



**BIDDING DOCUMENTS**  
**FOR**  
**PROCUREMENT OF IT EQUIPMENT**  
**(SERVERS, NAS AND FIREWALLS)**

**RAVI URBAN DEVELOPMENT AUTHORITY**  
Government of the Punjab

December 2021



## **DISCLAIMER**

This bidding document has been prepared and is being floated under RUDA Procurement Regulations, 2020 for inviting bids for **Procurement of IT Equipment including (Servers, NAS & Firewalls)** for Ravi Urban Development Authority (RUDA).

2. The bidding document information, evaluation criteria and draft contract shall be used for selection of most responsive bidder. RUDA employees, personnel, agents, consultants, advisors, and bidders etc. shall not be liable to reimburse or compensate the recipient of the document and prospective bidder participating in the bidding process for costs, fees, damages or expenses incurred by the recipient of the document or the prospective bidder in evaluating or acting upon this document or otherwise in connection with the assignment as contemplated herein after.

3. The submission of bids by the prospective bidder shall be deemed to be upon full comprehension and agreement if any or all terms of the document and such solicitations shall be deemed as an acceptance to all the terms and conditions stated in this document.

4. Bids submitted by prospective bidder in response to the Invitation to Bid (ITB) shall be construed to be based on full understanding and comprehension of each clause of the document after due diligence and carefully verifying and examining the information, data, criteria, terms and conditions mentioned in the document. Mere obtaining the document and participation in the bidding process shall neither constitute a solicitation to invest nor termed as a guarantee or commitment of any manner on the part of Ravi Urban Development Authority (RUDA) that the contract shall be awarded. RUDA reserves the rights in its full discretion to modify the document or the assignment at any time prior to the award of contract and shall not be liable to reimburse or compensate the bidders for any cost, taxes, expense or damage incurred by the bidders during their participation in the bids.

5. RUDA in terms of Rule 35 of RUDA Procurement Regulations, 2020 reserves the right in its full discretion to revoke the bidding process and reject all the bids or proposals at any time prior to the acceptance of a bid or proposal and shall incur no liability solely by virtue of its invoking ibid rule towards the bidders.

6. Mere submission of bids does not generate or create right of the bidders to selection.



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## Part-I

### Section I. Instructions to Bidders

#### A. Introduction

<b>1. Source of Funds</b>	1.1 Ravi Urban Development Authority (hereinafter referred as Procuring Agency) Government of the Punjab has been provided with funds / budget for the procurement of <b>(IT Equipment including Servers, Network Attached Storage (NAS) and Firewalls)</b> hereinafter referred as goods.
<b>2. Eligible Bidders</b>	2.1 This invitation for Bids is open to all suppliers, except as provided hereinafter. 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this invitation for bids. 2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government. 2.4 Bidder should be registered as an active taxpayer with the Sales Tax & Income Tax Department. 2.5 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) and has not gone in the Court of Law against any such order.
<b>3. Eligible Goods and Services</b>	3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS), and all expenditures made under the contract will be limited to such goods and services. 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
<b>4. Cost of Bidding</b>	4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### B. The Bidding Documents

<b>5. Content of Bidding Documents</b>	5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include: a) Instructions to Bidders (ITB) b) Bid Data Sheet c) Schedule of Requirements d) Technical Specifications
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	<ul style="list-style-type: none"> <li>e) Bid Submission Form</li> <li>f) Manufacturer's Authorization Form</li> <li>g) Price Schedules</li> <li>h) Contract Form</li> <li>i) Performance Security Form</li> <li>j) General Conditions of Contract (GCC)</li> <li>k) Special Conditions of Contract (SCC)</li> </ul>
	<p>5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
<b>6. Clarification of Bidding Documents</b>	<p>6.1 Any prospective Bidder requiring any clarification on any of the content of bidding documents may request the Procuring Agency in writing or by email at the Procuring Agency address indicated in Bid Data Sheet. The Procuring Agency will respond in writing to any request for clarification on any content of the bid documents which it receives up to maximum 3 days prior to the cutoff date for the submission of bid as prescribed in the Bid Data Sheet. Written copies of the Procuring Agency response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding document.</p>
<b>7. Amendment of Bidding Documents</b>	<p>7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification sought by any prospective Bidder, may modify the bidding documents and any such modification or change in the bidding document in terms of Rule 39(2)(b)(iv) of RUDA Procurement Regulations 2020 shall be made in the manner similar to that of the original advertisement.</p> <p>7.2 In terms of Rules <i>ibid</i>, in order to provide all the prospective bidders reasonable time on equal opportunity basis after effecting modification (if any) in the bidding document, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.</p>

