

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

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 following requirements

S. No.	Requirements	Tender Ref No.
1.	Annual Support and Subscription Renewal for IBM software	T# 12 (i)/22-23
2.	Annual Maintenance & Support (AMS) for Manage Engine Products	T# 12 (ii)/22-23
3.	Software Subscription and Support renewal of IBM Guardium	T# 12 (iii)/22-23
4.	Annual Support and Subscription Renewal for VMware software	T# 12 (iv)/22-23
5.	Hosting of SECP Web Services	T# 12 (v)/22-23

Bidding document for each 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 February 02, 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 Hosting of SECP Web Services

(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 HOSTING OF SECP WEB SERVICES.



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.



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PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

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Securities and Exchange Commission of Pakistan (SECP)

Bid No. T#12(v)/22-23

For

Hosting of SECP Web Services

Invitation to Bids

Date: February 17, 2023

- 1. This Invitation to Bids follows the Procurement Notice (PN) No.T#12(v)/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 Hosting of SECP Web Services.
- 3. SECP now invites sealed bids from eligible Suppliers for Hosting of SECP Web Services.
- 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 February 02, 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)

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			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 Hosting of SECP Web Services 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. (<i>The limit on the number of members of JV or Consortium or</i> <i>Association may be prescribed in BDS, in accordance with the</i> <i>guidelines issued by the PPRA</i>).
		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.
	2	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,

	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.
3.6.	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body,
S	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, however, the final award will be subject to the complete
	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 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 ifa) 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

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		 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". 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. 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

]	One Bid per Bidder	5.1.	indicated in its Bid.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.
	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
	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 II Instructions to Bidders (ITBs) 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)
		7.2.	Section IX Contract Forms The number of copies to be completed and returned with the
		7.3.	Bid is specified in the BDS. The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the

		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.
	7.4.	The Bidder is expected to examine all instructions, forms,
 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

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	3	electronic formthat provide record ofthe content of communication to all the bidders who haveobtained the Bidding Documents from the Procuring Agency.The ProcuringAgency shall promptlypublish the AddendumAgency's web page identified in the BDS:Provided that the bidder who had either already submitted theirbid or handed over the bid to the courier prior to the issuanceof any such addendum shall have the right to withdraw hisalready filed bid and submit the revised bid prior to theoriginal 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.
10. Language of	10.1.	C. PREPARATION OF BIDS The Bid prepared by the Bidder, as well as all correspondence
Bid		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	11.1.	The Bid prepared by the Bidder shall constitute the
and Sample(s) Constituting the Bid		 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;

ITB 12 that the supplied by the	nce established in accordance with
supplied by the	
	ls and related services to be
and conform to	ler are eligible goods and services,
	Bidding Documents;
f) Bid security or	Securing Declaration furnished in
accordance wit	3 18;
g) Duly Notarized	ver of Attorney authorizing the
signatory of the	der to submit the bid; and
h) Any other docu	t required in the BDS
Where a sample(s) is re-	d by a procuring agency, the
sample shall be:	
a) submitted as p	of the bid, in the quantities,
	er details requested in the BDS;
b) carriage paid;	
	re, the closing time and date for the
submission of l	-
	ine compliance with all
characteristics	
The Freeding Figene	all retain the sample(s) of the
	ing Agency shall reject the Bid if
the sample(s)-	
a) do(es) not con	to all characteristics prescribed in
the bidding doo	
b) is/are not sub	ed within the specified time
clearly mention	the Bid Data Sheet.
Where it is not possib	avoid using a propriety article as a
-	e it clear that the propriety article is
	ample of the type or quality of the
- · ·	that competition shall not thereby be
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the grievance forums (Level or in some Court Pursuant to ITB 11 , the all those document conformity to the ter	Law). Her shall furnish, as part of its Bid, stablishing the eligibility in
the grievance forums (Level or in some Court Pursuant to ITB 11 , the all those document conformity to the ter	Law). Her shall furnish, as part of its Bid, stablishing the eligibility in and conditions specified in the
 the sample(s)- a) do(es) not con the bidding doo b) is/are not sub clearly mention Where it is not possible sample, a Bidder shall displayed only as an goods being Bided for, limited to the extent of Samples made up from shall not be returned to liable for the cost of male All samples produced for 	to all characteristics prescribed in nts; and ed within the specified time a the Bid Data Sheet. avoid using a propriety article a e it clear that the propriety article ample of the type or quality of that competition shall not thereby at article only. rials supplied by a Procuring Age dder nor shall a Procuring Agency hem. naterials belonging to an unsucces y the Procuring Agency till the f award of contract or exhaust of

