

# BIDDING DOCUMENT

## Procurement, Supply & Installation of IT Hardware and Software Including Goods and Related Services

Single-Stage: Two-Envelope  
Bidding Procedure



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## NATIONAL DISASTER RISK MANAGEMENT FUND

September - 2023

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**Single-Stage: Two-Envelope  
Bidding Procedure**

**Issued on:** 29<sup>th</sup> September, 2023

**Invitation for Bids No:** 002/20/Proc-I

**Purchaser:** National Disaster Risk Management Fund

**Country:** Pakistan

# Preface

This Bidding Document for Procurement of Goods has been prepared by National Disaster Risk Management Fund and is based on the Asian Development Bank's Standard Bidding Document for the Procurement of Goods used i.e. December, 2016

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# Section 1 - Instructions to Bidders

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## A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written form and delivered against receipt;
  - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
  - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
    - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
  - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

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<sup>1</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).



- 3.2 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and
  - (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this Bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
  - (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or

(g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.

4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

**5. Eligible Goods and Related Services**

5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.

5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

**B. Contents of Bidding Document**

**6. Sections of the Bidding Document**

6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

## **PART I Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

## **PART II Supply Requirements**

- Section 6 Schedule of Supply (SS)

## **PART III Conditions of Contract and Contract Forms**

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
- 7. Clarification of Bidding Document**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

## **C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Technical Bid Submission Sheet;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
  - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
  - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
  - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
  - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
  - (i) any other document required in the BDS.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
  - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
  - (c) any other document required in the BDS.

- 12. Bid Submission Sheets and Price Schedules**
- 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.
- 14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously

- imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
  - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as 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; and
  - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
- (i) the local currency cost component of each item comprising the Related Services; and
  - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.

14.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the same time.

## 15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price

accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.

- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

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| <b>16. Documents Establishing the Eligibility of the Bidder</b>  | 16.1 | To establish their eligibility in accordance with ITB 4, Bidders shall <ul style="list-style-type: none"><li>(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and</li><li>(b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.</li></ul> |
| <b>17. Documents Establishing the Eligibility of Goods and Related Services</b>                            | 17.1 | To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).   |
| <b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b> | 18.1 | To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).   |
|  | 18.2 | The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).   |
|  | 18.3 | Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).  |
| <b>19. Documents Establishing the</b>  | 19.1 | To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for  |

<b>Qualifications of the Bidder</b>	<p>each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.</p> <p>19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country 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.</p>
<b>20. Period of Validity of Bids</b>	<p>20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<b>21. Bid Security/ Bid-Securing Declaration</b>	<p>21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.</p> <p>21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.</p> <p>21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee,</li> <li>(b) an irrevocable letter of credit, or</li> <li>(c) a cashier's or certified check,</li> </ul> <p>all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original</p>



validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or
  - (b) if the successful Bidder fails to
    - (i) sign the Contract Agreement in accordance with ITB 45;
    - (ii) furnish a performance security in accordance with ITB 46; or
    - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

## **22. Format and Signing of Bid**

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 unamended printed literature, shall be signed or initialled by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## **D. Submission and Opening of Bids**

### **23. Sealing and Marking of Bids**

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 24.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.

- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A 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 shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's

designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing 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 and recorded at bid opening.
- 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. 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.
- 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a bid h[ or a Bid-Securing Declaration, if required; and
  - (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected

at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the

record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

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

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Examination of Technical Bids**
- 31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:

- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) bid security or Bid-Securing Declaration, if applicable; and
  - (d) Manufacturer's Authorization, if applicable.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) If accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
    - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 33. Nonmaterial Nonconformities**
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Technical Bid is substantially responsive, the Purchaser may request that the Bidder 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 aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The

adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.
- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
  - (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case 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 subtotals, the subtotals shall prevail and the total shall be corrected.
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.



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| <b>37. Conversion to Single Currency</b> | 37.1 | For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.  |
| <b>38. Margin of Preference</b>          | 38.1 | Unless otherwise specified in the BDS, a margin of preference shall not apply.   |
| <b>39. Evaluation of Price Bids</b>      | 39.1 | The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.  |
|  | 39.2 | To evaluate a Price Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> <li>(a) the bid price as quoted in accordance with ITB 14;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB 14.4;</li> <li>(d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and</li> <li>(e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.</li> </ul> |
|  | 39.3 | The Purchaser's evaluation of a bid will exclude and not take into account, <ul style="list-style-type: none"> <li>(a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;</li> <li>(b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and</li> <li>(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.</li> </ul>   |
|  | 39.4 | If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).  |

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| <b>40. Comparison of Bids</b>   | 40.1 | The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.   |
| <b>41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 41.1 | The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

## F. Award of Contract

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| <b>42. Award Criteria</b>  | 42.1 | The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.  |
|  | 42.2 | A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.  |
| <b>43. Purchaser's Right to Vary Quantities at Time of Award</b> | 43.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.   |
| <b>44. Notification of Award</b>                                 | 44.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.  |
|  | 44.2 | At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing. |
|  | 44.3 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.  |

- 45. Signing of Contract**
- 45.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.
- 45.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 46. Performance Security**
- 46.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section 2: Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is: <b>002/20/Proc-I</b>
<b>ITB 1.1</b>	The Purchaser is: <b>National Disaster Risk Management Fund</b>
<b>ITB 1.1</b>	The name of the National competitive bidding (NCB) is: <b>Procurement, Supply and Installation of IT Hardware &amp; Software Including Goods and Related Services</b> The identification number of the NCB is: <b>002/20/Proc-I</b>
<b>ITB 2.1</b>	The Borrower is: <b>Islamic Republic of Pakistan</b>
<b>ITB 2.1</b>	The name of the Project is <b>“National Disaster Risk Management Fund Project”</b>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Purchaser’s address is: Attention: <b>Manager (Procurement)</b> Street address: <b>EOBI Building, G-10/4, Islamabad</b> Floor/Room number: <b>5<sup>th</sup> Floor</b> City: <b>Islamabad</b> ZIP code: <b>44000</b> Country: <b>Pakistan</b> Telephone: <b>009251-9108300/415</b> Fax: <b>009251-9108377</b> E-mail: <b>muhammad.asif@ndrmf.pk</b> Web page: <b>www.ndrmf.pk</b>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: English
<b>ITB 11.2 (i)</b>	The Bidder shall submit with its Technical Bid the following additional documents: <ul style="list-style-type: none"> <li><b>i. Company/Firm’s Profile detailing incorporation date, area of expertise and major assignments alongwith organizational structure</b></li> <li><b>ii. Firm’s Registration under any of the following Legal Regimes, along with the Certificate of Incorporation:-</b> <ul style="list-style-type: none"> <li><b>a- Companies Ordinance 1984 or Companies Act 2017</b></li> <li><b>b- Registrar of Firms</b></li> <li><b>c- Securities &amp; Exchange Commission of Pakistan (SECP)</b></li> <li><b>d- Any other Legal Regime</b></li> </ul> </li> <li><b>iii. Certificates for registration with relevant Income &amp; Sales Tax Authorities – International Bidders shall submit the Tax registration as per their respective Country’s Laws</b></li> <li><b>iv. Documentary Evidence that the firm/JV Partners are an Active Tax Payer of Income and Sale Taxes- International Bidders shall submit the Tax registration as per their respective Country’s Laws</b></li> <li><b>v. An Affidavit on judicial stamp paper that bidder is not Blacklisted by any Public Sector Organization and, or ADB</b></li> </ul>

	<p>vi. Copies of “Contract Agreements”, alongwith “Completion Certificates” (if already completed) duly signed and stamped by the issuing authority/person, from all the Clients in respect of specific experience of the firm which the firm shall quote in their Technical Bid, related to the assignment for last five years.</p> <p>vii. Provide complete technical literature, including but not limited to, specifications of quoted Solution/equipment, brochure, technical handbooks, operation manuals, safety manuals, maintenance requirements, brochures etc. against all items specified under Section-6 of the Bidding Documents.</p> <p><b>Note:-</b> All the requirements associated with local public sector entities, agencies, authorities etc. shall be applicable to national bidders. All such requirements will be applicable to other bidder, if and when, applicable as per the local laws.</p>
<b>ITB 11.3 (c)</b>	The Bidder shall submit with its Price Bid the following additional documents: Documentary proof - <b>Not Applicable</b>
<b>ITB 12.2</b>	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative Bids <b>shall not</b> be permitted
<b>ITB 14.5</b>	The Incoterms edition is: 2020
<b>ITB 14.7</b>	The prices quoted by the Bidder shall not be adjustable.
<b>ITB 14.8</b>	A bidder shall bid for the “Project” as defined technical specification Section - 6 for the entire (100%) items/quantity of each Deliverable.
<b>ITB 15.1</b>	Bidders are allowed to quote the prices in USD whereas the payment will be made in Pak Rupees at the exchange rate applicable on the date of the invoice submitted by the Supplier.
<b>ITB 19.2</b>	The Bidder shall include with its bid the Manufacturer’s Authorization for items specified under Section-6 of the Bidding Documents.The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor, or reseller of the items specified under Section-6 of the Bidding Documents.
<b>ITB 19.3</b>	The Bidder is required to include with its bid, evidence that it will be represented by a duly AuthorizedAgent in the Purchaser’s country.
<b>ITB 20.1</b>	The bid validity period shall be <b>90 days</b> .
<b>ITB 21.1</b>	The Bidder shall furnish a <b>Bid-Securing Declaration</b> .
<b>ITB 21.2</b>	The ineligibility period will be <b>one (01) year</b>