### **C. Preparation of Bids**

<b>8. Language of Bid</b>	<p>8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.</p>
<b>9. Documents Comprising the Bids</b>	<p>9.1 The bid shall comprise of the following components:</p> <ul style="list-style-type: none"> <li>a) Bid Form and Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;</li> <li>b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;</li> <li>c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and</li> <li>d) bid security furnished in accordance with ITB Clause 15.</li> </ul>
<b>10. Bid Form</b>	<p>10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating;</p> <ul style="list-style-type: none"> <li>a) the goods to be supplied,</li> <li>b) brief description of the goods,</li> </ul>



	<p>c) country of origin of goods</p> <p>d) quantity, and</p> <p>e) prices.</p>
<b>11. Bid Prices</b>	11.1 The Bidder shall indicate on the appropriate prices schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2 Prices indicated on the Price Schedule shall be inclusive of all applicable taxes.
	11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency right to contract on any of the terms offered.
	11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and will not be subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price or conditional bid will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.
<b>12. Bid Currencies</b>	12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its capacities (managerial as well as financial) to perform the contract if its bid is accepted.
	13.2 The documentary evidence of the Bidder's eligibility to bid shall be to Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.
	13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction: <ul style="list-style-type: none"> <li>(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the same in Pakistan;</li> <li>(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;</li> <li>(c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplies maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</li> <li>(d) that the Bidder meets the qualification criteria listed in the Bid Data sheet.</li> </ul>
<b>14. Document Establishing Goods Eligibility and Conformity to Bidding Documents</b>	14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, all concerned documents establishing the eligibility and conformity to the bidding documents of all goods which the Bidder proposes to supply under the contract.
	14.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a <b>certificate of origin</b> issued at the time of shipment.
	14.3 The documentary evidence of conformity of the goods to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:



	<p>(a) detailed description of the essential technical and performance characteristics of the goods;</p> <p>(b) list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and</p> <p>(c) an item-by-item commentary on the Procuring Agency' s Technical Specifications demonstrating substantial responsiveness of the goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p>
	<p>14.4 Pursuant to ITB Clause 14.3(c) above, the Bidder shall provide a certificate from the manufacturer / authorize dealer that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Agency' s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specification.</p>
<b>15. Bid Security</b>	<p>15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security as per required %age of estimated cost specified in the Bid Data Sheet.</p> <p>15.2 The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security' s forfeiture, pursuant to ITB Clause 15.7.</p> <p>15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>(a) Bank Guarantee, CDR, Demand Draft (DD), Pay Order (PO) or Banker' s cheque valid for thirty (30) days beyond the validity of bid.</p> <p>15.4 Pursuant to ITB Clause 24 any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Agency being nonresponsive.</p> <p>15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the award of contract to the successful lowest evaluated bidder.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.</p> <p>15.7 The bid security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract in accordance with ITB Clause 32;</p> <p><b>OR</b></p> <p>(ii) to furnish performance security in accordance with ITB Clause 33.</p> <p>15.8 Performance security will be required as given in Bid Data Sheet (BDS).</p>
<b>16. Period of Validity of Bids</b>	<p>16.1 Bid shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.</p>



	16.2	In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
	16.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.
<b>17. Format and Signing of Bid</b>	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed /signed by the bidder or person authorized by the bidder on his behalf.
	17.3	Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the Bidder is awarded the contract.

#### **D. Submission of Bids**

<b>18. Sealing and Marking of Bids</b>	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes Shall: <ul style="list-style-type: none"> <li>a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and</li> <li>b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE- (mentioning the bid opening time and date),".</li> </ul>
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Agency will assume no responsibility for the bid's misplacement or premature opening.
<b>19. Deadline for Submission of Bids</b>	19.1	Bids must be received by the Procuring Agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2	The Procuring Agency may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.





