

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 21/22-23

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from the authorized services providers/principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

Cloud Services - IaaS for SECP

Bidding document for above mentioned requirement and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned and can also be downloaded from https://www.secp.gov.pk/procurement/

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before May 16, 2023 by 1100Hrs and will be opened on the same day at 1130Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9195477/051-9195437 during office hours (Monday to Friday excluding Public Holidays)

Mr. M. Ubaidullah Khalid, Add. Joint Director (Admin) NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

INVITATION TO BID

Procurement of Cloud Services – IaaS for SECP

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

Securities and Exchange Commission of Pakistan

PREFACE

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Ordinance- 2002; Public Procurement Rules-2004 and allied Regulations, Regulatory Guides and Guidelines.

The document consists of general as well as specific provisions to be applicable for the procurement of CLOUD SERVICES – IAAS FOR SECP.



Bidding Document

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications*.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the goods to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

Securities and Exchange Commission of Pakistan (SECP)

Bid No. T#21/22-23

For

Cloud Services - IaaS for SECP

Invitation to Bids

Date: April 28, 2023

- 1. This Invitation to Bids follows the Procurement Notice (PN) No.T#21/22-23 for the subject procurement which appeared on PPRA Website and subsequently published in two daily newspapers.
- 2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2022-23. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Cloud Services IaaS for SECP.
- 3. SECP now invites sealed bids from eligible Suppliers for Cloud Services IaaS for SECP.
- 4. The bidding shall be conducted in line with the Single Stage Two Envelop procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
- 5. All bids must be accompanied by a Bid Security in an acceptable form in the amount of Rs.150,000
- 6. The original bid, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address Securities and Exchange Commission of Pakistan (SECP), 4th Floor NICL Building, Jinnah Avenue, Blue Area, Islamabad. or before 1100Hrs on May 16, 2023. The bids (or technical part of the bids as the case may be) will be opened promptly thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the Securities and Exchange Commission of Pakistan (SECP), 4th Floor NICL Building, Jinnah Avenue, Blue Area, Islamabad.

M. Ubaidullah Khalid, Additional Joint Director (Admin) Securities and Exchange Commission of Pakistan (SECP), 4th Floor NICL Building, Jinnah Avenue, Blue Area, Islamabad.

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

			A. INTRODUCTION
1.	Scope of Bid	1.1.	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Cloud Services – IaaS for SECP as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver the services within the specified period and timeline(s) as stated in the BDS .
2.	Source of Funds	2.1.	Source of funds is referred in Clause-2 of Invitation for Bids.
3.	Eligible Bidders	3.1.	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. (The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).
		3.2.	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
		3.3.	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
		3.4.	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
		3.5.	The invitation for Bids is open to all prospective supplier,

3.6.	manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Foreign Bidders must be locally registered with the
~	appropriate national incorporating body or the statutory body, before participating in the national/international competitive
	tendering with the exception of such procurements made by
	the foreign missions of Pakistan. For such purpose the
	bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be
	submitted to the procuring agency along with their bid,
Analis	however, the final award will be subject to the complete
2.7	registration process.
3.7.	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A
	Bidders may be considered to have a conflict of interest
	with one or more parties in this Bidding process, if they:
	a) are associated or have been associated in the past,
	directly or indirectly with a firm or any of its affiliates which have been
M 345	engaged by the Procuring Agency 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. b) have controlling shareholders in common; or
	c) receive or have received any direct or indirect
	subsidy from any of them; or
	 d) have the same legal representative for purposes of this Bid; or
	e) have a relationship with each other, directly or
	through common third parties, that puts them in a
	position to have access to information about or influence on the Bid of another Bidder, or influence
	the decisions of the Procuring Agency regarding
	this Bidding process; or
	f) Submit more than one Bid in this Bidding process.
3.8.	A bidder may be ineligible if
	a) he is declared bankrupt or, in the case of company or
	firm, insolvent; b) payments in favor of the Bidder is suspended in accordance
	with the judgment of a court of law other than a judgment
	declaring bankruptcy and resulting (in accordance with the

		national laws) in the total or partial loss of the right to administer and dispose of its property; c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9.	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively
	3.10.	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11.	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid
4. Eligible Goods and Related Services	4.1.	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".
V	4.2.	For purposes of this Clause, "origin" means the place where
	4.3.	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4.	To establish the eligibility of the Goods and the related services,
	4.5.	If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods

		indicated in its Bid.
5. One Bid per Bidder	5.1.	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2.	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3.	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1.	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. BIDDING DOCUMENTS
7. Contents of Bidding Documents	7.1.	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I -Invitation to Bids Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract
		(SCC) Section IX Contract Forms
	7.2.	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.3.	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the

		7.4.	Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms. The Bidder is expected to examine all instructions, forms,
	GI IN I		
8.	Clarification of Bidding Documents	8.1.	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS .
		8.2.	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in case of alternate methods of Procurement.
		8.3.	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.
		8.4.	In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
		8.5.	Should the Procuring Agency deem it necessary to amend
		8.6.	If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
9.	Amendment of Bidding Documents	9.1.	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
		9.2.	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB
			7.1 and shall be communicated in writing or in any identified

		electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3.	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.
		C. PREPARATION OF BIDS
10. Language of Bid	10.1.	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1.	 The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

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		e) Documentary evidence established in accordance with
		ITB 12 that the goods and related services to be
		supplied by the Bidder are eligible goods and services,
		and conform to the Bidding Documents;
		f) Bid security or Bid Securing Declaration furnished in
		accordance with ITB 18;
		g) Duly Notarized Power of Attorney authorizing the
	29	signatory of the Bidder to submit the bid; and
		h) Any other document required in the BDS
	11.2.	Where a sample(s) is required by a procuring agency, the
		sample shall be:
		a) submitted as part of the bid, in the quantities,
		dimensions and other details requested in the BDS;
000		b) carriage paid;
AAL		c) received on, or before, the closing time and date for the
		submission of bids; and
		d) evaluated to determine compliance with all
		characteristics listed in the BDS.
	11.2	
	11.3.	The Procuring Agency shall retain the sample(s) of the
		successful Bidder. A Procuring Agency shall reject the Bid if
		the sample(s)-
		a) do(es) not conform to all characteristics prescribed in
		the bidding documents; and
		b) is/are not submitted within the specified time
		clearly mentioned in the Bid Data Sheet.
	11.4.	Where it is not possible to avoid using a propriety article as a
		sample, a Bidder shall make it clear that the propriety article is
		displayed only as an example of the type or quality of the
		goods being Bided for, and that competition shall not thereby be
		limited to the extent of that article only.
	11.5	
	11.5.	Samples made up from materials supplied by a Procuring Agency
		shall not be returned to a Bidder nor shall a Procuring Agency be
		liable for the cost of making them.
	11.6.	All samples produced from materials belonging to an unsuccessful
		Bidder shall be kept by the Procuring Agency till thirty
		(30) days from the date of award of contract or exhaust of all
		the grievance forums (including those pending at Authority's
		Level or in some Court of Law).
12. Documents	12.1.	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid,
Establishing		all those documents establishing the eligibility in
Eligibility of		conformity to the terms and conditions specified in the
Goods and		Bidding Documents for all goods and related services
Related		which the Bidder proposes to deliver.
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Services and Conformity to Bidding Documents		
	12.2.	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3.	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical specifications and performance characteristics of the Goods b) an item-by-item commentary on the Procuring Agency'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; c) any other procurement specific documentation requirement as stated in the BDS.
	12.4.	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
	12.5.	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references
	12.6.	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1.	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid,
	13.2.	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring

		Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3.	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:
	-5	
		 a) in the case of a Bidder offering to deliver goods 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 deliver the goods in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.
		c) in the case of a Bidder not doing business within 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. d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1.	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1.	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2.	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3.	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the e respective item(s) of the remaining substantially responsive

	bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
15.5	the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
15.6	Prices indicated on the Price Schedule shall be entered separately in the following manner: a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): i. the price of the goods quoted EXW (exworks, exfactory, ex-warehouse, exshowroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
	 A. on the components and raw material used in the manufacturing or assembly of goods quoted exworks or ex-factory; or B. on the previously imported goods of foreign origin quoted exwarehouse, ex-showroom, or off-the-shelf.
	ii. all applicable taxes which will be payable on the goods if the contract is awarded.iii. the price for inland transportation, insurance,

3	and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS iv. the price of other (incidental or allied) services, if any, listed in the BDS . b) For goods offered from abroad:
	i. the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or
	ii. the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or
	iii. the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.
	iv. the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.
	v. the price of (incidental) services, if any, listed in the BDS .
15.7.	Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring

		Agency's right to contract on any of the terms and conditions offered: -
		a) For Goods: -
	-3	 i. the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS
5	\$ \\ .	ii. all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and
		b) For Related Services
30 1		
		i. The price of the related services, and
		ii. All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.8.	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.9.	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1.	Prices shall be quoted in the following currencies:
		 a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS. b) For goods and related services that the Bidder will
		b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or
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	16.2.	components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies. For the purposes of comparison of bids quoted in
	10.2.	different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the
100	110	date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3.	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4.	Bidders may be required by the Procuring Agency to clarify
17. Bid Validity Period	17.1.	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2.	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with
	17.3.	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract

price may be adjusted by a factor specified in the request extension. However, the Bid evaluation shall be based or already quoted Bid Price without taking into consideration the above correction.	
18. Bid Security or 18.1. Pursuant to ITB 11 , unless otherwise specified in the BDS .	, the
Bid Securing Bidder shall furnish as part of its Bid, a Bid Securit	ty in
Declaration form of fixed amount not exceeding five percent of	the
estimated value of procurement determined by the procu	uring
agency and in the amount and currency specified in the	BDS
or Bid Securing Declaration as specified in the BDS in	n the
format provided in Section VI (Standard Forms).	
18.2. The Bid Security or Bid Securing Declaration is require	ed
to protect the Procuring Agency against the risk	
Bidder's conduct which would warrant the security	
forfeiture, pursuant to ITB 18.9.	
18.3. The Bid Security shall be denominated in the loc	cal
currency or in another freely convertible currency, and	
shall be in the form specified in the BDS which shall be	
any of the following:	
a) a bank guarantee, an irrevocable letter of credit is	ssued
by a Scheduled bank in the form provided in	
Bidding Documents or another form acceptable to	
Procuring Agency and valid for twenty-eight (28)	
beyond the end of the validity of the Bid. This	1 1000 100
also apply if the period for Bid Validity is extended	
either case, the form must include the complete m	name
of the Bidder;	
b) a cashier's or certified cheque; or	
c) another security if indicated in the BDS	
18.4. The Bid Security or Bid Securing Declaration shall b	ne in
accordance with the Form of the Bid Security or	
Securing Declaration included in Section VI (Stand	
· ·	
Forms) or another form approved by the Procu	armg
Agency Prior to the Bid Submission.	
18.5. The Bid Security shall be payable promptly upon written	
demand by the Procuring Agency in case any of the	ne
conditions listed in ITB 18.9 are invoked.	
18.6. Any Bid not accompanied by a Bid Security or B	
Securing Declaration in accordance with ITB 18.1 c	or