<b>ITB 21.4</b>	Subject to the succeeding sentences, any bid not accompanied by Bid-Securing Declaration shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a Bid-Securing Declaration that (i) deviates in form, content, and/or period of validity or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant Bid-Securing Declaration within 03 days of receiving such a request. Failure to provide a compliant Bid-Securing Declaration within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 22.1</b>	In addition to the original Bid, the number of copies is: <b>three (03)</b>
<b>ITB 22.2</b>	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:  An organization document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with <b>ITB 16.1(b)</b> .
<b>ITB 22.2</b>	The Bidder shall submit an acceptable authorization within 143 days.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	Bidders shall submit their Bids by mail, courier or by hand. Bidders DO NOT have the option of submitting their bids Electronically.
<b>ITB 23.1(b)</b>	Electronic bidding submission procedures shall be: <b>Not Applicable</b>
<b>ITB 23.2 (c)</b>	"The identification of this bidding process is: "002/20/Proc-I"
<b>ITB 24.1</b>	For <b>bid submission purposes</b> only, the Purchaser's address is:  Attention: <b>Manager (Procurement)</b> Street address: <b>EOBI Building, G-10/4, Islamabad</b> Floor/Room number: <b>5<sup>th</sup> Floor</b> City: <b>Islamabad</b> ZIP code: <b>44000</b> Country: <b>Pakistan</b> Telephone: <b>009251-9108300/415</b> Fax: <b>009251-9108377</b> E-mail: <b>muhammad.asif@ndrmf.pk</b> Web page: <a href="http://www.ndrmf.pk">www.ndrmf.pk</a>
<b>ITB 24.1</b>	<b>The deadline for bid submission is:</b> Date: <b>13<sup>th</sup> October, 2023</b> Time:- <b>1100 hours</b>

ITB 27.1	<p><b>The technical bid opening shall take place at:</b>  Street address: <b>NDRMF's Office, 5<sup>th</sup> Floor, EOBI Building, G-10/4</b>  Floor/Room number: <b>5<sup>th</sup> Floor</b>  City: <b>Islamabad</b>  Country: <b>Pakistan</b>  Date: <b>13<sup>th</sup> October, 2023</b>  Time: <b>1100 hours</b></p>
ITB 27.1	The electronic bid opening procedure <b>shall not be permitted</b>
ITB 27.6	The Technical Bid Submission Sheet shall be initialed by <b>All the representatives</b> of the Purchaser (Members of Designated Committee) attending Technical Bid opening.
ITB 27.11	The Price Bid Submission Sheet and Price Schedules shall be initialed by <b>All the representatives</b> of the Purchaser (Members of Designated Committee) attending Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
ITB 34.2	Not Applicable
ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>PAK RUPEES</b></p> <p>The source of the selling exchange rate shall be: <b><u>As published by State Bank of Pakistan.</u></b></p> <p>The date for the selling exchange rate shall be: <b><u>Twenty Eight (28) days prior to the deadline for submission of the bid</u></b>".</p>
ITB 38.1	Margin of preference shall not apply.
<b>F. Award of Contract</b>	
ITB 43.1	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>

# Section 3 - Evaluation and Qualification Criteria

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## 1. Technical Evaluation

### 1.1 Technical Criteria

“The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.”

### 2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser **on a pass-fail basis**. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries, or affiliates that must satisfy these criteria.

### Specific Requirements for the Criteria

#### 2.1 Eligibility and Pending Litigation

##### 2.1.1 Eligibility

Criteria	Compliance Requirements			Documents
	Single Entity	Joint Venture		Submission Requirements
All Partners Combined		Each Partner	One Partner	

##### 2.1.1.1 Nationality

Criteria	Single Entity	All Partners Combined	Each Partner	One Partner	Documents
Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2

##### 2.1.1.2 Conflict of Interest

Criteria	Single Entity	All Partners Combined	Each Partner	One Partner	Documents
No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet

##### 2.1.1.3 ADB Eligibility

Criteria	Single Entity	All Partners Combined	Each Partner	One Partner	Documents
Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet

#### 2.1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
--	-----------------------	-----------------------	-----------------------	----------------	---

#### 2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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#### 2.1.1.6 Firms' Registration Status and Registration with relevant Tax Authorities (Income & Sales tax For National Bidders Only\*)

Firms Registration and Registration with Income & Sales Tax Authorities as per Taxation Laws of Pakistan and Active Taxpayer	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet- Tax Registration Certificates and ATL status
--	-----------------------	-----------------------	-----------------------	----------------	--

#### 2.1.1.7 Blacklisting Status

An Affidavit on judicial stamp paper that bidder is not Blacklisted by any Public Sector Organization	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet- Affidavit
---	-----------------------	-----------------------	-----------------------	----------------	---------------------------------

## 2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall apply

### 2.1.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, initiated against Bidder if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

## 2.2 Experience and Technical Capacity

### 2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last three (03) Years, of at least Two (02) contracts each valued at Rs. 200 Million with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 1 Alongwith documentary Proof in shape of Completion Certificates

### 2.2.2 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that the goods offered have been in production for at least two (02) years, and been sold a minimum of One (01) unit of similar type and specification over the last Two (02) years; been in operation for a minimum of Two (02) years.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 2 alongwith documentary proof in shape of Contracts, details of Clients, Completion Certificates

### 2.2.3 Production Capacity

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder or manufacturer shall demonstrate <sup>a</sup> that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 3

**- Note -**

<sup>a</sup> Bidder or Manufacturer shall provide evidence of production output.

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements, for the years 2022, 2021, and 2020 (or the latest three (03) years) last to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

### 2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of Rs. 450 Million calculated as total payments received by the Bidder for contracts completed or under execution over the last three (03) years.	must meet requirement	must meet requirement	must meet _____ of the requirement	must meet _____ of the requirement	Form FIN - 2

# Section 4 - Bidding Forms

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## Technical Bid Submission Sheet

**-- Note --**

*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

Date: \_\_\_\_\_  
 National Competitive Bidding (NCB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:  
 . . . *[insert a brief description of the goods and related services]* . . .
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . . *[insert validity period as specified in ITB 20.1 of the BDS]* . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>2</sup>
  
- (i) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

---

<sup>2</sup> Use one of the two options as appropriate.

## Price Bid Submission Sheet

### **-- Note --**

*The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

Date: \_\_\_\_\_  
 National Competitive Bidding (NCB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:  
 . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the price schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: . . . . *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]* . . . .

Methodology of Application of the Discounts: The discounts shall be applied using the following method: . . . . *[specify in detail the method that shall be used to apply the discounts]* . . . .

- (e) Our bid shall be valid for a period of . . . . *[insert validity period as specified in ITB 20.1 of the BDS]* . . . . days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of . . . . *[specify a figure between 5% and 10%, which should be consistent with that of SCC 18.1]* . . . . percent of the Contract Price for the due performance of the Contract.

(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:<sup>3</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

<sup>3</sup> If none has been paid or is to be paid, indicate "None."

## Price Schedule for Goods to Be Offered from Within the Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
<b>Total Amount</b>								

**Notes:**

Column 4: In accordance with margin of preference ITB 38, if applicable.  
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14  
Currency in accordance with ITB 15  
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...)	Unit Price FOB (...) or FCA (...)	Total Price CIF or CIP per Item	Total Price FOB or FCA per Item
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
<b>Total Amount</b>							

**Notes:**  
 Columns 5 and 6: Incoterm in accordance with ITB 14  
 Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



## Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
<b>Total Amount</b>							

**Notes:**

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

### Tables of Adjustment Data

To be entered by the bidder

**Table A - Local Currency**

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	---	---	---	a: <i>(by purchaser)</i> b: _____ c: _____ d: _____ e: _____
<b>Total</b>					<b>1.00</b>

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_

*Insert name of currency. If the bidder wishes to quote in more than one foreign currency, but in no case more than three, this table should be repeated for each foreign currency.*

To be entered by the bidder

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	---	---	---		a: <i>(by purchaser)</i> b: _____ c: _____ d: _____ e: _____
<b>Total</b>						<b>1.00</b>

**- Note -**

*The base date shall be the date 28 days prior to the deadline for submission of the bid.*

*Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.7.*

To be entered by the bidder

# Bid Security- Not Applicable Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*<sup>4</sup>

**Beneficiary:** *[insert name and address of the purchaser]*

**Date:** *[insert date (as day, month, and year)]*

**Bid Security No.:** *[insert number]*

We have been informed that . . . . . *[insert name of the bidder]* . . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . *[insert date (as day, month, and year)]* . . . . . (hereinafter called "the Bid") for the execution of . . . . . *[insert name of contract]* . . . . . under Invitation for Bids No. . . . . *[insert IFB number]* . . . . . ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.<sup>5</sup>

. . . . . *Authorized signature(s) and bank's seal (where appropriate)* . . . . .

**- Note -**

<sup>4</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.

<sup>5</sup> Or 758 as applicable.

*In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.*

## Bid-Securing Declaration

Date: *[insert date (as day, month, and year)]*

NCB No.: *[insert number of bidding process]*

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

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of . . . . *[insert number of years indicated in ITB 21.2 of the BDS]* . . . . starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB")
- (c) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder, or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal *(where appropriate)*

**-- Note --**

*All italicized text is for use in preparing this form and shall be deleted from the final document.*

*In case of a joint venture, the Bid-Securing Declaration must be in the name of all partners to the joint venture that submits the bid.*

## Manufacturer's Authorization

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

NCB No.: ..... *[insert number of bidding process]* .....

To: ..... *[insert complete name of the purchaser]* .....