<b>20. Late Bids</b>	20.1 Pursuant to ITB Clause 19 any Bid submitted or received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder.
<b>21. Modification and Withdrawal of Bids</b>	<p>21.1 The Bidder may modify or withdraw its bid after the bid' s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.</p> <p>21.2 The Bidder' s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 Pursuant to the ITB Clause 15.7, no bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during the interval may result in the Bidder's forfeiture of its bid security.</p>

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

<b>22. Opening of Bids by the Procuring Agency</b>	<p>22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to be present, at the given date, time and venue specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet establishing their presence.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the submission or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidder.</p> <p>22.4 The Procuring Agency will prepare minutes of the bid opening.</p>
<b>23. Clarification of Bids</b>	23.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
<b>24. Preliminary Examination</b>	<p>24.1 The Procuring Agency will examine the bids to determine its responsiveness as per requirement detailed in bid data sheet and whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p>



	<p>24.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.</p>
	<p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, <b>such as</b> those concerning <b>Bid Security</b> (ITB. Clause 15), <b>Applicable Law</b> (GCC Clause 30), and <b>Taxes and Duties</b> (GCC Clause 32), will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic.</p>
	<p>24.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<p><b>25. Qualification &amp; Evaluation of Bids</b></p>	<p>25.1 In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder qualifies to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p>
	<p>25.2 Pursuant to ITB Clause 13.3 to determine responsiveness of the bidder, the procuring agency will consider Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate.</p>
	<p>25.3 Pursuant to ITB Clause 24 the Procuring Agency through the evaluation committee will technically evaluate and compare the bids which have been determined to be substantially responsive, as per Technical Specifications required.</p>
	<p>25.4 Financial evaluation of a bid will include delivered duty paid (DDP) price inclusive of prevailing taxes and duties.</p>
<p><b>Alternate</b></p>	<p>25.5 <b>Selection Procedure:</b></p> <p>The following parameters shall be evolved to quantify the standing of bidders with respect to their technical and financial standing if specified in the Bid Data Sheet. The weightage of each parameter shall be specified in the Bid Data Sheet.</p> <ul style="list-style-type: none"> <li>(i) The Bidder must be a <b>Manufacturer</b> or an <b>Authorized Dealer</b> for sales &amp; service continuously from last one-year.</li> <li>(ii) <b>Technical Brochures</b> of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin.</li> <li>(iii) The <b>average annual sale</b> for the last 3 years shall not be less than twice number of similar type of units required (year-wise detail of sale required).</li> <li>(iv) An <b>average annual sale</b> from the sale of all types of equipment for the last 3 years.</li> <li>(v) The bidder must have at least one local certified /authorized repair and maintenance set-up.</li> <li>(vi) Description of bidder's own repair &amp; maintenance set-up with the location / addresses of workshops, mobile workshops (if any).</li> </ul>



	<p>(vii) Authority Letter from the Bidder Company authorizing the relevant person to represent the company.</p> <p>(viii) If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and a valid authorized dealership certificate from the respective Manufacturer, all such bids will be rejected as nonresponsive.</p>
<b>26. Contacting the Procuring Agency</b>	26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
	26.2 Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

## **F. Award of Contract**

<b>27. Award Criteria</b>	27.1 Subject to ITB Clause 30, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. In case the lowest evaluated bidder refuses to execute the contract or respond to the procurement order his bid security be immediately forfeited and, he may in terms of Rule 39(2)(viii) of rules ibid be proceeded against. In such eventuality the procuring agency shall divert to the second lowest bidder after carefully analyzing the difference between the financial quantum of bid security submitted by the defaulting bidder and the difference between the financial bids first and second lowest bidder.
<b>28. Procuring Agency's Right to Vary Quantities at Time of Award</b>	28.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, which shall not be more than 15% of the quoted quantities of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>29. Procuring Agency's Right to Accept or Reject All Bids</b>	29.1 In terms of Rule 35 of Rules ibid the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to acceptance of the bid or proposal, without incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Procuring Agency's action.
<b>30. Announce of Evaluation Report</b>	30.1 In terms of Rule 38 of Rules ibid the result of bid evaluation in the form of a report giving justification for acceptance or rejection of the bids shall be announced and will be uploaded on PPRA website and procuring agency website (if exist) at least 10 days prior to the award of procurement contract.
<b>31. Notification of Award</b>	31.1 Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2 The notification of award will constitute the formation of the contract.
	31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Agency will promptly notify