19.2 shall be rejected by the Dreauring Agency as non
18.3 shall be rejected by the Procuring Agency as non-
8.7. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
a) the expiry of the Bid Security;
b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;
 c) the rejection by the Procuring Agency of all Bids; d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
8.8. The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42 .
8.9. The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii. does not accept the correction of errors pursuant to ITB 30.3; or b) in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB 41;

		or
		01
		ii. to furnish performance security (or guarantee) in accordance with ITB 42.
19. Alternative	19.1.	Bidders shall submit offers that comply with the
Bids by		requirements of the Bidding Documents, including the
Bidders		basic Bidder's technical design as indicated in the
		specifications
	19.2.	When alternative schedule for delivery of goods is
		explicitly invited, a statement of that effect will be
		included in the BDS as will the method for evaluating
(And		different schedule for delivery of goods.
	19.3.	If so allowed in the BDS , Bidders wishing to offer technical
		alternatives to the requirements of the Bidding Documents must
		also submit a Bid that complies with the requirements of the
		Bidding Documents, including the basic technical design
		as indicated in the specifications. In addition to submitting the
		basic Bid, the Bidder shall provide all information necessary
		for a complete evaluation of the alternative by the Procuring
24 60		Agency, including technical specifications, breakdown of prices,
		and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the
		basic technical requirements (without altering the bid price)
		shall be considered by the Procuring Agency.
20. Withdrawal,	20.1.	Before bid submission deadline, any bidder may withdraw,
Substitution,	20.11.	substitute, or modify its Bid after it has been submitted by
and		sending a written notice, duly signed by an authorized
Modification	A	representative, and the corresponding substitution or
of Bids		modification must accompany the respective written notice.
	20.2.	Bids requested to be withdrawn in accordance with ITB 20.1
		shall be returned unopened to the Bidders
21. Format and	21.1.	The Bidder shall prepare an original and the number of copies
Signing of Bid		of the Bid as indicated in the BDS, clearly marking each
		"ORIGINAL" and "COPY," as appropriate. In the event of any
		discrepancy between them, the original shall prevail:
		Provided that except in Single Stage One Envelope Procedure,
		the Bid shall include only the copies of technical proposal.
	21.2.	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 sign on behalf of the
		Bidder. This authorization shall consist of a written
		confirmation as specified in the BDS and shall be attached to
		the Bid. The name and position held by each person signing the

		4 1 2
		authorization must be typed or printed below the signature. All
		pages of the Bid, except for un-amended printed literature,
	21.2	shall be initialed by the person or persons signing the Bid.
	21.3.	Any interlineations, erasures, or overwriting shall be valid
		only if they are signed by the person or persons signing the
		Bidder
		D. SUBMISSION OF BIDS
22. Sealing an	22.1.	In case of Single Stage One Envelope Procedure, the Bidder
Marking of		shall seal the original and each copy of the Bid in separate
Bids		envelopes, duly marking the envelopes as "ORIGINAL"
		and "COPY." The envelopes shall then be sealed in an outer
		envelope securely sealed in such a manner that opening and
JAN A K		resealing cannot be achieved undetected.
		Note: The envelopes shall be sealed and marked in accordance
		with the bidding procedure adopted as referred in Rule-36 of
		PPR-2004.
	22.2.	The inner and outer envelopes shall:
		a) be addressed to the Procuring Agency at the address
		given in BDS; and
01/00		b) bear the title of the subject procurement or Project
		name, as the case may be as indicated in the BDS , the
		Invitation to Bids (ITB) title and number indicated in the BDS , and a statement: "DO NOT OPEN
		BEFORE," to be completed with the time and the date
		specified in the BDS , pursuant to ITB 23.1.
ZJANI)	22.3.	In case of Single Stage Two Envelope Procedure, The Bid shall
		comprise two envelopes submitted simultaneously, one called
		the Technical Proposal and the other Financial Proposal. Both
		envelopes to be enclosed together in an outer single
		envelope called the Bid. Each Bidder shall submit his bid as
		under:
		a) Bidder shall submit his TECHNICAL PROPOSAL and
		FINANCIAL PROPOSAL in separate inner envelopes
		and enclosed in a single outer envelope.
		b) ORIGINAL and each copy of the Bid shall be
		separately sealed and put in separate envelopes and
		marked as such.
		c) (c) The envelopes containing the ORIGINAL and
		copies will be put in one sealed envelope and addressed
	22.4	/ identified as given in Sub- Clause 21.2.
	22.4.	The inner and outer envelopes shall:
		a) be addressed to the Procuring Agency at the address
		provided in the Bidding Data;
		b) bear the name and identification number of the contract

23. Deadline for Submission of	23.1.	as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to ITB 23.1. c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24 Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS.
Bids		the date and time specified in the BBS.
	23.2.	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1.	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23.
	24.2.	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1.	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2.	Revised bid may be submitted after the withdrawal of the original
		bid in accordance with the provisions referred in ITB 22.
	Е. (OPENING AND EVALUATION OF BIDS
26. Opening of Bids	26.1.	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2.	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

	26.3.	Cagond outer anyalones marked "CLIDCTITLITION" about be
	3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
S	26.4.	Next, outer envelopes marked "MODIFICATION" shall be
		opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
87/84	26.5.	Other envelopes holding the Bids shall be opened one at a time,
		in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6.	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7.	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

	26.8.	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9.	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24.
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non- responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1.	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

	27.2.	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3.	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1.	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31.
	28.2.	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope
	28.3.	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: i. evaluation & qualification criteria; ii. required scope of work or specifications; iii. all securities requirements; iv. tax requirements; v. terms and conditions of bidding documents. vi. change in the ranking of the bidder
20	28.4.	From the time of Bid opening to the time of Contract award
	20.4.	if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bis	29.1.	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
		a) meets the eligibility criteria defined in ITB 3 and ITB 4;

	b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
	c) has been properly signed;
	d) is accompanied by the required securities; and
3	e) is substantially responsive to the requirements of the Bidding Documents.
8.	
	The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: a) affects in any substantial way the scope, quality, or
	performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
29.3	2 1 2 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2
29.4	
	irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting

	from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to — a) Submit the number of copies of signed bids required by the invitation; b) Furnish required information concerning the number of its employees; c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
	9.5. Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	9.6. Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	9.7. If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	0.1. The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

	30.2.	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation. If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 29, it shall reject the Bid.
31. Correctness of Errors	31.1.	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the totalshall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2.	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9.

32. Conversion to Single Currency	32.1.	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
3	32.2.	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1.	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2.	In evaluating the Technical Proposal of each Bid, the Procuring shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted. The Procuring Agency's evaluation of a Bid will take into account: i. in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; ii. in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
	33.3.	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with

applicable INCOTERM in the price of the goods offered from outside Pakistan.
 Journal of the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5: a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and aftersales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications. 3.5. For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS: a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals. Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price. b) Delivery Schedule i. The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered
(shipped) at the time specified in the Schedule of

Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the BDS, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

Or

ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

- required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements.

 Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.
- c) Deviation in payment schedule
 - i. Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered

by the selected Bidder.

Or

- ii. The SCC stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.
- d) Cost of spare parts
 - i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **BDS**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

Or

ii. The Procuring Agency will draw up a list of highusage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

Or

- iii. The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the BDS, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.
- e) Spare parts and after sales service facilities in Pakistan

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.