### WHEREAS

We ..... *[insert complete name of the manufacturer]* ....., who are official manufacturers of ..... *[insert type of goods manufactured]* ....., having factories at ..... *[insert full address of manufacturer's factories]* ....., do hereby authorize ..... *[insert complete name of the bidder]* ..... to submit a bid the purpose of which is to provide the following goods, manufactured by us ..... *[insert name and/or brief description of the goods]* ....., and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

### **-- Note --**

*All italicized text is for use in preparing this form and shall be deleted from the final document.  
The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).*

## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of a Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p> <p><input type="checkbox"/> 5. Firms' Registration Status and Registration with relevant Tax Authorities</p> <p><input type="checkbox"/> 6. An Affidavit on judicial stamp paper that bidder is not Blacklisted by any Public Sector Organization</p> <p><input type="checkbox"/> Certificate of Firm's Incorporation</p>	



**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately.

<b>Joint Venture Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's legal name</b>	
<b>Joint Venture Partner's country of constitution</b>	
<b>Joint Venture Partner's year of constitution</b>	
<b>Joint Venture Partner's legal address in country of constitution</b>	
<b>Joint Venture Partner's authorized representative information</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</p> <p><input type="checkbox"/> <i>Firms' Registration Status and Registration with relevant Tax Authorities</i></p> <p><input type="checkbox"/> 6. <i>An Affidavit on judicial stamp paper that bidder is not Blacklisted by any Public Sector Organization</i></p> <p><input type="checkbox"/> <i>Certificate of Firm's Incorporation</i></p>	

**Form LIT – 1: Pending Litigation and Arbitration**

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name below:

Joint Venture Partner: \_\_\_\_\_

Pending Litigation and Arbitration			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in Rs. Equivalent	Value of Pending Claim as a Percentage of Net Worth

**- Note -**

*This form shall only be included if Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

Contractual Experience		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	Rs.	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
	Purchaser's name Address Telephone/Fax Number E-mail	
Description of the Similarity in Accordance with Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria)		

**- Note -**

*This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 2: Technical Experience**

Fill out one (1) form per contract.

Technical Experience	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
Requirements in Accordance with Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria)	
<p>The goods offered have been in production for at least two (02) years, and been sold a minimum of One (01) unit of similar type and specification over the last Two (02) years; been in operation for a minimum of Two (02) years.</p>	

**- Note -**

*This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

**Form EXP - 3: Production Capacity**

Fill out one (1) form per product and manufacturer.

Production Capacity	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
Requirements in Accordance with Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria)	
<b>Production facility 1 (include location):</b>	
<b>Production facility 2 (include location):</b>	
<b>Production facility 3 (include location):</b>	

**- Note -**

*This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous ____ Years [Rs.]		
Year 1:	Year 2:	Year ____:

**Information from Balance Sheet**

<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>Net Worth = TA-TL</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			
<b>Working Capital = CA - CL</b>			

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.
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**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last \_\_\_\_ years, as indicated above, complying with the following conditions:
- 1) Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - 2) Historical financial statements must be audited by a certified accountant.
  - 3) Historical financial statements must be complete, including all notes to the financial statements.
  - 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**- Note -**

*This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: \_\_\_\_\_

<b>Annual Turnover Data for the Last . . . Years</b>	
Year	Amount Currency (Rs.)

**Average Annual Turnover**

**- Note -**  
*This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 3: Cash Flow Capacity**

Specify proposed sources of financing, such as working capital, liquid assets,<sup>6</sup> lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (Rs )</b>
1		
2		
3		

**- Note -**

*This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

<sup>6</sup> Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.



## Section 5: Eligible Countries

This Section contains the list of following eligible countries:-

- |                                      |   |
|--------------------------------------|---|
| 1. Afghanistan                       | 35. Micronesia, Federal States of       |
| 2. Armenia                           | 36. Mongolia                            |
| 3. Australia                         | 37. Myanmar                             |
| 4. Austria                           | 38. Nauru, Republic of                  |
| 5. Azerbaijan                        | 39. Nepal                               |
| 6. Bangladesh                        | 40. Netherlands                         |
| 7. Belgium                           | 41. New Zealand                         |
| 8. Bhutan                            | 42. Niue                                |
| 9. Brunei Darussalam                 | 43. Norway                              |
| 10. Cambodia                         | 44. Pakistan                            |
| 11. Canada                           | 45. Palau, Republic of                  |
| 12. China, People's Republic of      | 46. Papua New Guinea                    |
| 13. Cook Islands                     | 47. Philippines                         |
| 14. Denmark                          | 48. Portugal                            |
| 15. Fiji Islands, Republic of        | 49. Samoa                               |
| 16. Finland                          | 50. Singapore                           |
| 17. France                           | 51. Solomon Islands                     |
| 18. Georgia                          | 52. Spain                               |
| 19. Germany                          | 53. Sri Lanka                           |
| 20. Hong Kong, China                 | 54. Sweden                              |
| 21. India                            | 55. Switzerland                         |
| 22. Indonesia                        | 56. Tajikistan                          |
| 23. Ireland                          | 57. Taipei, China                       |
| 24. Italy                            | 58. Thailand                            |
| 25. Japan                            | 59. Timor-Leste, Democratic Republic of |
| 26. Kazakhstan                       | 60. Tonga                               |
| 27. Kiribati                         | 61. Turkey                              |
| 28. Korea, Republic of               | 62. Turkmenistan                        |
| 29. Kyrgyz, Republic of              | 63. Tuvalu                              |
| 30. Lao People's Democratic Republic | 64. United Kingdom                      |
| 31. Luxembourg                       | 65. United States of America            |
| 32. Malaysia                         | 66. Uzbekistan                          |
| 33. Maldives                         | 67. Vanuatu                             |
| 34. Marshall Islands                 | 68. Viet Nam                            |

**Note: The list of current member countries is also available at <http://www.adb.org/about/members>**

# Section 6: Schedule of Supply

## Contents

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## **Delivery and Completion Schedule**

### **Delivery Time:-**

The Complete solution & equipment must be delivered/installed/commissioned within **Three (03) Months** from the date of Signing of the Contract.

### **Location: -**

**Primary Site:** National University of Sciences & Technology (NUST) Islamabad

**DR Site:** National Disaster Risk Management Fund (NDRMF) office, EOBI Building 5<sup>th</sup> Floor  
G-10/4, Islamabad

# Technical Specifications

## Technical Specifications equivalent or higher

### 1. Computing Power:

Compute Nodes		Quantity
Compute Node (PR+DR)	<b>Compute Node should be SAP Certified</b>	(3x Main Site + 3x DR Site)06
	2U, Rack Mount	
	Dual Intel Xeon Gold 4th Gen processor with 24C/48T with 45M Cache	
	Trusted Platform Module 2.0	
	2.5" Chassis with up to 28 HDDs with dual CPU support	
	512 GB Memory, RDIMM 3200MT/s, Dual Rank. At least 50% of Memory slots must be available for the future	
	BOSS controller card + with 2 M.2 960GB HotPlug (RAID 1) 2x 1.6TB SSD SAS Mix Use 12Gbps 512 2.5in Flex Bay Drive, 3 DWPD for Cache 10x 3.84TB SSD RI 6Gbps 512 2.5in Hot-plug Drive	
	Network Ports:	
	2x 1G Base-T Ports with 5M Cables	
	4x 10G SFP+ Ports with Transivers & 5M Cables	
	Security Bezel	
	Power Supply: Hot-plug, Redundant Power Supply (1+1) with power cords, mini PS should be 2400W or higher	
	GPU Enablement Kit with power should be installed at Compute Nodes	
	Compatible Power Cords, Sliding Rails with CMA, and other standard accessories	
	Vmware vsphere enterprise plus and VMware vRealize Log Insight with 3years Prosupport SnS.	
	Vmware vCenter Standard with 3years (Total Qty 02 for whole solution)	
	Vmware vSAN Advance with 3 years with Prosupport SnS	
	3 years 24*7 missional critical support with 4 hours	
<ul style="list-style-type: none"> <li>• Solution must be jointly engineered with VMware for a unified extension of VMware environment</li> <li>• Solution must support preloaded factory installed hypervisor in order to minimize launch times.</li> <li>• Software Defined Storage Capabilities should be embedded in Hypervisor Kernel with Advance level licenses.</li> <li>• Solution should provide point in Time Replication (CDP) for VM.</li> <li>• Solution should support external Storage.</li> <li>• Solution should support Asymmetrically scale of compute independent of storage.</li> <li>• Solution must seamlessly integrate into VMware software experience, including the vSphere ecosystem of supported configurations, partner solutions, and reference architectures. As such, it must be designed to integrate into the VMware ecosystem and utilize the M&amp;O tools of which VMware administrators are already familiar.</li> <li>• Solution Must Support Data at Rest encryption natively for data security.</li> <li>• Solution must include Artificial intelligent base best practices support without any extra cost.</li> <li>• Solution must provide quality of service (QoS) on a per-VM (Object) basis, meaning IOPS threshold limits can be set as a part of the VM level policies that can be dynamically changed.</li> <li>• Solution must support storage-based policy management per VM (object basis)</li> <li>• Manufacturer should be present in country with Local Spare depots and Local sales, presales and Post Sale Support. (Letter from OEM)</li> </ul>		

	<ul style="list-style-type: none"> <li>OEM should be responsible for the deployment and onward support.</li> </ul> <p><b>Training:</b></p> <ul style="list-style-type: none"> <li>Product Administration OEM ILT online/classroom Training for 2x persons</li> <li>VMware VCP-DCV official training with exam voucher for 2x persons</li> <li>VMware optimize and scale official training with exam voucher 2x persons</li> </ul>	
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**2. Workstation & Desktop:**