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. DocumentsEstablishingEligibility andQualificationof 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:
	3	
		 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

	3	 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.
J. J. J.	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 Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
		 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): the price of the goods quoted EXW (exworks, ex-factory, 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 ex- works or ex-factory; or
	S	B. on the previously imported goods of foreign origin quoted ex- warehouse, 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,

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
	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.
	iv. the price for inland transportation, insurance, and other local costs incidental to delivery of the
	iii. the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.
	ii. the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or
	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
	b) For goods offered from abroad:
	iv. the price of other (incidental or allied) services, if any, listed in the BDS .
	and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS

		Agency's right to contract on any of the terms and conditions offered: -
		a) For Goods: -
	23	i. the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS
		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
		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:
	S	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 deliver from outside Pakistan, or for imported parts or

	1 1	
		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.
	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 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 ITB 18 in all respects.
	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 for
		extension. However, the Bid evaluation shall be based on the
		already quoted Bid Price without taking into consideration on
		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 Security in
Declaration		form of fixed amount not exceeding five percent of the
20010101011		
		estimated value of procurement determined by the procuring
	5	agency and in the amount and currency specified in the BDS
< 2		or Bid Securing Declaration as specified in the BDS in the
		format provided in Section VI (Standard Forms).
	18.2.	The Bid Security or Bid Securing Declaration is required
N. 102		to protect the Procuring Agency against the risk of
		Bidder's conduct which would warrant the security's
		forfeiture, pursuant to ITB 18.9.
	10.2	
	18.3.	The Bid Security shall be denominated in the local
		currency or in another freely convertible currency, and it
		shall be in the form specified in the BDS which shall be in
λ		any of the following:
		a) a bank guarantee, an irrevocable letter of credit issued
		by a Scheduled bank in the form provided in the
		Bidding Documents or another form acceptable to the
		Procuring Agency and valid for twenty-eight (28) days
		beyond the end of the validity of the Bid. This shall
		also apply if the period for Bid Validity is extended. In
		either case, the form must include the complete name
		of the Bidder;
		b) a cashier's or certified cheque; or
		by a cashier s or certified eneque, or
		c) another security if indicated in the BDS
	18.4.	The Bid Security or Bid Securing Declaration shall be in
	10	
		accordance with the Form of the Bid Security or Bid
		Securing Declaration included in Section VI (Standard
		Forms) or another form approved by the Procuring
		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
		conditions listed in ITB 18.9 are invoked.
	18.6.	
	18.0.	Any Bid not accompanied by a Bid Security or Bid
		Securing Declaration in accordance with ITB 18.1 or

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		18.3 shall be rejected by the Procuring Agency as non-
		responsive, pursuant to ITB 28.
	18.7.	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
		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.
Z S	18.8.	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing
	18.9.	the performance security (or guarantee), pursuant to ITB 42 . The Bid Security may be forfeited or the Bid Securing Declaration executed:
	S	 a) if a Bidder: 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 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: to sign the contract in accordance with ITB 41;

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		or
		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 Bidders	-3	requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the
	19.2.	specifications When alternative schedule for delivery of goods is
	19.2.	explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating 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
		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, Substitution, and Modification of Bids	20.1.	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or 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 Signing of Bid	21.1.	The Bidder shall prepare an original and the number of copies 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

		authorization must be typed or printed below the signature. All
		pages of the Bid, except for un-amended printed literature, 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 Marking of Bids	22.1.	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer
		envelope securely sealed in such a manner that opening and 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 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.
	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 / 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

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		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
23. Deadline for	23.1.	Bids shall be received by the Procuring Agency no later than
Submission of Bids		the date and time specified in the BDS .
	23.2.	The Procuring Agency may, in exceptional circumstances and
		at its discretion, extend the deadline for the
50197		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
5955		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,
05 W'4 1 1 1	25.1	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
Dids		received by the Procuring Agency prior to the deadline for
	N.	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.
		OPENING AND EVALUATION OF BIDS
26. Opening of	26.1.	The Procuring Agency will open all Bids, in public, in the
Bids		presence of Bidders' or their representatives who choose to
	L L	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.	Coccerd system envelopes model (CLIDCTITUTION) 1 11 1
20.5.	Second, outer envelopes maneer Separate from shan ee
	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.
26.4.	Next, outer envelopes marked "MODIFICATION" shall be
1	opened. No Technical Proposal and/or Financial Proposal
	shall be modified unless the corresponding Modification
	Notice contains a valid authorization to request the
Jan Alexandre	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.
26.5	
26.5.	
	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.	
	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
20.7.	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.
	TT T