	each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
<b>32. Signing of Contract</b>	32.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties and asking for submission of performance guarantee of the contract price as per the %age mentioned in clause 7 of GCC read with clause 3 of SCC.
	32.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency along with the performance guarantee in the form already specified in the bidding document.
<b>33. Performance Security</b>	33.1 The bidder may if agreed by the Procuring Agency submit the performance guarantee after signing of the contract but in such case the dispensation shall not be more than 10 days after the signing of the contract.
	33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32.2 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Agency as mentioned in clause 27 may make the award to the next lowest evaluated Bidder or call for new bids
<b>34. Corrupt or Fraudulent Practices</b>	34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows: <ul style="list-style-type: none"> <li>(i) <b>"Corrupt practice"</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</li> <li>(ii) <b>"Fraudulent practice"</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,</li> <li>(iii) <b>"Collusive practice"</b> is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non- competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;</li> </ul> <ul style="list-style-type: none"> <li>(a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</li> <li>(b) The Procuring Agency in terms of Rule 20/21 of Rules ibid will sanction a firm, in accordance with prevailing Blacklisting procedures, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.</li> </ul>
	34.2 Furthermore Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.



## Part-I

### Section-II. Bid Data Sheet

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

<b>INTRODUCTION</b>	
<b>ITB 1.1</b>	Name of Procuring Agency: <b>Ravi Urban Development Authority, Government of Punjab</b>
<b>ITB 1.1</b>	Name of Project: <b>Procurement of IT Equipment</b>
<b>ITB 1.1</b>	Name of Contract: <b>Procurement of IT Equipment (Servers, Network Attached Storage (NAS) and Firewalls)</b>
<b>ITB 4.1</b>	Name of Procuring Agency: <b>As mentioned in ITB 1.1 above</b>
<b>ITB 6.1</b>	For clarification purposes, the Procuring Agency's address is: <b>151, Abu Bakar Block, Garden Town, Lahore</b>  Requests for clarification shall be received by the Procuring Agency no Later than <b>07 days prior to the deadline for submission of the bids.</b>
<b>ITB 8.1</b>	Language of the bid - <b>English</b>

<b>BID PRICE AND CURRENCY</b>	
<b>ITB 11.2</b>	Delivered Duty Paid (inclusive of all applicable taxes & transportation charges) in Pak Rupees
<b>ITB 11.4</b>	Fixed and must include all applicable tax as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all the taxes/ duties prevailing/ levied hereafter.

<b>PREPARATION AND SUBMISSION OF BIDS</b>	
<b>ITB 13.2</b>	<ul style="list-style-type: none"> <li>a) The bidder must submit National Tax No., Sales Tax No. certificates and Professional Tax Certificates as well as certificate of incorporation/registration of the firm.</li> <li>b) The bidders must be Authorized agents /Sole distributors / Business Partners of Manufacturers. (Certificate of Authorization/Dealership must be attached)</li> <li>c) The bidder must be on Active Taxpayers List of FBR.</li> <li>d) Affidavit to the extent conveying that the bidder has not been blacklisted by any procuring agency of the Federal Government.</li> </ul>
<b>ITB 13.3 (b)</b>	Audited Balance Sheet or Bank Statement for the last 2 financial years.
<b>ITB 13.3 (d)</b>	<b>Qualification requirements:</b> The bids shall be evaluated on "Single Stage Two Envelope Procedure" in accordance with rule 39(2)(a) of RUDA Regulations



	2020.
ITB 14.3 (b)	A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets.
ITB 15.1	<b>Bid Security:</b> 5% of the estimated cost in the form of Bank Draft/ Pay Order/bank guarantee in favor of " <b>Ravi Urban Development Authority</b> "
ITB 15.2	(i) The tenders found deficient of the amount as bid security will not be considered. (ii) No personal cheques will be acceptable at any cost.
ITB 15.8	The successful bidder shall furnish <b>10%</b> of the contract price in the form of performance guarantee, to be discharged after completion of warranty / guarantee period. It will be in the form of Bank Draft/ Pay order/Bank Guarantee.
ITB 16.1	Bid Validity Period: <b>90 days after the date of opening of bid.</b>
ITB 17.1	Number of Copies: <b>Original along with one Copy of the bid. Bids must be accompanied by unit price and total price.</b>
ITB 19.1	Deadline for Bid Submission: <b>11:00 AM, December 28, 2021</b>
ITB 22.1	Time and Place for Bid Opening: <b>12:30 PM</b> <b>Conference Room of Ravi Urban Development Authority, 151, Abu Bakar Block, Garden Town, Lahore.</b>