	f) Operating and maintenance costs
	f) Operating and maintenance costs
	Since the operating and maintenance costs of the goods under
	procurement form a major part of the life cycle cost of the
	equipment, these costs will be evaluated in accordance with the criteria specified in the BDS or in the Technical
	Specifications.
	g) Performance and productivity of the equipment.
	i. Bidders shall state the guaranteed performance or
	efficiency in response to the Technical
	Specification. For each drop in the performance or
	below the norm of 100, an adjustment for an
	amount specified in the BDS will be added to the
	Bid Price, representing the capitalized cost of
	additional operating costs over the life of the
	plant, using the methodology specified in the BDS
	or in the Technical Specifications. Or
	ii. Goods offered shall have a minimum
	productivity specified under the relevant
	provision in the Technical Specifications to be
	considered responsive. Evaluation shall be based
	on the cost per unit of the actual productivity of
	goods offered in the Bid, and adjustment will be
	added to the Bid price using the methodology specified in the BDS or in the Technical
	Specifications.
	h) Specific additional criteria.
	Other specific additional criteria to be considered in the
	evaluation and the evaluation method shall be detailed in the
	BDS and/or the Technical Specifications.
33.6.	If these Bidding Documents allow Bidders to quote separate
	prices for different Lots, and the award to a single Bidder
	of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any
	discounts offered in the Form of Bid, is specified in the BDS .
34. Domestic 34.1.	If the BDS so specifies, the Procuring Agency will grant a margin
Preference	of preference to certain goods in line with the rules, regulations,
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		regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1.	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2.	The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:
		i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
		ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
36. Post- qualification of Bidder and/or Abnormally Low Financial Proposal	36.1.	After determining the Most Advantageous Bid, if neither the prequalification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS .
		In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
	36.2.	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the

	post-qualification process. The following process shall apply:
	a) The Procuring Agency may reject a Bid if the Procuring
	Agency has determined that the price in combination
	with other constituent elements of the Bid is abnormally
	low in relation to the subject matter of the procurement
	(i.e. scope of the procurement or ancillary services) and
	raises concerns as to the capability and capacity of
	the respective Bidder to perform that contract; b) Before rejecting an abnormally low Bid the Procuring
	Agency shall request the Bidder an explanation of the
	Bid or of those parts which it considers contribute to
	the Bid being abnormally low; take account of the
	evidence provided in response to a request in writing;
	and subsequently verify the Bid or parts of the Bid
50 1/2	being abnormally low;
	c) The decision of the Procuring Agency to reject a Bid
	and reasons for the decision shall be recorded in the
	procurement proceedings and promptly communicated
	to the Bidder concerned;
	d) The Procuring Agency shall not incur any liability solely
	by rejecting abnormally Bid; and
	e) An abnormally low Bid means, in the light of the
	Procuring Agency's estimate and of all the Bids
	submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.
	Guidelines for Procuring Agency:
	In order to identify the Abnormally Low Bid (ALB) following
	approaches can be considered to minimize the scope of
	subjectivity:
	(i) Comparing the bid price with the cost estimate;
	(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
	(iii) Comparing the bid price with prices paid in similar
	contracts in the recent past either government- or
	development partner-funded.
36.3.	The Procuring Agency will determine to its satisfaction whether
	the Bidder that is selected as having submitted the most
	advantageous Bid is qualified to perform the contract
	satisfactorily, in accordance with the criteria listed in ITB 13.3.
36.4.	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 submitted by the Bidder, pursuant to ITB 13.3, as
	well as such other information as the Procuring Agency deems
	Page 40 of 106

		necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5.	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc. An affirmative determination will be a prerequisite for award
	30.0.	of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
		F. AWARD OF CONTRACT
37. Criteria of Award	37.1.	Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and
38. Negotiations		c) Successful negotiations have been concluded, if any. Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or g) clarifying details that were not apparent or could not be

		finalized at the time of Bidding;
	38.2.	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39.	39.1.	Notwithstanding ITB 37 , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
125	39.2.	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3.	Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1.	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1.	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2.	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3.	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2,
	41.4.	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , the Procuring

		Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7.
42. Signing of Contract	42.1.	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
3	42.2.	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
ON B	42.3.	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43.	43.1.	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2.	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft;
		(b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;
		(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or
		(d) surety bond callable upon demand issued by any reputable surety or insurance company.
		Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.

	43.3.	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1.	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international provided in ITP.
		international practices and in the manner as prescribed in ITB 44.2.
45. Arbitrator 46. Corrupt & Fraudulent Practices	44.2. 45.1. 46.1.	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to
		engage in any corrupt and fraudulent practices.
G. GRI	EVANCE I	REDRESSAL & COMPLAINT REVIEW MECHANISM
47. Constitution of Grievance Redressal	47.1.	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1.	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

	10.2	Any Diddon faciling against of the macausing
	48.2.	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint
		concerning his grievances not later than seven days of the
		announcement of technical evaluation report and five days
		after issuance of final evaluation report.
	48.3.	In case, the complaint is filed against the technical evaluation
		report, the GRC shall suspend the procurement proceedings
	48.4.	In case, the complaint is filed after the issuance of the final
		evaluation report, the complainant cannot raise any objection on
\		technical evaluation of the report:
× 2		Provided that the complainant may raise the objection on any part
		of the final evaluation report in case where single stage one
A		envelop bidding procedure is adopted.
	48.5.	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt
	48.6.	Any bidder or the procuring agency not satisfied with the
		decision of the GRC may file Appeal before the Appellate
		Committee of the Authority on prescribed format after depositing
		the Prescribed fee.
	48.7.	The Committee, upon receipt of the Appeal against the decision
		of the GRC complete in all respect shall serve notices in writing
		upon all the parties to Appeal.
	48.8.	The Committee, upon receipt of the Appeal against the decision
		of the GRC complete in all respect shall serve notices in writing
		upon all the parties to Appeal.
	48.9.	The committee may after examination of the relevant record and
		hearing all the concerned parties, shall decide the complaint
	40.10	within fifteen (15) days of receipt of the Appeal.
	48.10	
		signed by the Head and each Member of the Committee. The decision of the committee shall be final.
	T1	I. MECHANISM OF BLACKLISTING
49.	49.1.	
17.	77.1.	The Procuring Agency shall bar for not more than the time
		prescribed in Rule-19 of the Public Procurement Rules, 2004,
		from participating in their respective procurement proceedings,
		bidder or contractor who either:
		i. Involved in corrupt and fraudulent practices as defined in
		Rule-2 of Public Procurement Rules;
		ii. Fails to perform his contractual obligations; and
		iii. Fails to abide by the id securing declaration;
	49.2.	The show cause notice shall contain: (a) precise allegation,
		against the bidder or contractor; (b) the maximum period for
		which the Procuring Agency proposes to debar the
		bidder or contractor from participating in any public
		procurement of the Procuring Agency; and (c) the statement,
	i .	

	examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the
49.9.	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after
49.8.	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
49.7.	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
49.6.	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
49.5.	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
49.4.	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
49.3.	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

		communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure
		of filing and disposal of review petition under Rule-19(3)
		Regulations, 2021". The Committee shall evaluate the case and
		decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all
	7	respondent of the review petition. The notices shall be
		accompanied by the copies of review petition and all attached
	<i>>>.</i>	documents of the review petition including the decision of the
3		procuring agency. The parties may file written statements along
		with essential documents in support of their contentions. The
		Committee may pass such order on the representation may deem
MAK		fit.
	49.12	The Authority on the basis of decision made by the committee
		either may debar a bidder or contractor from participating in any
		public procurement process of all or some of the procuring
		agencies for such period as the deemed appropriate or acquit
		the bidder from the allegations. The decision of the Authority
		shall be final.

SECTION III: BID DATA SHEET

SECP

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	1.1	Name of Procuring Agency: Securities and Exchange Commission of Pakistan. The subject of procurement is: Cloud Services – IaaS for SECP Period for delivery of services: 3 Years Commencement date for delivery of Services: July 01, 2023
2	2.1 & 2.2	Financial year for the operations of the Procuring Agency: 2022-23 Name of Project Cloud Services – IaaS for SECP Name of financing institution: Self Name and identification number of the Contract: Cloud Services – IaaS for SECP, T#21/22-23
4.	3.1	Joint venture, consortium or association of companies are not allowed.
5.	4.1	Ineligible country(s) is or are Israel and India.
6.	4.6	Demonstration of authorization by manufacturer: not required

B. Bidding Document

7.	7.2	The number of documents to be completed and
		returned is one original.

8.	8.1	The address for clarification of Bidding Documents is			
		M. Ubaidullah Khalid, Additional Joint Director (Admin)			
		4 th Floor NICL Building, Jinnah Avenue, Blue Area, Islamabad.			
		ubaidullah.khalid@secp.gov.pk			
	8.5	Pre-bid meeting will not be held			
		in I have reached to			

C. Preparation of Bids

101	
10.1	The Language of all correspondences and documents
	related to the Bid is: English
11.1(b)	Detail of sample(s) to be submitted with the Bid are:
	Not Applicable (NA)
11 <mark>.2 (b)</mark>	Characteristics [List if any] Not Applicable
1 <mark>1.1 (h)</mark>	In addition to the documents stated in ITB 11, the
	following documents must be included with the Bid
	Details are given in Annex A and B
12.3 (c)	Other procurement specific documentation
	requirements are: Details are given in Annex A and B
12.4	Spare parts required for [specify number of years] of
	years of operation. NA
13.3 (b)	The qualification criteria required from Bidders in ITB
	13.3(b) is modified as follows:
	.Requirements attached at Annex A and B
156 157	For goods / sources manufactured from within Policeton
	For goods/services manufactured from within Pakistan
	the price quote shall be <u>DDP</u>
, - ,	
, , , ,	Not Applicable
& 15.6 (b)	
(i)	
(ii), (iii)	
(optional)	
	11.1 (h) 12.3 (c) 12.4 13.3 (b) 15.6 15.7 (a) (iii), (iv) (optional) 15.7 (a) (i) & 15.6 (b) (i) (ii), (iii)

	(iv), (v) (optional)				
	15.9	The price shall be fixed.			
19.	16.2	For the purposes of comparison of bids quoted in			
		different currencies, the price shall be converted into a			
		single currency specified in the bidding documents. The			
		rate of exchange shall be the selling rate, prevailing on			
		the date of opening of financial bids specified in the			
		bidding documents, as notified by the State Bank of			
\		Pakistan on that day.			
20.	17.1	The Bid Validity period shall be 120 days.			
21.	18.1	The amount of Bid Security shall be Rs.150,000			
		The currency of the Bid Security shall be: Pak Rupees			
		Bid Securing Declaration is not applicable			
22.	18.3	The Bid Security shall be in the			
2/1/2/1		form of Bank Draft			
24.	19.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.			