	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.
Ś	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
	28.4.	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 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

		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.
3		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.
27.02	29.3.	
		provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4.	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
		Explanation: A minor informality, non-conformity or 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 –
	3	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.
	29.5.	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.
	29.6.	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
	29.7.	component. 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	30.1.	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.
	30.3.	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 be corrected; and
	31.2.	 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. 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

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.
5	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.
33.4.	In evaluating 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:
<u> </u>	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 after-sales 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
33.5.	 offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	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

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

The goods covered under this invitation are 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

ii.

iii.

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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 high-
	usage 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.

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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.

		g) <i>Performance and productivity of the equipment.</i>
		 i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency 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.
		 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.
	6	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 Preference	34.1.	If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations,

		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 pre- qualification 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.	

rr	
	 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 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 davalorment nertor of fund.
36.3.	development partner-funded. 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

	necessary and appropriate. Factors not included in these Biddi Documents shall not be used in the evaluation of the Bidder qualifications.
Š.	 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.
	36.6. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the 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 wh 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 c) Successful negotiations have been concluded, if any.
38. Negotiations	 38.1. Negotiations may be undertaken with the Most Advantageous Birelating 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.
	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.
Ś	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.
	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.

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	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 practices and in the manner as prescribed in ITB 44.2.
	44.2.	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 .
45. Arbitrator	45.1.	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1.	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.

	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 approximation report and five days
		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:
1		Provided that the complainant may raise the objection on any part
•		of the final evaluation report in case where single stage one
		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.
3.02	48.9.	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
	H	I. MECHANISM OF BLACKLISTING
49.	49.1.	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,
	6	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 Propuring Agency representation of the start of the sta
		which the Procuring Agency proposes to debar the

		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.
	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
R C.	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.
	49.5.	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.
	49.6.	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
	49.7.	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.
	49.8.	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.
	49.9.	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 examining the record whether the procedure defined in
	40.10	blacklisting and debarment mechanism has been adhered to by the
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of

		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
	2.	respondent of the review petition. The notices shall be
		accompanied by the copies of review petition and all attached
		documents of the review petition including the decision of the
		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
JAK		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

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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	ITB	Amendments of, and Supplements to, Clauses in the
Clause	Number	Instruction to Bidders
Number	Number	Instruction to bluders
		A. Introduction
1.	1.1	Name of Procuring Agency: Securities and Exchange Commission of Pakistan.
		The subject of procurement is: Hosting of SECP Web Services
		Period for delivery of services: 3 Years
		Commencement date for delivery of Services: April 01, 2023
2	2.1 & 2.2	Financial year for the operations of the Procuring Agency: 2022-23
		Name of Project Hosting of SECP Web Services
		Name of financing institution: Self
40		Name and identification number of the Contract: Hosting of SECP Web Services, T#12(v)/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: <i>not required</i>

B. Bidding Document

7.	7.2	The number of documents	to be comple	leted	and	
		Page 49 of 106				

		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. <u>ubaidullah.khalid@secp.gov.pk</u>
	8.5	Pre-bid meeting will not be held

C. Preparation of Bids

9.	10.1	The Language of all correspondences and documents
21		related to the Bid is: English
10.	11. <mark>1(b)</mark>	Detail of sample(s) to be submitted with the Bid are:
		Not Applicable (NA)
11.	1 <mark>1.2 (b)</mark>	Characteristics [List if any] Not Applicable
12.	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
13.	1 <mark>2.3 (c)</mark>	Other procurement specific documentation
		requirements are: Details are given in Annex A and B
14.	12. <mark>4</mark>	Spare parts required for [specify number of years] of
		years of operation. NA
15.	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
16.	15.6 15.7	For goods/services manufactured from within Pakistan
10.	(a) (iii),	the price quote shall be <u>DDP</u>
	(iv)	the price quote shan be <u>DD1</u>
	(optional)	
17.	15.7 (a) (i)	Not Applicable
17.	& 15.6 (b)	
	(i)	
	(")	