<b>Workstation</b>	Windows 11 Pro licensed for Workstations (6 cores plus) with the latest Microsoft Office license or equivalent	4
	Intel® Xeon® Gold 6234 (24.75 MB cache, 8 cores, 16 threads, 3.30 GHz to 4.00 GHz Turbo) or equivalent	
	32 GB, 4 x 8 GB, DDR4, 2933 MHz, ECC	
	Rack Chassis CL	
	SATA HDD/SSD Drives (2 Integrated Intel SATA Controllers)	
	960 GB, 2.5-inch, SATA, SSD, AG-Enterprise Class	
	2 TB, 7200 RPM, 3.5-inch, SATA, HDD	
	NVIDIA® T1000, 8 GB GDDR6, 4 mDP to DP adapters	
	Quad Port Network adaptor Card (2x10GbE, 2x1Gbit)	
	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W with Power Cord	
	2x Integrated Intel 4 port SATA controllers (8 ports @ 6.0Gbps) SW RAID 0,1,5,10 (on 4 ports only)	
	Independent remote management through graphical user interfaces	
	Multi-Device Wireless Keyboard, Mouse, and 27" Monitor	
	Precision Optimizer with AI	
	Bezel	
Trusted Platform Module 2.0		
3 years 24*7*NBD support + Warranty Workstation should be as the same Brand as compute node. OEM Should have local presence with sale, presales and postsales team. OEM should have spare parts available at Lahore/Karachi/Islamabad.		
<b>Desktop</b>		3
	12th Gen Intel® Core™ i7-12700 (25 MB cache, 12 cores, 20 threads, 2.10 GHz to 4.90 GHz Turbo, 65 W) (Equivalent or Higher)	
	16 GB (2x 8 GB), DDR5 Memory (Equivalent or Higher)	
	512 GB, M.2 2230, PCIe NVMe, SSD, Class 35 (Equivalent or Higher)	
	AMD Radeon™ RX 640, 4 GB GDDR5 (Equivalent or Higher)	
	260 W internal power supply unit (PSU) (Equivalent or Higher)	
	WiFi-6, Bluetooth 5.2 Wireless Card with Internal Antenna (Equivalent or Higher)	
	USB Keyboard, Mouse, and 27" Monitor	
	Windows 11 Pro	
	Microsoft Office Home and Business 2021 + Adobe Acrobat Standard 2020 (Equivalent or Higher)	
	3 years 24*7*NBD support + Warranty Desktop should be as the same Brand as Workstation. OEM Should have local presence with sale, presales and postsales team.	

OEM should have spare parts available at Lahore/Karachi/Islamabad.	
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### 3. Virtual Tape Library

Virtual Tape Library		01
	VTL and Backup software should be SAP Certified and should be of the same brand as compute node.	
<b>Architecture</b>	Purpose built disk-based backup appliance with native capability of data deduplication.	
<b>Capacity</b>	24TB usable capacity (post-RAID capacity ignoring dedupe factor)	
<b>Scalability</b>	Should provide data in place upgrade and scalability to 150TB proposed post-RAID capacity and can use object storage as external tier for long term retention.	
<b>Protection and Fault Tolerance</b>	Must have robust FT and self healing mechanism. E.g. RAID with hotspare, end-to-end verification without performance degradation, NVRAM, snapshots to protect against physical and logical failures. System should be able to survive double disk failure.	
<b>Cleanup/Housekeeping</b>	System should have seamless self-maintenance and housekeeping mechanism (e.g. cleanup, garbage collection) without affecting routine backup/recovery and replication operations.	
<b>Deduplication Technology</b>	Solution should offer In-line variable length deduplication. Solution must also support source side deduplication and any required deduplication license(s) must be included for target and source-side deduplication.	
<b>Connectivity</b>	Should have 10G/1GbE, 2x 10G SFP+, and 2x 16G FC interfaces. Should support 25GbE as well. Must support IPv4 and IPv6 both.	
<b>Protocols</b>	Should support multiple backup protocols (NFS, CIFS and any other recommended proprietary protocol) simultaneously. All protocol licenses must be included.	
<b>Throughput</b>	Can handle 25TB/hr or more throughput using the proposed protocol(s)	
<b>Backup Software Support</b>	Should support integration with industry leading backup softwares and native utilities (Netbackup, CommVault, TSM/Spectrum Protect, Networker, Avamar, Veeam etc. and native utilities like Oracle RMAN, BR*Tools, MSSQL backup) with and without source side deduplication	
<b>Platforms Compatibility</b>	Should support integration with open systems, and any other specialized platforms.	
<b>Security and Encryption</b>	Should support strong encryption of data-at-rest/in replication. Required license should be included. Solution must meet compliance standards for data, including SEC 17a-4. Solution must support secure-multi-tenancy. Should also support locking the data from deletion and forging to make it immutable.	
<b>Replication</b>	Network optimized replication with capability of bandwidth throttling. Solution must support 1:1, many:1, 1:many, and cascaded replication. Required replication license(s) should be included for entire capacity. Solution should support immediate replication of backups to maximize DR readiness and minimize lag between production and DR.	
<b>Call Home Support</b>	Appliance must have Call Home capability (system should generate an alert to the principal support to log a case in case of any critical error)	
<b>Warranty/Support</b>	3 year comprehensive direct local on-site support from manufacturer with spare parts. Please enclose proposed support level details. OEM should be responsible for the deployment and onward support.	
<b>Industry Rating</b>	Should be leading in backup appliance market space.	
<b>Training</b>	VTL + backup software Administration OEM classroom Training for 2x persons	

<b>(Backup Software)</b>	
<b>License</b>	3TB front-end capacity license is required and should include DR entitlement for the same
<b>Features and clients</b>	Licensing should include entitlement of all software features and unlimited number of backup servers and clients.
<b>OS/Platform Support</b>	Must support physical and virtual servers backups. Vmware, Windows, AIX, Red Hat Linux, Solaris, and NAS backup.
<b>Applications and DB Integration</b>	Should support application consistent backups of all major DBs and Apps including Oracle, MS SQL, Microsoft Exchange, DB2, SAP with granular recovery. Should also provide; - Integration with Oracle/RMAN including support for backups rollover from FRA is highly desired. - Block level backups of Microsoft Exchange and Hyper-V with consistency
<b>Mobility</b>	Can move backups from one target to another e.g. from disk to disk and external tier (e.g. object storage or tape-out), and improves time-to-DR
<b>Replication</b>	Continuous protection/continuous replication with any point-in-time recovery capability for VMs.
<b>Efficiency</b>	Must support both source and target based deduplication to meet specific workload demands. - Synthetic/Virtual Synthetic backups, direct backup data from client to backup storage without a mid hop, Immediate replication, Dense filesystem backups, Passive node backups in cluster configurations, LAN-Free backups. - Flexible and scalable image level backups with CBT for backup and recovery. Guest level backup/recovery for application consistency.
<b>Scalability</b>	Proposed solution must be able handle growth and large scale for hundreds of clients under a single control server, and should be flexible to quickly add/remove roles and instances to meet demands.
<b>Management and Monitoring</b>	Should have simple to define and use workflows for automation of data protection. - Can be readily deployed as a pre-configured virtual appliance as well as an installable physical/virtual server. - Should have intuitive user interface for managing and monitoring backup environment. - Advance/comprehensive monitoring and reporting capability is desirable with score cards and end-to-end visibility of environment and recoverability.
<b>Self protection</b>	Must have a defined mechanism to recover backup server/nodes from failure
<b>Support</b>	3 year, 24x7 comprehensive direct manufacturer Support OEM should be responsible for the deployment and onward support.
<b>Industry Rating</b>	Should be leading in backup software market space.

**4. Network & Security:**

Item	Item Description	QTY
Web & Internet Security	• The proposed firewall must have at least below:	<b>3</b>
	1 x Console port	

6 x Gigabit Ethernet copper ports
2x 10-Gigabit Ethernet fiber ports
Must Be Listed in 2021 Gartner Magic Quadrant for Next Generation Firewall Must Be Listed in 2021 ICSA Labs Certified Next Generation Firewall Must Be Listed in 2021 Cyber Ratings for Enterprise Firewall
• Must Support and quote Hot Swappable Redundant Power Supplies
• RAM 8GB Or Higher
• The firewall must have at least 2 expansion slots
• The firewall throughput should be at least 20 Gbps or higher
• The Next Generation Firewall throughput should be at least 8 Gbps or Higher
• The maximum number of concurrent sessions should be at least 2.5 Million or Higher
• The number of new connections per second should be at least 110K or Higher
• The proposed solution must include 1 x 128GB SSD for storage
• Must Support IPS signature over 9000+ entries on premise admin able to customized IPS signature, search based in CVEID, Vulnerability Name and threat level.
• Must Support Real-Time Vulnerability Scanner
• Must support a dedicated account protection module to identify the abnormal usage of user accounts and support detection of weak password, brute-force attack.
<b>General Specification:</b>
• Should support Active/active and active/standby stateful failover, IKE state synchronization in IPsec VPN
• Should support configuration management at the CLI, Remote management through Web, Device management through NMS & SNMP
•Must Include Intrusion Prevention System (IPS), Anti-Virus & Anti-Malware, Email Security Protection, Cloud-Based Security Sandbox, Web Filtering, Anti-Brute force attack Application Control, Bandwidth Management
• Must Include AI-Based Machine Learning Threat Detection, IP Geolocation, Data Leak Prevention, Brute Force Protection, HTTP Header Security, Custom Error Message, Error Code Handling and Local Report Center
• Must Include Application Attack Protection, OWASP Top 10 Protection, Cross Site Scripting, SQL Injection, Cross Site Request Forgery, Session Hijacking, Built-in Vulnerability Scanner, File Upload Scanning with Anti-Virus and Cloud-Based Sandbox
• WAF Solution must be supported by Firewall
The proposed product shall support IPsec based Remote Access VPNs.
• Firewall Must consist of 30 SSL VPN Licenses
• Bidder must quote End Point Detection and Response (EDR) for 50 end points and 10 servers.
• Must Support Integration with Quoted NGFW Solution.
• Must Support Centralized Endpoint Installation Via Active Directory
• Must Quote 60 Security Endpoint for PC/Workstation/Linux/Mac/Servers
• Must Support Ransomware File Protection
• Must Provide Protection against Brute Force attack for SMB, RDP session.
• Must Supports Endpoint CPU restriction to make scanning more lightweight.
• Must Support USB Security Control for Unauthorized USB Devices
• Must Include Cloud-Sandbox Capability for Realtime Security Detection
• Must Support Deep Learning / Artificial Intelligence Malware Detection
• Must Quote 3 Years Software Upgrade & 24x7 Technical Support
• Quoted EDR must be preferrably of same OEM as of firewall for full integration and operation