<b>BID EVALUATION</b>	
ITB 25.4	Criteria for bid evaluation: <b>Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.</b>
ITB 25.5	Single Stage Two Envelope Procedure

<b>CONTRACT AWARD</b>	
ITB 28.1	Percentage for quantity increase or decrease: <b>15% of total contract value</b>



## TECHNICAL EVALUATION CRITERIA

- (i) Valid Income Tax Registration \*Registered for at least last two (02) years.
- (ii) Valid General Sales Tax Registration (Status = Active with FBR)
- (iii) Delivered Duty Paid (inclusive of all applicable taxes & transportation charges) Price Only.
- (iv) The quoted brand must be among the top five (05) selling brands as per the latest Gartner/IDC report.**

The tender has to quote only one rate for each item as per tender specification. No alternate model or proposals or separate accessories will be accepted.

### **Technical Criteria: (70 % weightage)**

#### **(i) Financial Strength**

(Financial document / statement describing annual business (similar nature) turnover of last three (3) years (Submit related documents).

**(15 Marks max)**

Less than one million	5 Marks
1-10 million	10 marks
More than 10 million	15 Marks

#### **(ii) Experience**

Worth of projects of similar nature that include IT Equipment such as desktop computers, laptops, printers, scanners, LEDS, UPS etc. in last two (03) years (Verifiable through relevant purchase orders / contracts)

**(15 Marks max).**

15- 30 million	5 Marks
30.1- 50 million	10 Marks
50.1- above million	15 Marks

#### **(iii) Offices**

The company/ firm have offices/Workshops in big cities in Pakistan i.e., Islamabad, Lahore and Karachi shall be given preference (submit related documents)

**(10 Marks max)**

One District	5 Marks
More than one Districts	10 Marks

#### **(iv) Support Plan (After sale services)/ PCM Delivery & Installation, Warranty and Complaint Handling)**

The company/ firm should provide a most comprehensive, responsive and technology driven support plan containing chapters/ sections having support strategy and mechanism for complaint handling etc. (submit related documents)

**(15 Marks)**

#### **(v) Satisfactory Performance Certificates (SPC)**

The company/ firm who have completed similar nature of projects of required items or above specifications. The company must submit Satisfactory Performance Certificates issued by customer. (Submit Satisfactory Performance Certificates/related documents)

**(15 Marks Max)**

1-5 Certificates	05 Marks
5- 10 Certificates	10 Marks
More than 10 Certificates	15 Marks



## FINANCIAL EVALUATION CRITERIA

### Financial Criteria: 30% weightage

- (i) The proposals scoring 70% marks in Technical Proposals) will qualify for the next stage, i.e., financial opening. The company/bidder whose prices are lowest in financial opening will get the maximum marks (i.e., 30 marks) in financial evaluation using formulae given below.

$$\frac{\text{Lowest Bid} \times 30}{\text{Quoted Bid}}$$

The cumulative effect of both Technical and Financial marks shall determine the position of the bidders. The contract may be awarded to the vendor whose bid has been declared as the "Most Advantageous Bid".

### Note:

1. Verifiable documentary proof for all above requirements and criteria points are required and marks will be awarded on the basis of these verifiable proofs. Bidder must include checklist for above requirements in their bid.
2. 70% weightage will be given to the technical proposal and 30% weightage will be given to financial proposal.
3. Financial proposals of only technically qualified bidders (getting 60 marks or above) will be opened.
4. The bidder getting maximum marks on 70-30 weightage (70% for technical and 30% for financial) will be selected.





**Part-I**  
**Section-III. Schedule of Requirements**

No	DESCRIPTION	QTY
A	Servers	4
B	NAS (Network Access Storage)	2
C	Firewall – Hardware Based	2
D	Wireless Printer 3 in 1 (Printer + Scanner + Photocopier)	1
E	Wireless Printer (Black)	1
F	UPS 1KVA with Dry Batteries	10
G	IT Cabinet	1