	(ii), (iii) (optional) (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			
Jo Al		Pakistan on that day.			
20.	17. <mark>1</mark>	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.	1 <mark>8.3</mark>	The Bid Security shall be in the			
		form of Bank Draft			
24.	19.1	Alternative Bids to the requirements of the Bidding Documents <i>will not</i> 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
	602	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: Hosting of SECP Web Services			
		ITB title and No: Hosting of SECP Web Services, T#12(v)/22-23			
		Time and date for submission: [insert time and date]			
29.	23.1	The deadline for Bid submission is			
		a) Day: Thursday			
		b) Date: February 02, 2023			
19		c) Time: 1100Hrs			

Е.	Openin	g and Eva	luation	of Bids
L /•	Openin	S and Dia	iuation	or Dius

	Е.	Opening and Evaluation of Bids
30.	26.1	 The Bid opening of technical bid shall take place at: Street address: Securities and Exchange Commission of Pakistan (SECP) Building/Plot No. 63-NICL Building, Jinnah Avenue Blue Area, Islamabad, Pakistan Day: Thursday Date: February 02, 2023 Time: 1130Hrs
31.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>Pakistani Rupee</i> The source of exchange rate shall be: State Bank of Pakistan The date of exchange rate shall be: the date of opening of financial bids.
32.	35	Evaluation TechniquesLeast Cost Based Selection (LCBS)After meeting the requirements of eligibility,

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		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.	22.4 (b)	
55.	33.4 (h)	Other specific criteria are as per
		details in Annex A and B
36.	33.5 (c)	Deviation in payment schedule <i>is not applicable</i> .
Δ.	(ii)	
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
		5 percent of the Contract Price
46.	4 <mark>3.</mark> 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
	210	Securities and Exchange Commission of Pakistan
		(SECP), 4 th Floor NICL Building, Jinnah Avenue, Blue Area,
		Islamabad.
		The Address of PPRA to submit a copy of grievance:
		Grievance Redressal Appellate Committee,
		Public Procurement Regulatory Authority
		1 st 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

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Schedule of Requirements - Hosting of SECP Web Services

Proposals are solicited with following minimum requirements.

Interested parties with local presence and having datacenter(s) in Pakistan only are required to submit bids for migrating and hosting ESXi based virtual machines, on cloud hosting solution 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.	7. Management Server To manage all of the above mentioned VMs through a single (web) console					
Table 1: Requirements for Cloud Hosting Solution						

Table 1:	Requireme	nts for Cloud	Hosting Solution
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Technical Evaluation Criteria							
S. No.	Description	Evaluation					
1.	Minimum five (05) years in web hosting 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) I						
5.	SSD disk storage for all hosted VMs						
6.	VM recovery from backup within four (04) hours						
7.	Web Application Firewall (WAF) protection for 03 VMs (01 domain) MUST						
8.	Dedicated cPanel for hosting 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 hosting for 01 domain and migration of existing DNS zones, if required						
15.	DNS records addition, modification, and deletion (within 02 hours) as and when required MUST						
16.	At least ten (10) IPv4 usable public IP addressesMUST						
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 usersMUST						
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 hosting 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 hosting 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 hosting 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:
 - 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.

SECTION VI: STANDARD FORMS

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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<mark>: Services</mark>

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 <u>first</u> 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
- (1) **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 web hosting business	MUST		
2.	Data Center in Pakistan only	MUST		
3.	Daily incremental, weekly full backups with 90 days retention	MUST	7	5
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 hosting 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 hosting for 01 domain and migration of existing DNS zones, if required	MUST	Ċ.	
15.	DNS records addition, modification, and deletion (within 02 hours) as and when required	MUST	4 K.	
16.	At least ten (10) IPv4 usable public IP addresses	MUST		104
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		ST /
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		10
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 hosting 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 hosting 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 hosting 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:
 - Surveillance and monitoring mechanism (SIEM/SOAR etc.)
 - o Access Management security Measures

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- 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.

<u>Note:</u> 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
			Start.

(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]

Pageof_							
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 JV]							
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>							
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 Agency							
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.							

[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.

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.)	
4	Annual Cost for Year 03 (Rs.)	
	Total Cost for 03 Years (Rs.)	