	<ul style="list-style-type: none"> <li>• EDR must be integratable with quoted firewall for next generation Security operations</li> </ul>	
	<p><b>Warranty Services &amp; Local OEM Presence:</b></p>	
	<ul style="list-style-type: none"> <li>• Must Quote 3 Years Software Upgrade &amp; OEM 24x7 Technical Support.</li> <li>• Must Quote 3 Years NBD Hardware Warranty Service</li> <li>• Must Provide OEM Manufacturer Authorization Letter.</li> <li>• Quoting vendor should have certified engineers and a Solution Architect.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Must Have Minimum 160Mbps Live Throughput (All Features Enabled)</li> <li>• Must Have Minimum 60,000 Concurrent Users</li> <li>• Must Have Minimum 128GB SSD Storage Capacity</li> <li>• Must Have Minimum 4 x 1G Ethernet Interface</li> <li>• Must have (Bypass) Copper 1 Pair</li> <li>• Must have extended slot x 1 (For Future Expansion)</li> <li>• Must Quote 3 Years Traffic Control Features Subscription License</li> <li>• Must Quote 3 Years Software Subscription &amp; 24x7 Technical Support</li> <li>• Must Quote 3 Years Hardware Warranty Service</li> <li>• Must Quote Onsite Configuration &amp; Installation</li> </ul>	
	<ul style="list-style-type: none"> <li>• Must Have User Identification Base on IP Address, MAC Address, Hostname</li> <li>• Must Have User Binding Base on IP Address and MAC Address</li> <li>• Must Have Identification of Endpoint such as Mobile, PC and etc.</li> <li>• Must Have SMS Authentication, Captive Portal and etc.</li> <li>• Must Have Captive Portal Integration with Microsoft Active Directory</li> <li>• Must Have Customizable Captive Portal HTML Page</li> <li>• Must Have URL Redirection After Captive Portal Authentication</li> <li>• Must Have Single Sign-On (SSO) Authentication Base on Active Directory, Radius, POP3 and other Database Servers</li> <li>• Must Have QR Code Authentication with Self-Registration Capability</li> <li>• Must Have More Than 6500+ Application Signatures</li> <li>• Must Have to Block HTTPS Application and HTTPS Traffic without Install SSL Certificate</li> <li>• Must Have to Display Warning Message for Blocked URL</li> <li>• Must Have Application Control Policy with Application Based, Service Based, User Based and Schedule Based Policy</li> <li>• Must Have Punishment Policy for User Internet Violation (Block Internet Access for Certain Period, Limit Bandwidth Speed for Certain Period and etc.)</li> <li>• Must Have Anti-Proxy Module Effectively Block Proxy Application / VPN Application such as TOR Browser, Browsec, Ultrasurf, FreeGate and etc.</li> <li>• Must have ICAP server integration</li> <li>• Must Have Quota Based Bandwidth Management (Daily and Monthly)</li> <li>• Must Have Limited Bandwidth Channel and Priority Bandwidth Channel</li> <li>• Must Have Dynamic Bandwidth Management</li> <li>• Must Have Per User Based Bandwidth Management</li> <li>• Must Have Bandwidth Management Policy with Application Based, Service Based, User Based and Schedule Based</li> <li>• Must have Proxy functions: HTTP/HTTPS Sockets 4/5, ICAP</li> </ul>	

	<ul style="list-style-type: none"> <li>• Must have HA support A/P, Hardware bypass</li> <li>• Must have Deployment mode with Route, Bridge, Double Bridge, Bypass, Single arm</li> <li>• Must Have Built-In Internal Report Center for Minimum 6 Months Logs</li> <li>• Must Have External Report Center Hardware OR Software for Longer Report Logs Storage</li> <li>• Must Have to Generate Overall Network Information such as Maximum Concurrent User, Maximum Bandwidth Utilization, Network Peak Hour and etc.</li> <li>• Must Have to Record User Traffic Logs with Details such as URL, Source IP Address, Destination IP Address, DNS Server, MAC Address, Source Port, Destination Port, Protocol, Timeline and etc.</li> <li>• Must Have to Generate Report with Different Timeline such as Yearly, Monthly, Weekly, Hourly, Minutely and Secondly</li> <li>• Must Have to Log Incoming Email and Outgoing Email with Sender Address, Recipient Address, Email Title, Send Time, Receive Time, Email Attachment and etc.</li> <li>• Must Have Big Data Report Analysis Capability such as Internet Addiction Risk Analysis, Electricity Waste Analysis and etc.</li> </ul>	

**5. Router**

Item	Router	
Routers	<ul style="list-style-type: none"> <li>• <b>Processor:</b> Proposed routers should have multi-core processors (Intel x86 CPU) for high-speed WAN Connections</li> <li>• <b>Ports:</b> Router should have minimum 4 x 1G WAN Ports and 2 x 10G SFP+ Ports with 10G SR transceivers</li> <li>• <b>Throughput:</b> Proposed router must support a throughput of 19 Gbps or higher. The proposed router should have 15 Gbps IPsec or higher throughput</li> <li>• <b>Expansion Slots:</b> Proposed router should have 2 Network Slots available for future expansion</li> <li>• <b>Flash Memory:</b> Must have an integrated on-board 8G flash</li> <li>• <b>Memory:</b> Proposed router should have at least an 8GB DRAM, with the option to upgrade up to 32GB</li> <li>• <b>Operating System:</b> The switch Operation System must be modular. The operating system should support hot and cold patching</li> <li>• <b>Serial Port:</b> RJ45</li> <li>• Management: CLI/GUI &amp; SSH v2</li> <li>• <b>Power:</b> The proposed router must support redundant power supplies of both types i.e. AC and DC</li> <li>• <b>Features:</b> <ul style="list-style-type: none"> <li>○ The proposed router should support advanced networking protocols such as L2TPv2, BFD, LLDP, ACL, ARP, DHCP, NAT, LACP, CoPP, PAT, FHRP and Performance Monitoring.</li> <li>○ AAA, TACACS+, Zone-Based Firewall, IPS, PKI, PAP, CHAP/</li> <li>○ MACSec Key Agreement Protocol, MACSec on LAN (128bit), MACSec on WAN (256bit).</li> <li>○ Must support IPsec VPN and GRE Tunnel.</li> <li>○ Must support PPPoE and L2TPv2.</li> </ul> </li> </ul>	3

	<ul style="list-style-type: none"> <li>○ Must support VRF.</li> <li>○ Must Support 802.1X, RADIUS integration, TACACS+</li> <li>• IP Routing: Router must have Layer 3 routing protocols including RIP, OSPF, IS-IS, BGP, IGRP</li> <li>• Security: The router should support security features such as Firewall, VPN etc. and any license required to run these features should be part of the proposal</li> <li>• QoS:             <ul style="list-style-type: none"> <li>○ CBWFQ</li> <li>○ Performance Routing</li> <li>○ WRED etc</li> </ul> </li> <li>• Management:             <ul style="list-style-type: none"> <li>○ SNMP (v1/v2/v3)</li> <li>○ RADIUS</li> <li>○ SSH</li> </ul> </li> <li>• Standards             <ul style="list-style-type: none"> <li>○ TIA-968-B</li> <li>○ CS-03</li> <li>○ ANSI T1.101</li> <li>○ ITU-T G.823, G.824</li> <li>○ IEEE 802.3</li> </ul> </li> <li>• Installation/ Configuration             <ul style="list-style-type: none"> <li>○ Installation, Configuration, and Integration with Existing Infrastructure will be responsibility of Vendor.</li> <li>○ Router must be of same OEM as of ToR switch to avoid support and interoperational issues.</li> </ul> </li> <li>• 03 Year NBD Service Agreement, 03-year Subscriptions License</li> <li>• Proposed Router MUST be in Gartner Magic Quadrant for WAN Edge or SD-WAN</li> <li>• Proposed Router must of Large Enterprise branch office grade.</li> <li>• Proposed router must support SDWAN feature for future use</li> <li>• Router must be of same OEM as ToR Switch and Access Switch to avoid interoperability and support issues.</li> <li>•</li> </ul>		
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**6. DC TOR Switches**

