Advance Payment]* due to the Service Provider.

By this letter we, the undersigned, *[insert: name of Bank]*, a bank (or company) organized under the laws of *insert: country of Bank*] and having its registered/principal office at *[insert: address of Bank]*, (hereinafter, “the Bank”) do hereby jointly and severally with the Service Provider irrevocably guarantee repayment of the said amounts upon the first demand of the Bank without cavil or argument in the event that the Service Provider fails to commence or fulfill its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said Advance Payment to the Bank. Provided always that the Bank’s obligation shall be limited to an amount equal to the outstanding balance of the Advance Payment as calculated in accordance with the Special Conditions of Contract for GCC Clause 13.2.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Service Provider until the date upon which the Service Provider has fully repaid the amount so advanced to the Bank in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not. Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

This guarantee is valid until the ____ day of _____ 202__.

Signature and seal of the Guarantors



[name of bank or financial institution]

Appendix -11 Integrity Pact



PAKISTAN REINSURANCE COMPANY

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Goods, Services & Works

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

No:	DPD/SYS-227/2022
Title:	“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”
Supplier:	[the Supplier]’s

[the Supplier]’s hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier]’s represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[the Supplier]’s certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[the Supplier]’s accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier]’s agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission,



gratification, bribe, finder's fee or kickback given by [the Supplier]'s as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Appendix -13 Sample Forms of the Contract Agreement

- I. Sample Approval Certificate
- II. Delivery Confirmation Certificate
- III. Operational Acceptance Certificate Form



I. Sample Approval Certificate (If applicable)

Date: [insert: date]
 IFB: DPD/SYS-227/2022
 Contract: “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”

To:
 [insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between [the Supplier]’s and *Pakistan Reinsurance Company* (hereinafter the “*Purchaser*”) dated [insert: date of Contract], relating to the “*Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK*”, we hereby notify you that the sample of Goods (or parts) have been approved for delivery and installation on the date specified below.

1. Description of the Sample of Goods (or relevant or parts or major component thereof): “*Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK*”
2. Date of Sample Verification: [insert: date]

Notwithstanding the above, you are required to complete the delivery of outstanding items listed in Contract Agreement as per sample approved. This letter shall not relieve you of your obligation to deliver, install, configure, integrate (as applicable) and achieve Operational Acceptance of the entire System (if applicable) in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Company

Signed: _____

Date: _____

in the capacity of: Procurement Specialist or nominee thereof



II. Delivery Confirmation Certificate

Date: [insert: date]
 IFB: DPD/SYS-227/2022
 Contract: “Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”

To:
[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between *[the Supplier]’s* and *Pakistan Reinsurance Company* (hereinafter the “*Purchaser*”) dated *[insert: date of Contract]*, relating to the “*“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”*”, we hereby notify you that the Goods (or parts or major component thereof) was deemed to have been delivered on the date specified below.

1. Description of the Goods (or relevant or parts or major component thereof): “*“Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK”*”
2. Date of Delivery: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in Contract Agreement as soon as practicable. This letter shall not relieve you of your obligation to install, configure, integrate (as applicable) and achieve Operational Acceptance of the entire System (if applicable) in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Company

Signed: _____

Date: _____

in the capacity of: Procurement Specialist or nominee thereof



III. Operational Acceptance Certificate Form (If Required)

Date: [insert: date]
 IFB: DPD/SYS-227/2022
 Contract: "Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK"

To:
[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between *[the Supplier]'s* and *Pakistan Reinsurance Company* (hereinafter the "*Purchaser*") dated *[insert: date of Contract]*, relating to the "*Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK*", we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Company hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): "*Data Centre Co-Location and DR Site Co-location/Cloud with Migration Services for PRCL, HOK*"
2. Date of Operational Acceptance: *[insert: date]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Company

Signed: _____

Date: _____

in the capacity of: Procurement Specialist or nominee thereof



Appendix - 14. The Supplier's Bid