Price Schedule - Hosting of SECP Web Services

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.		he following words and expressions shall have the neanings hereby assigned to them:				
			a)					
			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.				
		Υ Ι	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 .				
	20-4		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.
	C.	k)	"Procuring Agency" means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.
		1)	"Related Services" means those services 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.
	<u>IN</u>	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.
		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		
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	the goods will be used, as named in the SCC .		
u)	"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,		
(June	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.		
	"Force Majeure" means an unforeseeable		
v)	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		
	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		
W	Goods and performance of incidental services		
	in accordance with the relevant standards		
	in accordance with the relevant standards		

			included in the Contract and any
			modification or addition made or approved
			by the Procuring Agency.
			x) The Supplier's Bid is the completed Bid
			document submitted by the Supplier to the
			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
			headings and marginal notes are used for
	Jan 2		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
			the Contract unless specifically defined.
5		2.3.	The documents forming the Contract shall be
50		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
		3	(6) Specifications
			(7) Contractor's Bid, and
			(8) Any other document listed in the
	614		Special Conditions of Contract as
	Conditions		forming part of the Contract.
3.	Precedent	3.1.	Having signed the Contract, it shall come into effect on the date on which the following conditions have
			been satisfied: -
			a) Submission of performance Security
			(or guarantee) in the form specified in
			the SCC;
1	1		
			b) Furnishing of Advance Payment

		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

			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.
		8.3.	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 b) A cashier's or certified check.
		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 for these purposes.
		11.2.	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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

			to the Procuring Agency.
		11.4.	
			previously been inspected, tested, and passed by the
			Procuring Agency or its representative prior to the
		1.	Goods' shipment from the country of origin.
	1 1 1 2	11.5.	
			the supplier from any warranty or other obligations
	Destring		under this Contract.
12.	Packing	12.1.	The supplier shall provide such packing of the Goods as is required to prevent their damage or
			deterioration during transit to their final destination,
			as indicated in the Contract. The packing shall be
			sufficient to withstand, without limitation, rough
			handling during transit and exposure to extreme
			temperatures, salt and precipitation during transit,
			and open storage. Packing case size and weights
		19	shall take into consideration, where appropriate, the remoteness of the Goods final destination and the
500			absence of heavy handling facilities at all points in
	1345		transit.
		12.2.	
		12.2.	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
10	Delivery and	10.4	Agency. Delivery of the Coods shall be made by the Supplier in
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
		107:	documents to be furnished by the Supplier as
			specified in SCC.
		13.2.	For purposes of the Contract, "EXW", "FOB", "FCA",
			"CIF", "CIP," and other trade terms used to
			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.

14.	Insurance	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.	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		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
			 e) 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.
		16.2.	
17.	Spare Parts	17.1.	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed 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, furnishing at no cost to the
			Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18.		18.1.	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier

		1	
		18.2.	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 Pakistan. This warranty shall remain valid for a period 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 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.	
			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 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 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

			forms that provide record of the contact of
			forms that provide record of the content of communication, accompanied by an invoice
			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.
		19.3.	
	1. 0		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
			should have been made up to the date when the late
			payment is made at the rate as specified in the SCC.
		19.4.	The currency or currencies in which payment is made
			to the Supplier under this Contract shall be specified
			in SCC subject to the following general principle:
			payment will be made in the currency or currencies
		\mathbb{Z}	in which the payment has been requested in the
500			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
20.	Prices	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
			and Services performed under the Contract shall
			not vary from the prices quoted by the Supplier in
			its Bid, with the exception of any price adjustments
			authorized in SCC or in the 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
			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:
			a) Drawings, designs, or specifications, where
			Goods to be furnished under the Contract are
			to be specifically manufactured for the
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			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
		R O	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.	
			by the Supplier in the performance of its delivery
			obligations shall render the Supplier liable to the
			imposition of liquidated damages pursuant to GCC
			Clause 26, unless an extension of time is agreed upon
			pursuant to GCC Clause 25.2 without the application
		12	of liquidated damages.
26.	Liquidated Damages	26.1.	Subject to GCC Clause 28, if the Supplier fails to
	1395		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
		10	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
			GCC Clause 26.
27.	Termination for	27.1.	The Procuring Agency or the Supplier, without
	Default		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.
1			
		07.0	
		27.2.	Fundamental breaches of Contract shall include, but shall not be limited to the following:

			a)	the Supplier fails to deliver any or all of the			
			/	Goods within the period(s) specified in the			
				Contract, or within any extension thereof			
				granted by the Procuring Agency pursuant to			
			1 \	GCC Clause 24; or			
			b)	the Supplier fails to perform any other 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			
				declared bankrupt or goes into liquidation			
				other than for a reconstruction or			
			0	amalgamation; a payment is not paid by the Procuring Agency			
		E	f)	to the Supplier after 84 days from the due date			
505				for payment;			
			g)	the Procuring Agency gives Notice that			
			0/	goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to			
				correct it within a reasonable period of time			
				determined by the Procuring Agency; and			
			h)				
				on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive,			
				obstructive or fraudulent practices, in			
	4			competing for or in executing the Contract.			
		27.3.	For th	e purpose of this clause			
		_/.0.		upt and Fraudulent Practice" means the practices			
				cribed in Rule-2 (1) (f) of Public Procurement Rules-			
			 2004. In the event the Procuring Agency terminates the Contract 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, 				
		27.4.					
				ds or Services similar to those undelivered, and Supplier shall be liable to the Procuring Agency			
			the s	the Supplier shall be liable to the Procuring Agency			