Item	DC TOR Switches		
<p><b>DC TOR Switches</b></p>	<ul style="list-style-type: none"> <li>• Switch must be equipped with 48x 1/10/25GE SFP+ ports and 6x100G QSFP28 ports having support of SDN</li> <li>• Switch must be declared as Data Center series in OEM literature and must support SDN feature.</li> <li>• Switch must be in Gartner Magic Quadrant for Data Center Switches</li> <li>• Redundant and hot-swappable AC power supplies and fan modules</li> <li>• Should support 3.6Tbps of switching capacity and 1.2Bpps packet forwarding capacity</li> <li>• Switch must have CPU of 6 Cores</li> <li>• Memory/Storage should be 24GB/128GB</li> <li>• Packet Buffers should be 40MB</li> </ul>	<p>4</p>	

	<ul style="list-style-type: none"> <li>• Should support AAA, SSH v2, SNMPv3, Port Security and RADIUS support</li> <li>• Layer 2 features: 802.1D MAC Bridges, 802.1s Multiple Spanning Tree Protocol, 802.1w Rapid Spanning Tree Protocol, 802.1AE MAC Security (Link-Layer cryptography), 802.3ad Link aggregation with LACP, 802.1Q VLAN Tagging, 802.1p Class-of-Service (CoS) Tagging for Ethernet frames</li> <li>• Layer 3 features: BGP, GRE, IS-IS, MSDP, OSPF, PBR, PIM, SSM, VRF, VXLAN BGP EVPN, SRv6, SR-MPLS and VRRP</li> <li>• 100G interfaces should support IEEE 802.1ae MACSEC for security</li> <li>• Switch must have 3 years NBD support and warranty</li> <li>• Quantity of transceivers must be: 28 x 10G SR transceivers, 20 x 1G RJ45 Transceivers and 4 x 40G DAC cable.</li> </ul>		
<b>Item Description</b>		<b>QTY</b>	
<b>7. Network Switches (PoE Access)</b>			
<b>Access Switches</b>	<ul style="list-style-type: none"> <li>• L2 access switches with 24 x 1G RJ45 ports and 4x10G SFP+ ports with 2 x 10G SR transceivers</li> <li>• Must be in Gartner Magic Quadrant for Wired and Wireless Networking MQ</li> <li>• Should support 128Gbps of switching capacity and 130Mpps packet forwarding capacity</li> <li>• Memory/Storage should be 2GB/4GB</li> <li>• Packet Buffers should be 6MB</li> <li>• Should support dedicated stacking port with 80Gbps stacking throughput</li> <li>• Should support AAA, SSH v2, SNMPv3, Port Security and RADIUS support</li> <li>• Layer 2 features: 802.1D MAC Bridges, 802.1s Multiple Spanning Tree Protocol, 802.1w Rapid Spanning Tree Protocol, 802.1AE MAC Security (Link-Layer cryptography), 802.3ad Link aggregation with LACP, 802.1Q VLAN Tagging, 802.1p Class-of-Service (CoS) Tagging for Ethernet frames</li> <li>• Proposed switch should scale to: <ul style="list-style-type: none"> <li>• 16K MAC Entries</li> <li>• Flows 1600</li> <li>• 1500 RPVST instances</li> <li>• 4096 VLANs</li> </ul> </li> <li>• Access Switch must be of same OEM as ToR Switch to avoid interoperability and support issues</li> </ul>	10	
<b>Item Description</b>		<b>QTY</b>	
<b>8. WLAN Controller</b>			
General	• Wireless LAN Controller to handle up to 100 Access Points and 2k+ Users with 10Gbps of max throughput	2	
Ethernet Interfaces	• 2 x SFP+ Loaded with 10G SR SFPs, 1 x SFP or Ethernet Based Redundancy Port. 1 x RJ45 OOB Port, 2 x USB Ports Or Higher		
Analytics	• Encrypted Traffic analytics Capability for identifying malware in encrypted traffic coming from the access layer		
Application Recognition & Visibility	• Must have advanced application classification techniques with predefined and well known application signatures		
Wireless Standards	• EEE 802.11a, 802.11b, 802.11g, 802.11d, WMM/802.11e, 802.11h, 802.11n, 802.11k, 802.11r, 802.11u, 802.11w, 802.11ac Wave1 and Wave2, 802.11ax or Higher		

Wired, switching, and routing standards	<ul style="list-style-type: none"> <li>• IEEE 802.3 10BASE-T, IEEE 802.3u 100BASE-TX, 1000BASE-T. 1000BASE-SX, 1000-BASE-LH, IEEE 802.1Q VLAN tagging, 802.1AX Link Aggregation, VXLAN or higher</li> </ul>	
Requirement	<ul style="list-style-type: none"> <li>• The proposed OEM should be in Gartner's Quadrant for wired and wireless Infrastructure</li> <li>• Wireless Controller must be of same OEM as ToR Switch and Access Switch to avoid interoperability and support issues.</li> </ul>	
Warranty and Services	<ul style="list-style-type: none"> <li>• 03 Year NBD Service Agreement, 03-year Subscriptions License</li> </ul>	
<b>Item Description</b>		<b>QTY</b>
<b>9. Wireless Access Points</b>		
General	<ul style="list-style-type: none"> <li>• Next Generation Access Point with integrated antennas and WIFI 6 supported.</li> <li>• Must support 2x2 MU-MIMO</li> <li>• Should support minimum 1Gbps or more throughput at 802.11ax</li> <li>• Must be managed by proposed WLC</li> <li>• Multi-gigabit support</li> <li>• Must support PoE connectivity</li> </ul>	10
Interfaces	<ul style="list-style-type: none"> <li>• 1x Multigigabit Ethernet (RJ-45)</li> <li>• Management console port (RJ-45)</li> <li>• USB 2.0</li> </ul>	
Requirement	<ul style="list-style-type: none"> <li>• The proposed OEM should be in Gartner's Quadrant for wired and wireless Infrastructure</li> <li>• Wireless Access Points must be of same OEM as ToR Switch and Access Switch to avoid interoperability and support issues</li> </ul>	
Warranty and Services	<ul style="list-style-type: none"> <li>• 03 Year NBD Service Agreement, 03 year Subscriptions License</li> </ul>	

**10. Video Wall**

<b>Video Wall (2*2)</b>		
1	<p><b>Panel size:</b> 55" diagonal  <b>Video Wall structure:</b> Wall mount &amp; floor standing  <b>Screen array support:</b> Rows x Columns (2 x 2)  <b>Backlight:</b> LED Backlight (Direct type)  <b>Resolution:</b> Full HD (1920 x 1080)  <b>Bezel width:</b> 1.8 mm or less  <b>Luminance:</b> 500 cd/m2/ nits  <b>Color:</b> 10 Bit, 1.06 Billion Colors  <b>Response time:</b> 8 ms  <b>Contrast ratio (typical):</b> 1200:1 or Higher.  <b>LCD backlight lifetime:</b> 50,000hrs or more  <b>Ports:</b> 1 x DVI, 1 x DP, 1 x HDMI, 1 x USB, 1 x RS232C 2.5mm Phone Jack, 1 x Ethernet RJ45 for control  <b>Audio:</b> 1 x RCA L/R, Audio: 1 x 3.5mm Phone Jack, Speaker output 10W + 10W</p>	4
2	<p><b>Video Wall Controller</b>  <b>Form factor:</b> Rackmount  <b>Design</b> Modular Chassis Based  <b>Architecture:</b> Server-based Architecture  <b>Memory:</b> 16 GB  <b>Hard Drive:</b> 1 TB (RAID Level 5 and Redundant)  <b>Window Division:</b> Supports 1/4/9/16 window division modes and full-screen switch of the window</p>	1

**Window Roaming:** Support cross-window video roaming, and support opening windows to display video signal, with the window location and size adjustable.

**Remote control:** Remote control via iOS client server, Android client server and IE browser

**OS:** Windows Server / Linux

**Input support:** Up to 8 kinds of signal sources are supported, including VGA, DVI, HDMI, BNC, SDI, YpbPr, HDBaseT and IP camera input

**Inputs:** (Total 12 Ports)

**Output:** Total 12 Ports)

**Network ports:** Dual RJ45 Gigabit

**Decoding Capabilities:** 2-ch@8 MP, 2-ch@6 MP, 2-ch@5 MP, 8-ch@1080P, 16-ch@720P and 32-ch@D1

**Power supply:** 100-240 V A.C, Redundant (1+1), Hot Swappable

**LED indicators:** Power, etc.

**Operating temperatura:** 0 to 40 degree celcius

**Certifications:** FCC, and CE requirements

Controller should be of same brand as of Video Wall.  
3 years warranty

## 11. Smart Cabinets:

SMART Rack	Description	Quantity
Smart Power System		3
	1) The UPS capacity is 10kVA Online UPS with Power Factor 1.0.	
	2) The UPS mounting type is <u>Rack mount</u> , and height is <u>2U</u> .	
	3) The UPS power input is <u>220V/1Ph/50Hz-60Hz</u> .	
	4) The product includes a power management module. The power management module works as power distribution, protection, metering and management. It's built in with manual bypass for UPS system. Detail specification is referred within the wiring diagram.	
	5)The PDU is basic type. The 2x32A power output sockets are C13*12Pcs + C19*4Pcs	
	6) The battery module is <u>rack mount type</u> and <u>height is 2U</u> . It includes <u>VRLA type</u> batteries of <u>12V/9AH * 16Pcs</u> .	
Cooling System for Power Solution		
	1) The cooling is <u>packaged/Split DX type</u> , and total cooling capacity is <u>3.5kW</u> .	
	2) The cooling power input is <u>220V/1Ph/50Hz-60Hz</u> .	
	3) The cooling system indoor unit is <u>Top mount Packaged/Split with evaporator and condenser</u> .	
	4) The compressor system is <u>hermetic rotary type</u> .	
	5) The cooling capacity is adjustable by <u>HGBP (hot gas by pass) technology</u> .	
	6) The evaporator fan is <u>EC fan type</u> . The condenser fan is <u>EC fan type</u> .	
	7) The cooling unit shipped with <u>refrigerant charged</u> . The refrigerant is <u>R410A</u> .	
	8) Emergency ventilation method is <u>opening front door &amp; rear door of cabinet during high temperature</u> .	
Monitoring System of Smart Power Solution		