## Part-I

### Section-IV. Technical Specifications

A	<p><b><u>SERVER SPECIFICATIONS:</u></b>          Form Factor/Height: 1 or 2U rack server or higher          Processors: 2x 2<sup>nd</sup> Generation Intel® Xeon® 2.3Ghz Scalable Processors, up to 40 Cores, up to 270W TDP or higher          Hard Drive: 8*2.5" PM1645a 800GB Mainstream SAS 12GB          Hot swap SSD or higher          Memory: 256Gb DDR4 or higher          GPUs: 2x double-width GPUs or higher          Network Interface: LOM Adapter installed in the OCP 3.0 slot, PCIe adapters or higher          Ports: Front: 1x USB 3.1 G1, 1x VGA (Optional), 1x external diagnostics handset port          Rear: 3x USB 3.1 G1, 1x VGA, 1x RJ-45 (Management), 1x serial port (Optional)          HBA/RAID Support: SW RAID standard, optional HW RAID with/without cache or 8/16-port SAS HBAs or higher          Power: Dual redundant power supplies (up to 1800W Platinum) or higher          OS Support: Microsoft, SUSE, Red Hat, VMware          VMware VMware vSAN, VMware vSphere 7</p>	4
B	<p><b><u>NAS (NETWORK ACCESS STORAGE)</u></b>          4 Case Chassis or higher          NAS HD 8Tb*4 or higher          Interface:          Gigabit Ethernet          USB 3.0          System Requirements: Windows 10, 8 or 7 operating system          MacOS Mojave, High Sierra, El Capitan, Yosemite, Mavericks or Mountain Lion Operating System          DLNA®/UPnP® or Plex-enabled devices for streaming          Router with internet connection          Supported Browsers: Internet Explorer® 10 or higher          Safari 6 or higher          Firefox 30 or higher          Google Chrome™ 31.0 or higher on supported Windows and MacOS Platform</p>	2
C	<p><b><u>FIREWALL – HARDWARE BASED</u></b></p> <ul style="list-style-type: none"> <li>• GBE RJ45 Ports 16 or higher</li> <li>• GBE+RJ45 Management/HA 1/1 or higher</li> <li>• GBE SFP Slots 8/10 GE SFP or higher</li> <li>• 10 GBE SFP+ Slots 2 or higher</li> <li>• USB Port 1 or higher</li> <li>• Console Port 1 or higher</li> <li>• Onboard Storage 1x 480 GB SSD or higher</li> <li>• IPS Throughput 5Gbps or higher</li> <li>• NGFW Throughput 3.5Gbps or higher</li> <li>• Threat Protection Throughput 3Gbps or higher</li> </ul> <p><u>System Performance and Security</u></p>	2



	<ul style="list-style-type: none"> <li>• IPv4 Firewall Throughput (1518/512/64 byte, UDP) 27/27/11 Gbps or higher</li> <li>• Firewall Latency (64 byte, UDP) 4.78 μs or higher</li> <li>• Firewall Throughput (Packet per Second) 16.5 Mpps or higher</li> <li>• Concurrent Sessions (TCP) 3Million or higher</li> <li>• New Sessions/Second (TCP) 280,000 or higher</li> <li>• Firewall Policies 10,000 or higher</li> <li>• IPsec VPN Throughput (512 byte) 13 Gbps or higher</li> <li>• Gateway-to-Gateway IPsec VPN Tunnels 2,000 or higher</li> <li>• Client-to-Gateway IPsec VPN Tunnels 16,000 or higher</li> <li>• SSL-VPN Throughput 2 Gbps or higher or higher</li> <li>• Concurrent SSL-VPN Users (Recommended Maximum, Tunnel Mode) 500 or higher</li> <li>• SSL Inspection Throughput (IPS, avg. HTTPS) 34 Gbps or higher</li> <li>• SSL Inspection CPS (IPS, avg. HTTPS) 3,500 or higher</li> <li>• SSL Inspection Concurrent Session or higher (IPS, avg. HTTPS) 3300,000 or higher</li> <li>• Application Control Throughput (HTTP 64K) 13 Gbps or higher</li> <li>• CAPWAP Throughput (HTTP 64K) 20 Gbps or higher</li> <li>• Virtual Domains (Default/Maximum) 10/10 or higher</li> <li>• High Availability Configurations Active, Active-Active, Passive, Clustering or higher</li> </ul>	
D	<p><b><u>PRINTER</u></b>            Wireless Printer 3 in 1 (Printer + Scanner + Photocopier)            print speed black up to 8 ppm            print speed color up to 5 ppm            scanner type: flatbed</p>	1
E	<p><b><u>PRINTER</u></b>            PRINT QUALITY BLACK: Fine Lines (1200 x 1200 dpi)            Print Technology: Laser 20 PPM or Above            Display: 2-line backlit LCD graphic display            Connectivity: Hi-Speed USB 2.0            Paper Handling Input: 150 sheet input tray            Paper Handling Output: 100 sheet output bin            WIRELESS CAPABILITY: Yes            Media Size Support: A4, A5, A6, B5(JIS), Oficio, Envelope (DL, C5)</p>	1
F	<p><b><u>UPS SPECIFICATIONS:</u></b>            1KVA with Dry Batteries, Surge Protection, Processor Control, Line Interactive Technology, at least 6-8 minutes backup time or higher on 70% load, 0.7 Power Factor, Serial/USB Port, Plug n Play, UPS Monitoring Software, 6-8 hours recharge time with other standard features. Eaton or APC or equivalent in quality</p>	10
G	<p><b><u>IT CABINET:</u></b>            42U IT Cabinet (600*900) Imported, with 5KVA UPS (Eaton or APC or equivalent in quality) with external batteries (maintenance free), 2*PDUs, door status sensor, smoke sensor, temperature and humidity sensor, water sensor, ground cable support, centralized monitoring            KVM Module: Rack Module LCD Console            Backup Time: 3 to 4 hours backup time on 70% load</p>	1

**Note.** The above equipment shall be installed at the location identified by the client complete in all respects with installation, testing & commissioning.



**Part-I**  
**Section-V. Bidding Forms**  
**1. Bid Submission Form**

Date: \_\_\_\_\_  
 No: \_\_\_\_\_

To: Director Procurement  
 Ravi Urban Development Authority

Dear Sir,

Having examined the bidding documents including Addenda Nos. [insert numbers or write nil if not applicable], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

**We agree to abide by this Bid for a period of 90 days** from the date fixed for Bid opening under Clause 19.1 of the Bid Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(If none, state "none")



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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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



## 2. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

---

*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



### 3. Price Schedules

Sr.	Item/Description	Specifications	Qty	Unit Price (Rs.) (with Tax)	Total Amount (Rs.) (with Tax)
1.					
2.					
3.					
4.					
<b>TOTAL AMOUNT (Rs.)</b>					

**Note:**

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. The supplier has to provide the following free of cost:
  - a) Standard Tool Kit.
  - b) Technical and Operation Manual.



**Part-II**  
**Section I. Contract Forms**  
**1. Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 21 between [name of Procuring Agency] (hereinafter called "the Procuring Agency") of the one part and [name of Supplier] of (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)





## 2. Performance Security Form

To:

[Client Address]

WHEREAS {name of Supplier} (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated 20 to supply [description of goods and services] (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Signature and seal of the Guarantors

---

{name of bank or financial institution}

---

[address]

---

[date]



## Part-II

### Section II. General Conditions of Contract

<b>1. Definitions</b>	<p>1.1 In this contract, the following terms shall be interpreted as indicated;</p> <ul style="list-style-type: none"> <li>a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li> <li>c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the contract.</li> <li>d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the contract.</li> <li>e) "GCC" means the General Conditions of Contract contained in this section.</li> <li>f) "SCC" means the Special Conditions of Contract.</li> <li>g) "The Procuring Agency" means the organization purchasing the Goods, as named in SCC.</li> <li>h) "The Procuring Agency's Country" is Islamic Republic of Pakistan.</li> <li>i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</li> <li>j) "The Project Site," where applicable, means the place or places named in SCC.</li> <li>k) "Day" means calendar day.</li> </ul>
<b>2. Application</b>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<b>3. Country of Origin</b>	<p>3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.2 The origin of Goods and Services is distinct from the nationality of the supplier.</p>
<b>4. Standards</b>	<p>4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<b>5. Use of</b>	<p>5.1 The Supplier shall not, without the Procuring Agency ' s prior</p>