			for any excess costs for such similar Goods or			
			5			
			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			
		1.1	deemed to be in breach of the Contract for any delay			
		$\langle \cdot \rangle$	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			
	JANZ A		an event which is beyond the reasonable control			
20			of a Party, is not foreseeable, is unavoidable, and			
4			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			
			prevent			
		• • •				
		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.	The Procuring Agency may at any time terminate					
_>.	Insolvency	_/.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.					
30.	Termination for	30.1.	The Procuring Agency, by written notice sent to the					
50.	Convenience	00.1.	Supplier, may terminate the contract, in whole or in					
			part, at any time for its convenience. The notice of					
	1011S		termination shall specify that termination is for the					
			Procuring Agency's convenience, the Contract is					
			terminated, and the date upon which such					
			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					
505								
			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.	40 4	31.1.	In the event of any dispute arising out of this contract,					
			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.	After the dispute has been referred to the arbitrator,					
			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					

			Institution named and in the place shown in the SCC . The rate of the Arbitrator's fee and administrative				
		32.2.					
			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				
		R O	bear its incurred costs and expenses.				
	6	32.3.					
		02.0.	with the arbitration procedure published by the				
			institution named and in the place shown in the SCC				
33.	Replacement of	33.1.					
	Arbitrator		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				
			appointed by mutual consent of the both parties. Accept in cases of criminal negligence or willful anduct, and in the case of infringement pursuant to				
34.	Limitation of Liability	34.1.	except in cases of criminal negligence or willful				
			conduct, and in the case of infringement pursuant to				
			GCC Clause 8,				
			,				
			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			
		R O	taxes, stamp duties, license fees, and other such			
			evies 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			
			efforts to enable the Supplier to benefit from any			
			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			
			delivery of the contracted Goods to the Procuring			
		E	Agency.			

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

ECP

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 'Hosting of SECP Web Services on Local Cloud Hosting Model' ("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

Hosting of SECP Web Services on Cloud Hosting Solution

|--|

S. No.	Generic Service Name	OS Platform	Disk	Memory	No. of CPUs	CPU Frequency
110.			(in GB)	(in GB) (in GB)		(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 a	ll of the above	mentioned VI	Ms through a sing	gle (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 hosting 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 hosting 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
- DNS record hosting and migration of existing DNS records for domain secp.gov.pk
- 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 hosting for 3 domains, 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.
 - 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 nonavailability 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 hosting services whichever is less. The maximum penalty under this clause shall not exceed 10% of the quarterly payment due for the hosting 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-XXX>
- Response time: Within 15 Minutes
- Resolution 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.

FOR AND ON BEHALF OF

<XYZ COMPANY>

In presence of the following Witness:

Signature:

Name:	Name:
Designation:	CNIC No.:

	ssion of Pakistan In presence of the followin 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:	Li funda la constante da const
Contract Title:	

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, (Supplier Name) agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by (Supplier Name) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

(Supplier Name)

Securities and Exchange Commission of Pakistan

Hosting of SECP Web Services

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 hosting ESXi based virtual machines, on cloud hosting solution 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 a	all of the abov	ve mentioned console	VMs throug	h a single (web)

Table 3: Requirements for Cloud Hosting Solution

Technical Evaluation Criteria				
S. No.	Description	Evaluation		
1.	Minimum five (05) years in web hosting 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		
б.	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 hosting 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		
12.	Service Level Agreement (SLA) with 99.995% availability		
13.	Compliance against specifications mentioned in table-1 above		
14.	DNS record hosting for 01 domain and migration of existing DNS zones, if required		
15.	DNS records addition, modification, and deletion (within 02 hours) as and when required		
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:	Technic	al Evaluat	ion 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 hosting 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 hosting 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 hosting 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:
 - 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.



Format of Affidavit/Undertaking

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

- 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..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- 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.

Note: In case bidder is found in the list of "Blacklisted Firms-Pakistan" or related links at <u>https://www.ppra.org.pk/</u> then its bid shall be rejected

Name:	
Signature	
Stamp:	