D. Submission of Bids

27.	22.2 (a)	Bid shall be submitted to M. Ubaidullah Khalid,
		Additional Joint Director (Administration)
		Street address: Securities and Exchange
		Commission of Pakistan (SECP)
		Building/Plot No. 63-NICL Building, Jinnah
		Avenue Blue Area, Islamabad
28.	22.2 (b)	Title of the subject Procurement or Project name: Cloud Services – IaaS for SECP
		ITB title and No: Cloud Services - IaaS for SECP, T#21/22-23
		Time and date for submission: 1100Hrs May 16, 2023

29.	23.1	The deadline for Bid submission is				
		a) Day: Tuesday				
		b) Date: May 16, 2023				
	1	c) Time: 1100Hrs				

E. Opening and Evaluation of Bids

30.	26.1	The Bid opening of technical bid shall take place at:					
A. (C							
		Street address: Securities and Exchange					
		Commission of Pakistan (SECP)					
		Building/Plot No. 63-NICL Building, Jinnah Avenue Blue Area, Islamabad, Pakistan					
		Day: Tuesday					
		Date: <i>May 16, 2023</i> Time: 1130Hrs					
31.	32.2	The currency that shall be used for Bid evaluation and					
		comparison purposes to convert all Bid prices					
	1/6,5	expressed in various currencies is: Pakistani Rupee					
		The source of exchange rate shall be: State Bank of Pakistan					
	4) 4	The date of exchange rate shall be: the date of opening of financial bids.					
32.	35	Evaluation Techniques					
		Least Cost Based Selection (LCBS)					
		After meeting the requirements of eligibility,					
		qualification and substantial responsiveness, the bid in					
		compliance with all the mandatory (technical)					
		specifications/requirements and/or requisite quality					
		threshold (if any), and having lowest evaluated cost (or					
		financial proposal) shall be considered highest ranked					

		bid.
33.	33.4 (h)	Other specific criteria are as per
		details in Annex A and B
36.	33.5 (c) (ii)	Deviation in payment schedule is not applicable.
41.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. Details as per Annex A

F. Award of Contract

45.	43.1	The Performance Security (or guarantee) shall be		
00		5 percent of the Contract Price		
46.	43.2	The Performance Security (or guarantee) shall be in the		
		form of: Bank Draft in favor SECP Only		
47.	44.1	The Advance Payment shall not be made		
49.	45.1	Arbitrator shall be appointed by mutual consent of the		
		both parties.		

G. Review of Procurement Decisions

50.	49.1	The address of the Procuring Agency				
		Securities and Exchange Commission of Pakistan				
		(SECP), 4th Floor NICL Building, Jinnah Avenue, Blue Area,				
		Islamabad.				
	2	The Address of PPRA to submit a copy of grievance:				
		Grievance Redressal Appellate Committee,				
		Public Procurement Regulatory Authority				
		1st Floor, G-5/2, Islamabad, Pakistan				
		Tel: +92-51-9202254				

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

- 1. India
- 2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Schedule of Requirements - Cloud Services - IaaS for SECP

Proposals are solicited with following minimum requirements.

Interested parties with <u>local presence and having datacenter(s) in Pakistan only</u> are required to submit bids for migrating and providing infrastructure for ESXi based virtual machines on cloud IaaS for SECP. The generic requirement of the hosted VMs are as follows:

S. No.	Generic Service Name	OS Platform	Disk (in GB)	Memory (in GB)	No. of vCPUs	vCPU Frequency (in GHz)
1.	Elastic Search Server1	Linux	100	16	08	2.6 or Higher
2.	Elastic Search Server2	Linux	100	16	08	2.6 or Higher
3.	Logging Server	Linux	300	16	08	2.6 or Higher
4.	Monitoring Server	Windows	100	16	08	2.6 or Higher
5.	Mail Gateway Server	Windows	200	16	08	2.6 or Higher
6.	Website Server	Linux	300	32	16	2.6 or Higher
7.	Management Server	To manage	all of the abov	ve mentioned console	VMs throug	h a single (web)

Table 1: Requirements for Cloud IaaS Solution

Technical Evaluation Criteria				
S. No.	Description	Evaluation		
1.	Minimum five (05) years in business	MUST		
2.	Data Center in Pakistan only	MUST		
3.	Daily incremental, weekly full backups with 90 days retention	MUST		
4.	Availability of Shared Storage (SSD-based)	MUST		
5.	SSD disk storage for all hosted VMs	MUST		
6.	VM recovery from backup within four (04) hours	MUST		
7.	Web Application Firewall (WAF) protection for 03 VMs (01 domain)	MUST		
8.	Dedicated cPanel for website VM	MUST		
9.	Class-3 SSL certificate for 01 domain	MUST		
10.	DDoS Protection	MUST		
11.	Next Generation Firewall (NGFW) protection for all hosted VMs with UTM bundle	MUST		

12.	Service Level Agreement (SLA) with 99.995% availability	MUST
13.	Compliance against specifications mentioned in table-1 above	MUST
14.	DNS record management for 01 domain and migration of existing DNS zones, if required	MUST
15.	DNS records addition, modification, and deletion (within 02 hours) as and when required	MUST
16.	At least ten (10) IPv4 usable public IP addresses	MUST
17.	At least 01Gbps upload and download with monthly traffic volume of 15 TB	MUST
18.	24x7 technical support with escalation matrix to be shared with the bid	MUST
19.	4x VPNs for accessing the hosted environment for SECP Admin users	MUST
20.	Monitoring and availability reports of entire hosted infrastructure on monthly/quarterly, and on demand basis	MUST
21.	The bidder shall have approved disaster recovery procedures in place and SECP data and VMs should be available in case of a disaster.	MUST

Table 2: Technical Evaluation Criteria

NOTE:

- Provisioning of Management Server for managing all VMs through a single (web) console is responsibility of the service provider
- Service provider must have a call center with 24x7x365 availability and a UAN for complaint logging and escalation
- Exact timelines for server provisioning and availability must be clearly mentioned in the proposal
- The service provider data center **MUST** be located in Pakistan
- Penalties will be charged for non-compliance of availability as per signed SLA
- Bids NOT in compliance with any MUST items in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation
- The bidder must ensure that adequate cybersecurity measures are in place to safeguard SECP infrastructure against any kind of internal and external cyber threat. A list of such controls and measures shall be shared with SECP and include at least the following:
 - o Surveillance and monitoring mechanism (SIEM/SOAR etc.)
 - Access Management security Measures
 - Parameter, Network, server and data security measures
- The bidder shall conduct Cyber testing (VAPT and audits) regularly on their platforms and systems and share the report with SECP.
- Compliance with MUST requirements mentioned above should be tagged in the bid along with relevant page number/section, failing which the bid shall be rejected.



SECP

STANDARD FORMS FOR

(Single Stage Two Envelope Procedure)

Table of Forms

Letter of Bid - Technical Proposal

Letter of Bid - Financial Proposal

Bidder Information Form

Price Schedule: Services

Letter of Acceptance

Letter of Bid - Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

<u>Note:</u> All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of Bidding process] **Request for Bid No.:** [insert identification]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Procuring Agency]

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- (e) Bid Validity Period: Our Bid shall be valid for the period specified in BDS 17.1

- (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution**: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of];
- (j) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

^{*:} In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

^{**:} Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Requirement Compliance Sheet

S. No.	Generic Service Name	OS Platform	Disk (in GB)	Memory (in GB)	No. of vCPUs	vCPU Frequency (in GHz)	Compliant (Yes/No)
1.	Elastic Search Server1	Linux	100	16	08	2.6 or Higher	
2.	Elastic Search Server2	Linux	100	16	08	2.6 or Higher	
3.	Logging Server	Linux	300	16	08	2.6 or Higher	
4.	Monitoring Server	Windows	100	16	08	2.6 or Higher	
5.	Mail Gateway Server	Windows	200	16	08	2.6 or Higher	
6.	Website Server	Linux	300	32	16	2.6 or Higher	1
7.	Management Server	To manage all of the above mentioned VMs through a single (web) console					

	Technical Evaluation Criteria Compliance Sheet	Compliant	Reference Page # in the Technical Bid	
S. No.	Description	Evaluation	Yes/No	
1.	Minimum five (05) years in business	MUST		
2.	Data Center in Pakistan only	MUST	07/28	
3.	Daily incremental, weekly full backups with 90 days retention	MUST		
4.	Availability of Shared Storage (SSD-based)	MUST		
5.	SSD disk storage for all hosted VMs	MUST		
6.	VM recovery from backup within four (04) hours	MUST		
7.	Web Application Firewall (WAF) protection for 03 VMs (01 domain)	MUST		
8.	Dedicated cPanel for website VM	MUST		
9.	Class-3 SSL certificate for 01 domain	MUST		
10.	DDoS Protection	MUST		

11.	Next Generation Firewall (NGFW) protection for all hosted VMs with UTM bundle	MUST		
12.	Service Level Agreement (SLA) with 99.995% availability	MUST		
13.	Compliance against specifications mentioned in table-1 above	MUST		
14.	DNS record management for 01 domain and migration of existing DNS zones, if required	MUST		
15.	DNS records addition, modification, and deletion (within 02 hours) as and when required	MUST	. 4	
16.	At least ten (10) IPv4 usable public IP addresses	MUST		10
17.	At least 01Gbps upload and download with monthly traffic volume of 15 TB	MUST		
18.	24x7 technical support with escalation matrix to be shared with the bid	MUST		SA Z
19.	4x VPNs for accessing the hosted environment for SECP Admin users	MUST	3	
20.	Monitoring and availability reports of entire hosted infrastructure on monthly/ quarterly, and on demand basis	MUST		
21.	The bidder shall have approved disaster recovery procedures in place and SECP data and VMs should be available in case of a disaster.	MUST		

NOTE:

- Provisioning of Management Server for managing all VMs through a single (web) console is responsibility of the service provider
- Service provider must have a call center with 24x7x365 availability and a UAN for complaint logging and escalation
- Exact timelines for server provisioning and availability must be clearly mentioned in the proposal
- The service provider data center **MUST** be located in Pakistan
- Penalties will be charged for non-compliance of availability as per signed SLA
- Bids NOT in compliance with any MUST items in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation
- The bidder must ensure that adequate cybersecurity measures are in place to safeguard SECP infrastructure against any kind of internal and external cyber threat. A list of such controls and measures shall be shared with SECP and include at least the following:
 - o Surveillance and monitoring mechanism (SIEM/SOAR etc.)
 - Access Management security Measures

- o Parameter, Network, server and data security measures
- The bidder shall conduct Cyber testing (VAPT and audits) regularly on their platforms and systems and share the report with SECP.
- Compliance with MUST requirements mentioned above should be tagged in the bid along with relevant page number/section, failing which the bid shall be rejected.



Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the <u>second</u> envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]

No.: [insert number of bidding process] **Name of Project.**: [insert identification]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Procuring Agency]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

(c) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: [Specify in detail each discount offered]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- (d) Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount
DIAS /			SAM
1/20			

(If none has been paid or is to be paid, indicate "none.")

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

^{*:} In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

^{**:} Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid submission]

No.: [insert number of Bidding process] Alternative No.: [insert identification No if this is a Bid for an alternative] Page_ pages 1. Bidder's Name [insert Bidder's legal name] 2. In case of JV, legal name of each member: [insert legal name of each member in IV] 3. Bidder's actual or intended country of registration: [insert actual or intended country of registration] 4. Bidder's year of registration: [insert Bidder's year of registration] 5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration] 6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address] 7. Attached are copies of original documents of [check the box(es) of the attached original documents] Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ Establishing that the Bidder is not under the supervision of the Procuring Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Letter of Acceptance

[Letter head paper of the Procuring Agency/Email]

[date]

To: [name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with ITB 45.1.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature: Name

and Title of Signatory: Name

of Agency: Attachment:

Contract

Copy: Appointing Authority and Supplier

Price Schedule Forms

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated.

Price Schedule - Cloud Services - IaaS for SECP

S. No.	Item Description	Quoted Amount Inclusive of Applicable taxes.
1	Quoted Amount i.e. Monthly Recurring Charges (Rs.)	
2	Annual Cost for Year 01 (Rs.)	
3	Annual Cost for Year 02 (Rs.)	M
4	Annual Cost for Year 03 (Rs.)	
	Total Cost for 03 Years (Rs.)	

Note:

- All prices to be quoted in Pak Rupees only. Total Prices will be written both in figures and words
- Price shall be deemed to be inclusive of all other software, tools, utilities, patches, upgrades, accessories, equipment etc. required for full functionality of the proposed solution as per the requirement.
- On change of quantity, payment will be made as per calculated price on the basis of quoted unit rale.
- The bidder should clearly specify make and model for all items wherever asked.
- All the quoted hardware / software /services shall meet the technical specifications/requirement specified in Scope of Requirements/Annex

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1.	The following words and expressions shall have the meanings hereby assigned to them:		
			a)	"Authority" means Public Procurement Regulatory Authority	
			b)	The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.	
			c)	The "Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.	
		Æ	d)	The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC.	
			e)	"Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.	
			f)	"Country of Origin" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.	
			g)	The "Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.	
			h)	"Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.	
			i)	"Delivery" means the transfer of the goods from the supplier	
			j)	"Effective Contract date" is the date shown in the Certificate of Contract Commencement	

		issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3.
	k)	named as Procuring Agency in the SCC and
¥ .	کبینان	the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
	1)	ancillary to the delivery of the Goods, such as
		transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
	m	"GCC" means the General Conditions of Contract contained in this section.
	n)	"Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.
X(2)	0)	"SCC" means the Special Conditions of Contract.
	p)	"Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
	q)	"Project Name" means the name of the project stated in SCC.
	r)	"Day" means calendar day.
	s)	"Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.

	t) "End User" means the organization(s) where
	the goods will be used, as named in the SCC.
	"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 produce results that is substantially
	different in basic characteristics or in purpose
	or utility from its components.
	v) "Force Majeure" means an unforeseeable
	event which is beyond reasonable control of
	either Party and which makes a Party's
	performance of its obligations under the
	Contract impossible or so impractical as to be
	considered impossible under the
	circumstances.
	For the purposes of this Contract, "Force
	Majeure" means an event which is beyond
	the reasonable control of a Party, is not
	foreseeable, is unavoidable, and its origin is
	not due to negligence or lack of care on the
	part of a Party, and which makes a Party's
	performance of its obligations hereunder
3.5	impossible or so impractical as reasonably to
	be considered impossible in the
	circumstances. and includes, but is not limited
	to, war, riots, civil disorder, earthquake, fire,
	explosion, storm, flood, epidemics, or other
	adverse weather conditions, strikes, lockouts
	or other industrial action (except where such
	strikes, lockouts or other industrial action are
	within the power of the Party invoking Force
	Majeure to prevent), confiscation or any other
	action by Government agencies.
	"Specification" means the Specification of the
	Goods and performance of incidental services
	in accordance with the relevant standards

			included in the Contract and any
			modification or addition made or approved
			by the Procuring Agency.
			The Supplier's Bid is the completed Bid
			document submitted by the Supplier to the
		2.1	Procuring Agency.
2.	Application and	2.1.	These General Conditions shall apply to the
	interpretationn		extent that they are not superseded by provisions of other parts of the Contract.
		2.2.	In interpreting these Conditions of Contract
		2.2.	headings and marginal notes are used for
			convenience only and shall not affect their
			interpretations unless specifically stated; references to
			singular include the plural and vice versa; and
			masculine include the feminine. Words have their
			ordinary meaning under the language of
		2.2	the Contract unless specifically defined. The documents forming the Contract shall be
		2.3.	interpreted in the following order of priority:
			(1) Form of Contract,
			(2) Special Conditions of Contract,
			(3) General Conditions of Contract,
			(4) Letter of Acceptance,
			(5) Certificate of Contract Commencement
			(6) Specifications
			(7) Contractor's Bid, and
			(8) Any other document listed in the
			Special Conditions of Contract as forming part of the Contract.
3.	Conditions	3.1.	Having signed the Contract, it shall come into effect
J.	Precedent	0.1.	on the date on which the following conditions have
			been satisfied: -
			a) Submission of porformance Committee
			a) Submission of performance Security (or guarantee) in the form specified in
			the SCC;
			b) Furnishing of Advance Payment Unconditional Guarantee.
			Onconditional Guarantee.

		3.2.	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect
		3.3.	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1.	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1.	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6.	Country of Origin	6.1.	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1.	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1.	The Supplier shall not, without the Procuring Agency'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 Procuring Agency 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 as far as may be necessary for purposes of such performance.
		8.2.	The Supplier shall not, without the Procuring

		8.3.	Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract. Any document, other than the Contract itself,
			enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4.	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1.	The Supplier shall indemnify the Procuring Agency 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 Pakistan.
		9.2.	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee)	10.1.	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

			The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The Performance Security (or Guarantee) shall be in one of the following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or	
		10.4.		
11.	Inspections and Test	11.1.	The Procuring Agency 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 Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained	
		11.2.	for these purposes. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.	
		11.3.	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost	

			t d D
	_		to the Procuring Agency.
		11.4.	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be
			limited or eared by reason of the Goods having previously been inspected, tested, and passed by the
			Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5.	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations
12.	Packing	12.1.	under this Contract. The supplier shall provide such packing of the
	D. 102		Goods as is required to prevent their damage or deterioration during transit to their final destination,
			as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme
			temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the
			remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1.	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 as specified in SCC .
		13.2.	
			describe the obligations of the parties shall have the
			meanings assigned to them by the current edition of INCOTERMS published by the International Chamber
			of Commerce, Paris.
		13.3.	Documents to be submitted by the Supplier are specified in
			SCC.

4.4	Insurance				
14.		14.1.	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.		
15.	Transportation	15.1.	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.		
		15.2.			
		15.3.	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.		
16.	Related Services	16.1.			
			a) Performance or supervision of on-site assembly, Installation Commissioning 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
		160		Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied Goods.
6		16.2.	if not shall t shall t	charged by the Supplier for related services, tincluded in the Contract Price for the Goods, be agreed upon in advance by the parties and not exceed the prevailing rates charged to other s by the Supplier for similar services.
17.	Spare Parts	17.1.	provide informa	ecified in SCC, the Supplier may be required to e any or all of the following materials, notifications, and ation pertaining to spare parts manufactured or uted by the Supplier:
			a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b)	In the event of termination of production of the spare parts: i. advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and ii. following such termination,
18.		18.1.	under	furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested. Supplier warrants that the Goods supplied the Contract are new, unused, of the most or current models and that they incorporate all
			recent	improvements in design and materials unless ded otherwise in the Contract. The Supplier

		ı	
			further warrants that all Goods supplied under this
			Contract shall have no defect, arising from design,
			materials, or workmanship (except when the design
			and/or material is required by the Procuring Agency,
			specifications) or from any act or omission of the
			Supplier, that may develop under normal use of
			the supplied Goods in the conditions prevailing in
	X		Pakistan.
		18.2.	This warranty shall remain valid for a period
		10.2.	specified in the SCC after the Goods, or any portion
			thereof as the case may be, have been delivered to
			and accepted at the final destination indicated in
	MARK		the Contract, or for a period specified in the SCC
			after the date of shipment from the port or place of
			loading in the source country, +whichever period
			concludes earlier, unless specified otherwise in SCC.
		18.3.	The Procuring Agency shall promptly notify the
			Supplier in writing or in electronic forms that
			provide record of the content of communication of
			any claims arising under this warranty.
		18.4.	Upon receipt of such notice, the Supplier shall,
			within the period specified in SCC and with all
			reasonable speed, repair or replace the defective
			Goods or parts thereof, without costs to the
			Procuring Agency other than, where applicable, the
\			cost of inland delivery of the repaired or replaced
			Goods or parts from EXW or the port or place of
			entry to entry to the final destination.
		18.5.	If the Supplier, having been notified, fails to
		_5.5•	remedy the defect(s) within the period specified in
			SCC, the Procuring Agency may proceed to take such
			remedial action as may be necessary, at the Supplier's
			risk and expense and without prejudice to any other
			rights which the Procuring Agency may have against
			the Supplier under the Contract.
19.	Payment	19.1.	The method and conditions of payment to be made
17.		1 √•1•	to the Supplier under this Contract shall be specified
			in SCC
		19.2.	The Supplier's request(s) for payment shall be made
			to the Procuring Agency in writing or in electronic
	1		-