	<p>1) The display of monitoring system is <u>10" touch type</u>.</p> <p>2) The monitoring is <u>wall mounted on the front door no occupying IT space</u>.</p> <p>3) The monitoring sensors include <u>smoke, water leaking, door status</u>.</p> <p>4) The management of UPS includes display of <u>UPS working mode, UPS alarms, UPS input power parameters, UPS output power parameters</u>.</p> <p>5) The management of cooling includes display of <u>cooling working mode, cooling alarms, and setting of target temperature and humidity, control by return or discharge, and ON/OFF unit</u>.</p> <p>6) Monitoring function supports <u>calculation of power usage and calculation of system PUE</u>.</p> <p>7) Alerts through Emails and SMS is required</p>
<b>FMS for System Smart Power Solution</b>	
	<p>1) The fire system is <u>rack mount</u>, and height is <u>3U</u>.</p> <p>2) The extinguisher gas is <u>FM200</u>, and volume is <u>1kg</u>.</p> <p>3) The extinguishing trigger method is <u>temperature/smoke sensing and automatic release of fire fighting gas</u>.</p>
<b>Parameters for Smart Power Solution</b>	
	<p>1) The overall dimension of micro data Center indoor unit is: <u>600mm(width) * 1100mm(depth) * 2000mm(height)</u>.</p> <p>2) The power input is: <u>220V/1Phase/50Hz-60Hz</u>.</p> <p>3) The available space is <u>23U</u>.</p> <p>4) The available power is <u>10kVA</u>.</p> <p>5) The available cooling is <u>3.5kW</u>.</p>
<b>Cabinet System for Smart Power Solution</b>	
	<p>1) The loading capacity of the cabinet is <u>1500kg</u>.</p> <p>2) The size of each cabinet is <u>600mm(width) * 1100mm(depth) * 33U(height)</u>.</p> <p>3) The color is <u>RAL9005</u>.</p> <p>4) The cabinet system use <u>9 folded frame</u>.</p> <p>5) The cabinet is <u>fully closed</u> to protect equipment's from dust and harsh environment. The front door of cabinet is <u>reinforced glass type</u> and adopts insulation material on the back side of it to keep good thermal effect. The rear door the cabinet is <u>double open steel type</u>.</p> <p>5) The locking of cabinet is <u>3 in 1 Access Control</u>.</p> <p>6) The cabinet comes with wheels and level feet.</p>
<b>KVM and KMM Solution</b>	
	<p>KVM Console Switch 16-Ports.</p> <p>16x KVM Console USB Interface Adapter</p> <p>USB Remote Access Key KVM Console Switches</p>

	6ft KVM CAT5 Cable (Qty: 16)
	17" LCD 1U Rackmount Console Kit
	Keyboard Mouse Monitor included
<b>Certification</b>	
	Product should be CE Certified. OEM Should be ISO Certified. OEM Should attach Satisfactory Remarks letter from clients.
<b>Deployment</b>	
	Deployment of the Smart Power solution end to end with all required items should be included.
<b>Training</b>	
	OEM ILT online/classroom for 2 x persons should be included
<b>Warranty</b>	
	3 Year OEM Warranty, 4 Quarterly Maintenance to be included Per Annum
<b>General Terms</b>	
	Vendor should be Channel Partner with OEM with certified engineers Vendor should share MAL from OEM. OEM should have at least two Data Center implementations. (Certificates required) OEM Should have local presence. (Letter required)

## 12. Software:

S.No	Software & Services	Type	Quantity
1	SUSE for SAP application, x86 & x86-64, 1-2 Sockets or Unlimited Virtual Machines, Priority Subscription, 3 Year	Software	2
2	Microsoft Windows Server Standard Core 2022 OVL Perpetual License with 3 Years SA - 48 Core License	Software	5
3	Microsoft Windows Server CAL 2022 OVL Perpetual License with 3 Years SA	Software	50
4	VMware Site Recovery Manager 8 Standard (1-Pack (25VM))	Software	2
5	Production Support/Subscription for VMware Site Recovery Manager 8 Standard (25 VM Pack) for 3 years	Service	2
6	Virtual Firewall Appliance License for vSphere with 03-Year Updates	Software	2
7	ERP (SAP S/4 Hana) data & app migration, Live, UP & running. Vendor will ensure that all modules and processes are running properly as it was running from previous service provider. Last running state must be ensured.	Service	1
8	SSL Certificate with 3 years subscription for Multi Domains/Sub domain from a reputable/well known service provider	Service	1
9	Module for Unified Network Monitoring and inventory management platform, Custom Workflows Integration, Network Monitoring, Inventory Management, Auto Discovery, Physical Mapping and Dashboarding, Proactive Alerts and Notifications, 100 devices - 3-year support.	Service	1

## 13. Training:



Onsite and operational training of all the equipment and services must be provided to NDRMF staff (2-3 persons)

**14. SLA Services: (Quote Separately)**

- Onsite Hardware replacement
- Deployment, Configuration, and best practices services

**General Terms:**

1. Principle Presence in Pakistan
2. Bidder must be channel partner with OEM.
3. Bidders must ensure that proposed solution is not EoSale / EoSupport for next 3-years, share details.
4. Bidder must have at least 10 years of experience in Operation and maintenance. Countrywide SLAs of Services (at least 1x PO should be of more than USD 1.5M or above) with Bidder must have verifiable customer support desk 24/7 Call center.
5. Bidder must have a dedicated (PMP Certified) Project Manager for this project. Complete Project Plan along with key deliverables and dependencies on NDRMF (If any) should be clearly mentioned.
6. Bidder must provide project management methodology to execute and manage this project in how many working days after delivery of equipment.
7. Bidder must have good technical knowledge and skillset on quoted technology with references of deployment of similar nature projects.
8. Bidder should never under investigation for offences related to fraud, under- invoicing, tax evasion, concealment, money laundering etc. Bids from any bidder who is found or purported to be engaged in these offenses shall be rejected without assigning any reason.
9. Bidder must provide an affidavit for not being blacklisted by any Public Sector organization (Federal, Provincial or Local) and/or not by any national/international organization or institution.
10. Bidder should be certified ISO 20000-1:2018, ISO 9000:2015, ISO 14001:2015, ISO 45001:2015, and ISO 27001-2013 with valid certificates.
11. Bidder must provide MAF/MAL from OEM
12. Bidder must have a verifiable customer support desk 24/7 Call center to support operations.
13. Bidders will provide end of life and end of sale dates of each product
14. Bidder will ensure successful DR drill practice after the deployment of all services and migrations.

**Other Items:**

**1. Plotter**

Plotter (Quantity = 1)	Quantity
Size 44 Inches Color Printing with 6 colors Virtual Memory 100 GB Purpose GIS Mapping Print Speed 20 second/D Print Resolution 2400x1200 DPI 3 Years Warranty	1

**2. Printer**

Printer	Requirement	Quantity
Size	A3	1
Color	Color Printer	
Capabilities	Printing	
Duplex Printing	Yes	

Memory	1.5 GB Equivalent or Higher		
Print Speed	40 ppm Equivalent or Higher		
Processor	1.2 GHz Equivalent or Higher		
Duty Cycle	150000 pages Equivalent or Higher		
Warranty	3 Years		

<b>3. Data Center Tools &amp; Accessories</b>	<b>Quantity</b>
Folding Stair, Voltmeter, leaser meter, Temperature gun, screwdriver kits Std, plaiur kit, L keys set, small screwdriver kit, Torch, Safety Clubs, 2 x Insulated Shoes, Tool Box	1

**Physcial Security:**

**4. Access Control**

<b>Access Control (Qty: 02)</b>
<b>Access Control with Multi Verification Method Feature</b>
<b>Features</b>
<ul style="list-style-type: none"> <li>• Visible light facial recognition</li> <li>• Anti spoofing algorithm against print attack</li> <li>• Multiple verification methods: face/ fingerprint/ Card/ Password</li> <li>• TCP/IP network, Wifi support.</li> <li>• Built in software.</li> <li>• Target recognition distance: 30cm to 50cm</li> </ul>
<b>Specifications:</b>
<ul style="list-style-type: none"> <li>• Display: 2.8 inch</li> <li>• Face Recognition Capacity: 500</li> <li>• Fingerprint Capacity: 500</li> <li>• Transactions: 50,000</li> <li>• Communication: TCP/IP, WiFi (Optional), USB Host</li> <li>• Hardware: 1GHz Dual Core CPU, 256MB/256MB RAM/Flash,</li> <li>• Camera: 1 MP</li> <li>• Operating System: Linux</li> <li>• Access Control Interface: 3<sup>rd</sup> Party Electric Lock, Door Sensor, Exit Button</li> <li>• Facial Recognition Speed: ≤ 1sec</li> <li>• Functions: ADMS, DST, Self Service Query, Automatic Status Switch, T9 Input, Camera, 9-digit User ID, Multiple verification methods, Bell Scheduling.</li> <li>• Dimensions (WxHxD): 168x151.5x31.7 mm</li> </ul>

NVR with cameras	A complete 5x 4MP IP cameras video recording solution for datacenter with required number of cameras, cams must be night vision and cover all areas of data center including outside room and NoC area. Cams must be PoE and implement with required network switch. system should have one month recording	1
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**Connectivity Links:**