<b>Contract Documents and Information; Inspection and Audit by the Procuring Agency</b>		<p>written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p>
	5.2	<p>The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the contract.</p>
	5.3	<p>Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so, required by the Procuring Agency.</p>
	5.4	<p>The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so, required by the Procuring Agency.</p>
<b>6. Patent Rights</b>	6.1	<p>The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<b>7. Performance Security</b>	7.1	<p>Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the performance security in the amount specified in SCC.</p>
	7.2	<p>The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p>
	7.3	<p>The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:</p> <ol style="list-style-type: none"> <li>a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Procuring Agency; or</li> <li>b) a cashier's or certified check.</li> </ol>
	7.4	<p>The performance security will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any</p>



		warranty obligations, unless specified otherwise in SCC.
<b>8. Inspection and Tests</b>	8.1	The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
	8.4	The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>9. Packing</b>	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
<b>10. Delivery and Documents</b>	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of



	Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2 Documents to be submitted by the supplier are specified in SCC.
<b>11. Insurance</b>	11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.
<b>12. Transportation</b>	12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring Agency's country, transport to such place of destination in the Procuring Agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
<b>13. Incidental Services</b>	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC;</p> <ul style="list-style-type: none"> <li>a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.</p>
<b>14. Spare Parts</b>	<p>14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the Procuring Agency of the pending</li> </ul> </li> </ul>



	<p>termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p>
	<p>15.2. This warranty shall remain valid for years / months as specified in SCC.</p>
	<p>15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.</p>
	<p>15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.</p>
	<p>15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of Rule 21 of RUDA Regulations 2020.</p>
<b>16. Payment</b>	<p>16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p>
	<p>16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.</p>
	<p>16.3. Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.</p>
	<p>16.4. The currency of payment is mentioned in SCC.</p>
<b>17. Prices</b>	<p>17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the</p>



	prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.
<b>18. Change Orders</b>	<p>18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:</p> <ul style="list-style-type: none"> <li>a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;</li> <li>b) the method of shipment or packing;</li> <li>c) the place of delivery; and/or</li> <li>d) the Services to be provided by the Supplier.</li> </ul> <p>18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed <b>15%</b> of the contract cost and no provisions of RUDA Regulations 2020 should be violated.</p>
<b>19. Contract Amendments</b>	19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>20. Assignment</b>	20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
<b>21. Sub-contracts</b>	<p>21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2. Subcontracts must comply with the provisions of GCC Clause 20.</p>
<b>22. Delays in the Supplier's Performance</b>	<p>22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.</p> <p>22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon</p>



	<p>as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p>
	<p>22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.</p>
<p><b>23. Liquidated Damages</b></p>	<p>23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under RUDA Procurement Regulations 2020.</p>
<p><b>24. Termination for Default</b></p>	<p>24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;</li> <li>b) if the Supplier fails to perform any other obligation(s) under the Contract; or</li> <li>c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (o) of RUDA Procurement Regulations 2020.</li> </ul> <p>24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24,</p>





**25. Force Majeure**

the Supplier shall not be liable for forfeiture of its Performance Guarantee, 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.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g., epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

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

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for



	materials and parts previously procured by the Supplier.
<b>28. Resolution of Disputes</b>	<p>28.1. After signing the contract or issuance of purchase order, The Procuring Agency 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.</p> <p>28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 62 of RUDA Procurement Regulation 2020 and in accordance with Arbitration Act-1940.</p>
<b>29. Governing Language</b>	29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
<b>30. Applicable Law</b>	30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>32. Taxes and Duties</b>	32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency.



## Part-II

### Section III. Special Conditions of Contract

#### 1. Performance Security (GCC Clause 7)

10% of the Contract Value in the shape of Bank Guarantee from any scheduled bank. Bank Guarantee will be valid for the warranty period of the equipment.

#### 2. Inspections and Tests (GCC Clause 8)

**GCC 8.1—Inspection and tests prior to supply of Goods and at final acceptance are as follows:** The Procuring Agency or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

#### 3. Packing (GCC Clause 9)

**GCC 9.2 – Packing & accessories:** The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.

#### 4. Payment (GCC Clause 16)

**GCC 16.1 & 16.3 —**The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Pak. Rupees on completely delivered goods within thirty (30) days of submission of claim supported by the acceptance certificate issued by the Procuring Agency.

#### 5. Prices (GCC Clause 17)

**GCC 17.1—Prices shall be:** Fixed.

#### 6. Liquidated Damages (GCC Clause 23)

**GCC 23.1—Applicable rate:** Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.

#### 7. Resolution of Disputes (GCC Clause 28)

**GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:**

In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

#### 8. Governing Language (GCC Clause 29)

**GCC 29.1—The Governing Language shall be:** English.