			forms that provide record of the content of	
			communication, accompanied by an invoice	
			describing, as appropriate, the Goods delivered and	
			Services performed, and by documents submitted	
			pursuant to GCC Clause 13, and upon fulfillment of	
			other obligations stipulated in the Contract.	
		10.2		
		19.3.	Agency, within sixty (60) days after submission of an	
			invoice or claim by the Supplier. If the Procuring	
			Agency makes a late payment, the Supplier shall be	
			paid interest on the late payment. Interest shall be	
			calculated from the date by which the payment	
	MAK		should have been made up to the date when the late	
		10.4	payment is made at the rate as specified in the SCC.	
		19.4.	3	
			to the Supplier under this Contract shall be specified	
	1523		in SCC subject to the following general principle:	
			payment will be made in the currency or currencies	
			in which the payment has been requested in the	
			Supplier's Bid.	
		19.5.	All payments shall be made in the currency or	
			currencies specified in the SCC pursuant to GCC Clause 19.4	
•	Prices	00.1		
20.	Titles	20.1.	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments	
			thereto or deductions there from, as may be made	
			pursuant to the Contract.	
		20.2	Prices charged by the Supplier for Goods delivered	
		20.2.	and Services performed under the Contract shall	
			not vary from the prices quoted by the Supplier in	
		0.	its Bid, with the exception of any price adjustments	
			authorized in SCC or in the Procuring Agency's	
			request for Bid Validity extension, as the case may	
			be.	
21.	Change Order	21.1.	The Procuring Agency may at any time, by a written	
41.	3	41.1.	order given to the Supplier pursuant to GCC Clause	
			22, make changes within the general scope of the	
			Contract in any one or more of the following:	
			. D 1 1 1 1/2 1/2 1	
			a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are	
			to be specifically manufactured for the	
			to be specifically manufactured for the	

			Procuring Agency;
			a) The method of shipment or packing;
			b) The place of delivery; and/or
			C) The Services to be provided by the Supplier
		21.2	
		21.2.	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
		1	Supplier for adjustment under his clause must be
	An A R		asserted within thirty (30) days from the date of the
	1 1/96		Supplier's receipt of the Procuring Agency change
			order.
		21.3.	
			services that might be needed but which were not
			included in the Contract shall be agreed upon in
		ullet	advance by the Parties and shall not exceed the
	4 3445		prevailing rates charged to other parties by the
	Contract	20.4	Supplier for similar services. Subject to GCC Clause 20, no variation in or
22.	Amendments	22.1.	modification of the terms of the Contract shall be
			made except by written amendment signed by the
			parties.
23.	Assignment	23.1.	
20.		20.1.	assign, in whole or in part, obligations under this
			Contract, except with the prior written consent of the
	Sub-Contracts		other party.
24.	Sub-Contracts	24.1.	The Supplier shall consult the Procuring Agency in
24.	Sub-Contracts	24.1.	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not
24.	Sub-Contracts	24.1.	The Supplier shall consult the Procuring Agency in
24.	Sub-Contracts	24.1.	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. Subcontracts must comply with the provision of GCC
		24.2.	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. Subcontracts must comply with the provision of GCC Clause 5.
24.	Sub-Contracts Delays in the Supplier's		The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. Subcontracts must comply with the provision of GCC Clause 5. Delivery of the Goods and performance of Services
	Delays in the	24.2.	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. Subcontracts must comply with the provision of GCC Clause 5. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the
	Delays in the Supplier's	24.2.	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. Subcontracts must comply with the provision of GCC Clause 5. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency
	Delays in the Supplier's	24.2. 25.1.	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. Subcontracts must comply with the provision of GCC Clause 5. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
	Delays in the Supplier's	24.2.	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. Subcontracts must comply with the provision of GCC Clause 5. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. If at any time during performance of the Contract,
	Delays in the Supplier's	24.2. 25.1.	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. Subcontracts must comply with the provision of GCC Clause 5. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

			and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or
			in electronic forms that provide record of the
			content of communication 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
			Procuring Agency shall evaluate the situation and
	1		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.
		25.3.	Except as provided under GCC Clause 28, a delay
	10 NS	20.0.	by the Supplier in the performance of its delivery
	A STATE OF THE STA		obligations shall render the Supplier liable to the
			imposition of liquidated damages pursuant to GCC
			Clause 26, unless an extension of time is agreed upon
			pursuant to GCC Clause 25.2 without the application
			of liquidated damages.
26.	Liquidated Damages	26.1.	Subject to GCC Clause 28, if the Supplier fails to
			deliver any or all of the Goods or to perform the
			Services within the period(s) specified in the Contract,
			the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the
			Contract Price, as liquidated damages, a sum
			equivalent to the percentage specified in SCC of
			the delivered price of the delayed Goods or
			unperformed Services for each week or part thereof
			of delay until actual delivery or performance, up to a
			maximum deduction of the performance
			security (or guarantee) specified in SCC. Once the
			said maximum is reached, the Procuring Agency
			may consider termination of the Contract pursuant to
	Termination for		The Programing Agency on the Camplion without
27.	Default	27.1.	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract,
			by written notice of default sent to the concerned
			party may terminate the Contract if the other party
			causes a fundamental breach of the Contract.
		27.2.	Fundamental breaches of Contract shall include, but
			shall not be limited to the following:
	•		

			3)	the Supplier fails to deliver any or all of the		
			a)	Goods within the period(s) specified in the		
				Contract, or within any extension thereof		
				granted by the Procuring Agency pursuant to		
				GCC Clause 24; or		
			b)	the Supplier fails to perform any other		
	4			obligation(s) under the Contract;		
	1. 0		c)			
				security (or guarantee) within the time		
				stipulated in the SCC;		
				the supplier has abandoned or repudiated the contract.		
			e)	the Procuring Agency or the Supplier is		
40				declared bankrupt or goes into liquidation		
				other than for a reconstruction or		
	67131			amalgamation;		
			f)	a payment is not paid by the Procuring Agency		
				to the Supplier after 84 days from the due date for payment;		
				ioi payment,		
			g)			
				goods delivered with a defect is a fundamental		
				breach of Contract and the Supplier fails to		
				correct it within a reasonable period of time		
			1 \	determined by the Procuring Agency; and if the Procuring Agency determines, based		
			h)	on the reasonable evidence, that the Supplier		
				has engaged in corrupt, coercive, collusive,		
				obstructive or fraudulent practices, in		
				competing for or in executing the Contract.		
		27.3.	For th	ne purpose of this clause		
				upt and Fraudulent Practice" means the practices		
				cribed in Rule-2 (1) (f) of Public Procurement Rules-		
			2004.			
		27.4.	In the event the Procuring Agency terminates the			
				tract in whole or in part, pursuant to GCC Clause		
			26.1, the Procuring Agency may procure, upon such			
			terms and in such manner as it deems appropriate,			
				ds or Services similar to those undelivered, and		
			the S	Supplier shall be liable to the Procuring Agency		

		for any excess costs for such similar Goods or
		Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28.	28.1.	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
		For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to
	28.2.	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, 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.					
29.	Termination for	29.1.						
29.	Insolvency	49.1.	the Contract by giving written notice to the Supplier					
			if the Supplier becomes bankrupt or otherwise					
			insolvent. In this event, termination will be without					
			compensation to the Supplier, provided that such					
			termination will not prejudice or affect any right of					
	×		action or remedy which has accrued or will accrue					
			thereafter to the Procuring Agency.					
20	Termination for	20.1	The Procuring Agency, by written notice sent to the					
30.	Convenience	30.1.						
			Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of					
	An A R							
	7/97		termination shall specify that termination is for the					
			Procuring Agency's convenience, the Contract is					
			terminated, and the date upon which such					
	Kense		termination becomes effective.					
		30.2.	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 the Procuring Agency at the Contract terms and price.					
			For the remaining Goods, the Procuring Agency may					
			elect:					
			a) To have any portion completed and delivered					
			at the Contract terms and prices; and / or					
			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.					
31.		31.1.						
			either party shall issue a notice of dispute to settle					
			the dispute amicably. The parties hereto shall, within					
			twenty-eight (28) days from the notice date, use their					
			best efforts to settle the dispute					
		31.2.						
			within 30 days, or within such other period as may be					
			proposed by the Parties, the Arbitrator shall give					
			its decision. The rendered decision shall be binding					
			to the Parties.					
32.	Procedure for	32.1.	The arbitration shall be conducted in accordance					

	Disputes Resolution		with the arbitration procedure published by the				
			Institution named and in the place shown in the SCC.				
		32.2.	The rate of the Arbitrator's fee and administrative				
			costs of arbitration shall be borne equally by the				
			Parties. The rates and costs shall be in accordance				
			with the rules of the Appointing Authority. In				
			conducting arbitration to its finality each party shall				
			pear its incurred costs and expenses.				
		32.3.	The arbitration shall be conducted in accordance				
	J. J. W.	02.01	with the arbitration procedure published by the				
			institution named and in the place shown in the SCC				
33.	Replacement of	33.1.					
55.	Arbitrator	33.1.	Procuring Agency and the Supplier agree that the				
			Arbitrator is not functioning in accordance with the				
			provisions of the contract, a new Arbitrator shall be				
	1/3/5		appointed by mutual consent of the both parties.				
24	Limitation of	24.1	Except in cases of criminal negligence or willful				
34.	Liability	34.1.	conduct, and in the case of infringement pursuant to				
			GCC Clause 8,				
			a) The supplier shall not be liable to the				
			Procuring Agency, whether in contract, tort,				
			or otherwise, for any indirect or consequential				
			loss or damage, loss of use, loss of				
			production, or loss of profits or interest costs,				
			provided that this exclusion shall not apply				
			to any obligation of the Supplier to pay				
			liquidated damages to the Procuring Agency;				
			and				
-			b) The aggregate liability of the Supplier to the				
			Procuring Agency, whether under the				
			Contract, in tort or otherwise, shall not exceed				
		_	the total Contract Price, provided that this				
			limitation shall not apply to the cost of				
			repairing or replacing defective equipment or				
			to any obligation of the Supplier to indemnify				
			the Procuring Agency with respect to patent				
			infringement.				
35.	Notices	35.1.	Any notice given by one party to the other				
00.		00.1.	pursuant to this Contract shall be sent to the other				
			party in writing or in electronic forms that				

			provide record of the content of communication				
			and confirmed in writing or in electronic forms that				
			provide record of the content of communication to				
			the other party's address specified in SCC .				
		35.2.	A notice shall be effective when delivered or on				
			the notice's effective date, whichever is later.				
36.	Taxes and Duties	36.1.	A foreign Supplier shall be entirely responsible for all				
			taxes, stamp duties, license fees, and other such				
			levies imposed outside Pakistan.				
		36.2.	If any tax exemptions, reductions, allowances or				
			privileges may be available to the Supplier in				
			Pakistan the Procuring Agency shall use its best				
	An A R		efforts to enable the Supplier to benefit from any				
A	X/90		such tax savings to the maximum allowable extent.				
		36.3.	A local Supplier shall be entirely responsible for all				
			taxes, duties, license fees, etc., incurred until				
	120		delivery of the contracted Goods to the Procuring				
			Agency.				



SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of the Contract (SCC)

The Special Conditions of Contract (SCC) as detail in the form of contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.



SECTION IX: CONTRACT FORMS

Form of contract

SERVICE AGREEMENT

This Agreement is made at <location> on this _____day of <date>("Agreement")

BY AND BETWEEN

Securities and Exchange Commission of Pakistan, NICL Building, 63 Jinnah Avenue, Islamabad (hereinafter referred to as the "**Customer**" which expression shall include its successors in interest and permitted assigns), of the one part;

AND

XYZ, a private limited company functioning under the laws of Pakistan and having its office at <Address>i (hereinafter referred to as the "**Supplier**" which expression shall include its successors in interest and permitted assigns), of the other part;

The Customer and the Supplier shall individually be referred to as the "Party" and collectively as the "Parties" WHEREAS

- A. The Customer wishes to acquire 'Cloud Services IaaS for SECP on Local Cloud' ("Services").
- B. The Supplier represents and warrants that it has the requisite expertise and sources to provide the support and services for the Cloud Servers required by the Customer.
- C. The Customer is desirous of acquiring from the Supplier, and the Supplier is desirous of providing to the Customer, the required Services upon the terms and subject to the conditions laid out in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the representations and warranties, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

1. TERM

This Agreement shall start from <Starting date> and shall be valid till <Contract ending date> (the "Term")

This Agreement shall be effective from the date of execution via both Parties and shall remain in effect for a period of three (03) years or until terminated in accordance with clause 14 of this Agreement. Provided the termination of this Agreement will not;

- (a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor
- (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

Prior to the expiration of the Term, this Agreement may be extended for such further period of time as mutually agreed in writing by the Parties. When used in this Agreement, the phrase "the Term" shall refer to the entire duration of the Agreement.

2. PAYMENT

The total payment against web services to be made by the customer to the supplier for three (03) years shall be <Rupees in PKR> (inclusive of all taxes) which shall be made on quarterly basis (at the end of each quarter) commencing from the effective date till the end of Term. The quarterly payment is <Rupees in PKR> (inclusive of all taxes).

3. CONTEMPLATION

3.1 It is agreed between the Parties that the cost of the services being provided under this Agreement shall be:

Specifications: Three (03) Years Plan

Cloud Services - IaaS for SECP on Cloud

Infrastructure Details of VM's

S. No.	Generic Service Name	OS Platform	Disk (in GB)	Memory (in GB)	No. of CPUs	CPU Frequency (in GHz)
1.	Elastic Search Server1	Linux	100	16	08	2.6 or Higher
2.	Elastic Search Server2	Linux	100	16	08	2.6 or Higher
3.	Logging Server	Linux	300	16	08	2.6 or Higher
4.	Monitoring Server	Windows	100	16	08	2.6 or Higher
5.	Mail Gateway Server	Windows	200	16	08	2.6 or Higher
6.	Website Server	Linux	300	32	16	2.6 or Higher
7.	Management Server	To manage all of the above mentioned VMs through a single (web) console				

Other Specifications:

- Data Center in Pakistan only
- Daily incremental, weekly full backups with one-month retention
- VM recovery from backup within 04 hours
- Web Application Firewall (WAF) protection for 03 VMs
- Dedicated cPanel for website VM
- Class-3 SSL certificates for 01 domain
- DDoS Protection
- Next Generation Firewall (NGFW) protection for all hosted VMs
- Service Level Agreement (SLA) with 99.995% availability
- Compliance against specifications mentioned in above table
- DNS record management for 01 domain and migration of existing DNS zones, if required
- DNS records addition and modification (within 02 hours) as and when required
- At least ten (10) IPv4 usable public IP addresses
- At least 01Gbps upload and download with monthly traffic volume of 15 TB
- SSD disk for all hosted VMs
- 24x7 technical support with escalation matrix to be shared with the bid
- Proper security measures taken for network protection against known network attacks, restricted remote access to SECP server from SECP network only.
- Performance Security shall be released upon completion of 2nd Quarter of commencement of services.

4. INDEMNITY

- 4.1 The Supplier agrees to indemnify the Customer and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Supplier in the execution of this Agreement, except as a result of the Supplier's gross negligence, willful misconduct or bad faith.
- 4.2 It is agreed between the Parties that the Supplier shall take due care to avoid any data loss in case of substitute and protection of hardware. The supplier is also responsible for Full VM backup and restore as and when required.

5. SERVICES

- **5.1** System Services
 - 5.1.1 Provision of cloud hosted model as per Contemplation
 - 5.1.2 Installation, configuration and maintenance for the Contract Term
 - 5.1.3 Backup of Full VMs
 - 5.1.4 Restoration as and when required
 - 5.1.5 Firewall and Security services

- 5.1.6 DNS management for 1 domain, and modification/updating of record, as and when required 5.2 Support Process
 - 5.2.1 The Customer will call and send an email to point of contact for any issue, support and/or services.
 - (i) Supplier's 24x7 online support helpdesk will also be available for support where Reporting of complaints can be made <UAN Number >, <Email>, <Website address>

6. DISPUTE RESOLUTION

6.1 It is agreed between the Parties that any or all disputes and differences arising out of or relating to this Agreement including elucidation of its terms will be determined through mutual negotiations of the officers of the concerned Parties. Any dispute, differences or inquiry that are not determined through mutual discussions, within fifteen (15) days of having arisen, shall be referred for arbitration, the Arbitration Act, 1940, shall govern the arbitration. The place of arbitration shall be Islamabad and the language of the arbitration shall be English.

7. OTHER TERMS AND CONDITIONS

- 7.1 In case the Customer is not satisfied with the quality and level of services provided by the Supplier, the Customer shall call upon the concerned customer relationship officer to discuss and highlight report problems. The Customer shall also provide a brief write up on the problems being faced by the Customer to the liaison officer as **email** and the Supplier shall respond to problems within twenty-four (24) hours and update the customer accordingly.
- 7.2 It is decided among the Parties that all correspondence shall be made in the name of **XYZ**>

8. CONFIDENTIALITY

8.1 The Parties agree to keep the contents of this Agreement as sternly secret and that these contents shall not be disclosed to anyone until and unless required by law. In case either Party is required to disclose the contents of this Agreement to anyone under any law, the Party disclosing this Agreement shall inform the other Party of such disclosure in writing with the reason for disclosing such information.

9. REPRESENTATION AND WARRANTIES

9.1 Each of the parties hereto warrants to the other that it has the power and authority to enter into this Agreement, perform its obligations hereunder and has obtained all essential approvals to do so. The Supplier warrants and represents that its services shall comply with all relevant and applicable laws of the Islamic Republic of Pakistan and that it will obtain and maintain during the Term all

necessary license and permissions for providing services as contemplated under this Agreement. The Supplier understand and agree that all payment by the Customer shall be subject to deduction of withholding tax as per the applicable law(s) of the Islamic Republic of Pakistan.

10. NOTICE:

10.1 Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand at, or by sending the same by prepaid first-class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parries may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), the first Working Day next following the day of sending (if sent by telex or facsimile) and the second Working Day next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party to which a notice is given does not acknowledge the same by the end of the third Working Day next following the day of delivery by sending, the Party giving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.

10.2 Notices for correspondence shall be sent as follows:

In respect of the Customer

<Name>

<Address>

In respect of Supplier

<Name>

<Address>

11. AMENDMENT OR WAIVER

11.1 No provision of this Agreement may be amended or waived except with the prior consultation and understanding between the Parties and other than in writing. No failure or hindrance on part of any Party hereto in exercising any right, influence or privilege hereunder or under any other document delivered in association herewith and no itinerary of dealing between the Parties shall operate as a waiver of any such right, power, or privilege. Any single or partial exercise of any rights, powers or privilege hereunder or under any other document delivered in connection herewith shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers, and remedies herein in association herewith are cumulative and not exclusive of any rights, powers or remedies that would otherwise be accessible to any Party hereto.

11.2 This Agreement shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.

12. PENALTIES

The penalties under the Agreement for service availability are classified herewith. In the event of a failure to render the services in conformance to the SLA as defined below, the Supplier shall be liable to refund amounts by adjusting the amounts against its quarterly invoices as follows.

Failure to conform to desired availability:

(Quarterly Service Charges for the service to SECP) Multiplied by (4x No. of hours of non-availability of service during a quarter) Divided by (No. of hours of committed service availability during the quarterly period)

OR

10% of the quarterly payment amount which is due against cloud services whichever is less.

The maximum penalty under this clause shall not exceed 10% of the quarterly payment due for the cloud services.