	<b>Connectivity Links</b>	
	1. Minimum 100MB Internet Link Required for DR and PR Site for 3 Years with /29 pool of public IPs  2. 20MB Dedicated Datalink Required Between DR and PR Site for 3 Years with /29 pool of public IPs  PR Site Location: NUST Islamabad DR Site Location: NDRMF Office, EOBI Building 5th Floor G-10/4, Islamabad	1+1=2

**Scope of Work for Application Support Services**

1. Configuration and support of Firewall/Router/WLC/Switches/IAM/Proxy Server with all available features as per best industry practices.
2. Configuration and support of Active Directory Services and all other related services as per requirement.
3. Deployment and support of NMS as per industry's best practices for all devices and Applications.
4. Support to provision of Network Accesses/Revocation as and when required.
5. Patch management and installation.
6. Support in regular review of network performance and take action to improve any issues found.
7. Support in documentation and regular updates to perform impact analysis before any changes if required.
8. To Ensure the security of the complete IT Infrastructure to avoid any cyber-attacks.
9. 24/7 mission critical support with 4 hours.
10. Configuration, managing and support of the virtualized infrastructure and ensure availability of all VMs.
11. Configuring, Implementing and support of the backup solution and ensure that backups are properly maintained.
12. Data Center Management Services with 2 x resident engineers with rotational shifts as per requirement.
  1. One should be Network & Security Engineer with 16 years of education, should have 2-3 years of experience with relevant certifications
  2. Second one should be System administrator with 16 years of education, should have 2-3 years hands on experience of linux/windows and VMware. Should have relevant certifications.
13. Implement and configure Single Sign on login solution for End Users machines, Wi-Fi and other related applications/services.
14. Support is required for both Primary & DR sites
15. Any other configurations related to the solution on need basis.

**Note for Compliance: -**

- i. Deployment, Configuration, Installation of the equipment (Hardware/Software), and necessary Trainings shall be responsibility of the Bidder/ supplier.
- ii. The bidder must note that from specification/material of equipment, if any reference to a particular brand is being generated, it is intended to be descriptive only and not restrictive.

- iii. Bidder should provide a 3 years plan for Support and Services SLA in its technical solution.
- iv. The Bidder must provide Manufacturer Authorization Letter (MAL) with respective Goods/equipment.
- v. "The refurbished, grey smuggled items or goods with international warranty will not be accepted in any case."

# Section 7 - General Conditions of Contract

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**1. Definitions**

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
  - (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
  - (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “Eligible Countries” means the countries and territories eligible as listed in Section 5.
  - (h) “GCC” means the General Conditions of Contract.
  - (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
  - (m) “SCC” means the Special Conditions of Contract.
  - (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the

Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

- (p) "ADB" is the Asian Development Bank.
- (q) "The Site," where applicable, means the place named in the SCC.

## 2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## 3. Fraud and Corruption

3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (vii) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (viii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (ix) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (x) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (xi) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (xii) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses,

and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>7</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

3.2 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

#### 4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations,

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<sup>7</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).



and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

(a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### **6. Joint Venture**

6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

### **7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated,

or registered, and operates in conformity with the provisions of the laws of that country.

- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the

- Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related 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 the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that
- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- 22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional

requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

- 24. Insurance** 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation** 25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications

at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months 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 SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of gross negligence or willful misconduct,



- (a) neither party shall be liable to the other party 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 Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, 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 Purchaser with respect to patent infringement.
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to 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 Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.
- 35. Termination**
- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
    - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
    - (ii) if the Supplier fails to perform any other obligation under the Contract.

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

### 35.3 Termination for Convenience

(a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## 37. Respectful Work Environment

37.1 The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates

an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

- 37.2 The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

## Section 8: Special Conditions of Contract

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

<b>GCC 1.1(j)</b>	The Purchaser's country is: Islamic Republic of <u>Pakistan</u>
<b>GCC 1.1(k)</b>	The Purchaser is: National Disaster Risk Management Fund
<b>GCC 1.1 (q)</b>	The Site is: Islamabad
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <u>2020</u>
<b>GCC 5.1</b>	The language shall be: <u>English</u> The language for translation of supporting documents and printed literature is: English
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be: <b><u>Address for notices to the Purchaser:</u></b>  <b><u>Manager Procurement</u></b> <b><u>National Disaster Risk Management Fund (NDRMF)</u></b> 5 <sup>th</sup> Floor EOBI Building G-10/4 Islamabad, Pakistan. Telephone: (051)9108300 <u>Email: <a href="mailto:muhammad.asif@ndrmf.pk">muhammad.asif@ndrmf.pk</a></u> <u>Website: <a href="http://www.ndrmf.pk">www.ndrmf.pk</a></u>  <b><u>Address for notices to the Supplier:</u></b>
<b>GCC 9.1</b>	The governing law shall be the laws of Islamic Republic of Pakistan
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be:  The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration Act, 1940 of Pakistan.  Place of arbitration: Islamabad, Pakistan
<b>GCC 11.1</b>	The Scope of Supply shall be defined in the Contract as per Section 6 of the Bidding documents

<b>GCC 12.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <ul style="list-style-type: none"> <li>i- copies of the Supplier's invoice showing goods' description, quantity, unit price, keys of the licensed software installed in each unit, if any, and total amount;</li> <li>ii- original and one copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note if the Supplier is importing items for supplying to Purchaser or a road consignment note, or a multimodal transport document, whichever is applicable) which the buyer may require to take/receive the goods, marked "Freight Prepaid";</li> <li>iii- manufacturer's or authorized distributor/ reseller/supplier's warranty certificate;</li> <li>iv- Certificate of quality.</li> </ul>
<b>GCC 15.2</b>	The price adjustment shall be: <u>Not Applicable</u>
<b>GCC 16.1</b>	<p>Payment of the Contract Price shall be made in the following manner:</p> <ul style="list-style-type: none"> <li>i- Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser.</li> <li>ii- On Delivery: Seventy (70) percent of the Contract Price shall be paid on delivery of all Goods as per Specifications</li> <li>iii- On Installation: The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the successful completion and installation issued by the Purchaser.</li> </ul>
<b>GCC 16.4</b>	<p>The currencies for payments shall be: <u>Pakistani Rupee (PKR)</u></p> <p>The payments corresponding to the Goods for which the Supplier has quoted the amounts in US Dollars will be released to the Supplier in Pakistani Rupees at the exchange rate applicable on the date of the invoice, submitted by the Supplier.</p>
<b>GCC 18.1</b>	The Supplier shall provide a Performance Security of 10% percent of the Contract Price in <b>Bank Guranttee Form</b>
<b>GCC 18.3</b>	The forms of acceptable Performance Security are: Bank Guarantee
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <u>After Completion of Warrenty Period</u>

<b>GCC 24.1</b>	The equipment supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Purchaser after having been delivered, hence insurance coverage is Supplier's responsibility. Since the Insurance is Supplier's responsibility, they may arrange appropriate coverage for safe delivery of equipment to the delivery location that the Purchaser shall instruct. However, the Purchaser shall not require any documentation.
<b>GCC 26.2</b>	<p>Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times and places:</p> <p>The inspections and tests shall be in accordance with the specification mentioned in the Bidding Document or any addendum issued therein.</p> <p>The Inspections and tests shall be conducted at the place of destination after delivery completion.</p>
<b>GCC 27.1</b>	The applicable rate for liquidated damages for delay shall be: 0.5 % per week or part thereof
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <u>10% of Total Contract</u>
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: <u>As mentioned under Technical Specifications</u>
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within 15 days of being notified by the Purchaser of the occurrence of such defects.

# Section 9 - Contract Forms

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# Notification of Award

---- on letterhead of the purchaser ----

## Letter of Acceptance

..... date. ....

To: ..... name and address of the supplier .....

Subject: ..... Notification of Award Contract No. ....

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 Bid Data Sheet . . . . . for the Accepted Contract Amount of the equivalent of . . . . . amount in words and figures and name of currency . . . . . , as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

# Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the Purchaser]* of *[insert complete address of the purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of Acceptance;
  - (b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Technical Bid Submission Sheet submitted by the Supplier;
  - (d) the Special Conditions of Contract;
  - (e) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
  - (f) the General Conditions of Contract;
  - (g) the Schedule of Supply; and
  - (h) any other documents shall be added here.<sup>8</sup>

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month and year indicated above.

Signed by *[insert authorized signature for the purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

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<sup>8</sup> Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

# Performance Security

*Bank's name, and address of issuing branch or office*<sup>9</sup>

**Beneficiary:** ..... *insert name and address of the purchaser* .....

**Date:** .....*insert date (as day, month, and year)* .....

**Performance Guarantee No.:** .....

We have been informed that . . . . *name of the supplier*. . . . (hereinafter called "the Supplier") has entered into Contract No. . . . . *reference number of the contract*. . . . dated . . . . .with you, for the execution of . . . . . *name of contract and brief description of goods and related services*. . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we . . . . *name of the bank*. . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in words*<sup>10</sup>. . . . (*amount in figures*. . . . ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . day of . . . . .,<sup>11</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.<sup>12</sup>

.....  
*Signature(s) and seal of bank (where appropriate)*

*If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*

<sup>9</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>10</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.

<sup>11</sup> Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

<sup>12</sup> Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

# Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [indicate type of security], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [insert currency and amount of guarantee in words and figures].

We, the undersigned [insert complete name of the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [insert date (as day, month, and year)].

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 [or ICC Publication No. 758 as applicable].

Name: [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

**-- Note to Bidder --**

If the institution issuing the advance payment security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.