13. FORCE MAJEURE

- 13.1 If the fulfillment by any party hereto of any of its obligation hereunder is prevented, restricted or interfered with e.g. by reason of floods, fire, explosion, accidents, either lack of or failure of source of supply of labor, or of power, or by reason of war, revolution, civil commotion, act of public enemies, blockades or embargo or any law and order proclamation, regulation, ordinance, demand or requirement of the Government, or any or other cause, similar to those above enumerated ("Force Majeure"),
- 13.2 The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Clause shall become operative only from the time when such notice is given. Thereafter the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure.
- 13.3 In particular, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, nor non-performance due to any Force Majeure of which it has notified the other Party and the time for performance of that obligation shall be extended accordingly.
- 13.4 The Parties agree that, if such inability to perform any obligations under this Agreement shall continue for a period of (one (01) month, the Party other than the Affected Party shall have the right to terminate this Agreement by Notice to the Affected Party at any time thereafter. Provided additional that in case of termination under this clause, the Supplier shall immediately refund any advance payment made by the Customer to the Supplier.

14. TERMINATION

- (i) Either Party may terminate this Agreement without cause by giving a 30 (Thirty) days' notice to the other Party.
 - (ii) In case the Supplier becomes insolvent or unable to pay its debts or perform its obligations in ordinary course of its business and/ or the Supplier becomes subject to any voluntary or involuntary proceedings in bankruptcy, liquidation, dissolution, receivership, attachment or composition, or makes a general assignment for the benefit of creditors, this Agreement shall stand terminated immediately and the Supplier shall become liable to immediately refund any advance payment made by the Customer with respect to this Agreement.
- (iii) In case one party commits a breach of any of its responsibilities or obligations under this Agreement, the other party shall send a written notice specifying the breach and requiring it to be remedied within fifteen (15) business days of the receipt of a written notice.
- (iv) If the breaching party failed to remedy the breach within fifteen (15) business days of the receipt of the written notice date, then the other party may terminate this Agreement at any time by serving 15 days' prior written notice upon the breaching party.
 - (v) Prior to the effective date of termination, the Customer shall have a right to migrate its data and the Services being obtained under this Agreement to any other vendor of its choice. The Supplier shall cooperate fully with the Customer and the new vendor to ensure smooth transfer of data and services for the Customer in manner which shall not cause any hindrance or obstacle for the Customer to carry on its business.

15. ASSIGNMENT

15.1 Neither this Agreement nor any right hereunder may be transferred, subcontracted, assigned or delegated by the contractor without the preceding written consent of the Customer.

16. GOVERNING LAWS AND JURISDICTION

16.1 This Agreement and any amendment hereto shall be governed by the laws of the Islamic Republic of Pakistan and the Courts at Islamabad will have non-exclusive jurisdiction.

17. SUPPORT REQUEST MECHANISM

- Support team will be available 24 x 7
- Support call can be logged through following method
 - o Email to <xyz@abc.com>
 - o Call to: <XXX-XXX-XXXX-XXX>
- Response time: Within 15 MinutesResolution Time: 2 Hours maximum

18. RELATIONSHIP

The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

19. SEVERABILITY

Each of the clauses of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not thereby be affected or impaired in any way.

20. APPLICABLE LAW AND JURISDICTION

20.1 This Agreement is governed by the laws of the Islamic Republic of Pakistan.21.2. Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

21. STAMP DUTY

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Supplier.

22. ANNEXURE(S)

The Annexure(s) to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.

IN WITNESS WHEREOF, the Parties have executed and delivered this contract through their respective attorneys / authorised representatives on the day, month and year first above written.

	Signature:
<xyz company=""></xyz>	In presence of the following Witness:
FOR AND ON BEHALF OF	

Name:	Name:
Designation:	CNIC No.:
FOR AND ON BEHALF OF:	
Securities & Exchange Commission of Pakistan	In presence of the following Witness:
	Signature:
Name:	Name:
Designation:	CNIC No.:

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

PO/Contract	Dated:
Number: Contract Value: Contract Title:	الزيرين المناسبة المن
contract, right, interest, privilege or other	has not obtained or induced the procurement of any or obligation or benefit form Government of Pakistan acy thereof or any other entity owned or controlled by actice.
it has fully declared the brokerage, comgiven or agreed to give and shall not give either directly or indirectly through any nassociate, broker, consultant, director, commission, gratification, bribe, finder's fee or otherwise, with the object of obtain	regoing (Supplier Name) represents and warrants that amission, fee etc. paid or payable to anyone and not or agree to give to anyone within or outside Pakistan atural or juridical person, including its affiliate, agent, promoter, shareholder, sponsor or subsidiary, any a fee or kickback, whether described as consultations ning or inducing the procurement of a contract, right, the benefit in whatsoever form from Gop, except that ant hereto.
arrangements with all persons in respect	e and will make full disclosure of all agreements and of or related to the transaction with GoP and has not on to circumvent the above declaration, representative
not making full disclosure, misrepresenting of this declaration, representation and privilege or other obligation or benefit	ty and strict liability for making and false declaration, ng fact or taking any action likely to defeat the purpose warranty. It agrees that any contract, right interest, t obtained or procured as aforesaid shall, without es available to GoP under any law, contract or other GoP.
agrees to indemnify GoP for any loss or depractices and further pay compensation to any commission, gratification, bribe, fir	es exercised by GoP in this regard, (Supplier Name) amage incurred by it on account of its corrupt business o GoP in an amount equivalent to ten time the sum of ader's fee or kickback given by (Supplier Name) as or inducing the procurement of any contract, right, benefit in whatsoever form from GoP.
Securities and Exchange Commission of	Pakistan (Supplier Name)

Cloud Services – IaaS for SECP

Proposals are solicited with following minimum requirements.

Interested parties with <u>local presence and having datacenter(s) in Pakistan only</u> are required to submit bids for migrating and providing infrastructure for ESXi based virtual machines on cloud IaaS for SECP. The generic requirement of the hosted VMs are as follows:

S. No.	Generic Service Name	OS Platform	Disk (in GB)	Memory (in GB)	No. of vCPUs	vCPU Frequency (in GHz)
1.	Elastic Search Server1	Linux	100	16	08	2.6 or Higher
2.	Elastic Search Server2	Linux	100	16	08	2.6 or Higher
3.	Logging Server	Linux	300	16	08	2.6 or Higher
4.	Monitoring Server	Windows	100	16	08	2.6 or Higher
5.	Mail Gateway Server	Windows	200	16	08	2.6 or Higher
6.	Website Server	Linux	300	32	16	2.6 or Higher
7.	Management Server	To manage	all of the abo	ve mentioned console	VMs throug	h a single (web)

Table 3: Requirements for Cloud IaaS Solution

Technical Evaluation Criteria				
S. No.	Description	Evaluation		
1.	Minimum five (05) years in business	MUST		
2.	Data Center in Pakistan only	MUST		
3.	Daily incremental, weekly full backups with 90 days retention	MUST		
4.	Availability of Shared Storage (SSD-based)	MUST		
5.	SSD disk storage for all hosted VMs	MUST		
6.	VM recovery from backup within four (04) hours	MUST		
7.	Web Application Firewall (WAF) protection for 03 VMs (01 domain)	MUST		
8.	Dedicated cPanel for website VM	MUST		

9.	Class-3 SSL certificate for 01 domain	MUST
10.	DDoS Protection	MUST
11.	Next Generation Firewall (NGFW) protection for all hosted VMs with UTM bundle	MUST
12.	Service Level Agreement (SLA) with 99.995% availability	MUST
13.	Compliance against specifications mentioned in table-1 above	MUST
14.	DNS record management for 01 domain and migration of existing DNS zones, if required	MUST
15.	DNS records addition, modification, and deletion (within 02 hours) as and when required	MUST
16.	At least ten (10) IPv4 usable public IP addresses	MUST
17.	At least 01Gbps upload and download with monthly traffic volume of 15 TB	MUST
18.	24x7 technical support with escalation matrix to be shared with the bid	MUST
19.	4x VPNs for accessing the hosted environment for SECP Admin users	MUST
20.	Monitoring and availability reports of entire hosted infrastructure on monthly/quarterly, and on demand basis	MUST
21.	The bidder shall have approved disaster recovery procedures in place and SECP data and VMs should be available in case of a disaster.	MUST

Table 4: Technical Evaluation Criteria

• Bids NOT in compliance with the any MUST requirement (s) in the evaluation criteria will NOT be evaluated further and considered non-responsive.

Financial Evaluation Criteria:

 Bids compliant with MUST requirements of the technical evaluation and quoting lowest cost shall be selected.

NOTE:

- Provisioning of Management Server for managing all VMs through a single (web) console is responsibility of the service provider
- Service provider must have a call center with 24x7x365 availability and a UAN for complaint logging and escalation
- Exact timelines for server provisioning and availability must be clearly mentioned in the proposal
- The service provider data center **MUST** be located in Pakistan
- Penalties will be charged for non-compliance of availability as per signed SLA
- Bids NOT in compliance with any MUST items in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation

- The bidder must ensure that adequate cybersecurity measures are in place to safeguard SECP infrastructure against any kind of internal and external cyber threat. A list of such controls and measures shall be shared with SECP and include at least the following:
 - o Surveillance and monitoring mechanism (SIEM/SOAR etc.)
 - Access Management security Measures
 - o Parameter, Network, server and data security measures
- The bidder shall conduct Cyber testing (VAPT and audits) regularly on their platforms and systems and share the report with SECP.
- Compliance with MUST requirements mentioned above should be tagged in the bid along with relevant page number/section, failing which the bid shall be rejected.



Format of Affidavit/Undertaking (DULY NOTARIZED)

Bidder must submit following undertaking (on stamp paper of Rs.100)) duly notarized, failing which the bid shall be rejected

a)	I, Mr
b)	That M/s is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
c)	We also confirm that our firm has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
d)	That the Partner(s) / Officers of M/s
e)	We, hereby agree with all the requirements and terms & conditions of the bidding document and submit the bid.
f)	The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.
	te: In case bidder is found in the list of "Blacklisted Firms-Pakistan" or related links at ps://www.ppra.org.pk/then its bid shall be rejected
	Name:
	Signature
	Stamp: