

# Standard Bidding Document

## CLOUD BASED HOSTING FOR DISASTER RECOVERY (DR) SITE OF FESCO

(Non-Consultancy Services)

National

Single Stage-One Envelope



*April 09, 2026*

*FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company  
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## PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“CLOUD BASED HOSTING FOR DISASTER RECOVERY (DR) SITE OF FESCO”**
2. The **FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, April 24, 2026 11:00 AM**. E-bids will be opened on the same day at **Friday, April 24, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at

<https://www.youtube.com/watch?v=MNW6T38v7tc>

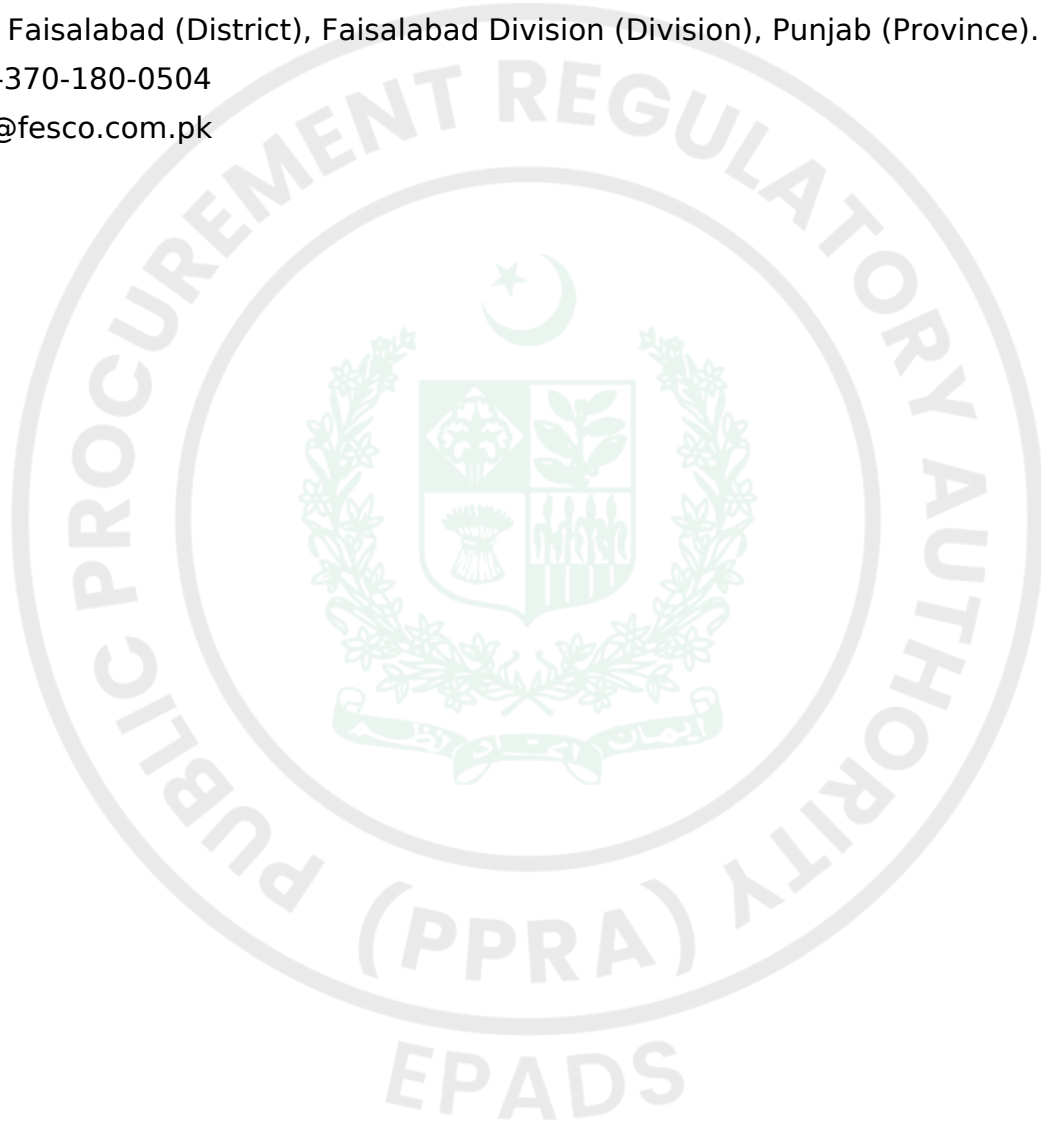
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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# Instructions to Bidders

## A. Introduction

### 1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

### 2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

### 3. Fraud & Corruption

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

### 4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

## **5. Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## **B. Bidding Documents**

## 1. Contents of Standard Bidding Document

1.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

**Section I** - Invitation to Bid

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Eligible Countries

**Section V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

**Section VI** Bidding Forms

**Section VII** Fraud & Corruption

**Section VIII - Material & Non-material deviation**

**Section IX** General Conditions of Contract (GCC)

**Section X** Special Conditions of Contract (SCC)

**Section XI** Contract Forms

1.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

## 2. Clarifications

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

2.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

### 3. Amendment of Bidding documents

3.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

## C. Preparation of Bids

### 1. Documents Constituting the Bids

1.1. The bids prepared by the bidders shall constitute the following components: -

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

### 2. Documents Establishing Eligibility of the Services and Conformity to bidding documents

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

### 3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

3.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

3.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

### 4. Form of Bid

**4.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

### 5. Bids Prices

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

## **6. Price Adjustment**

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

**6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.**

## **7. Bids Currencies**

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

## **8. Bid Validity Period**

8.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing

declaration as the case may be.

## 9. Bid Security or Bid Securing Declaration

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

9.4.3. the rejection by the Procuring Agency of all Bids;

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

9.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

**9.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

## **10. Alternative Bids by Bidders**

10.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

## **11. Withdrawal, Substitution, and Modification of Bids**

11.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

## **12. Format and Signing of Bids**

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

12.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

## D. Submission of Bids

### 1. **Submission of Bids through EPADS v2.0 before Dead deadline**

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

1.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

## E. Opening and Evaluation of Bids

### 1. **Opening & Evaluation of Bids by the Procurement Cell**

1.1. As per Rule 10 of Public Procurement Rules, 2025  
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

### 2. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

2.1. As per Rule 11 of Public Procurement Rules, 2025  
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

### 3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2025, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

### 4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2025**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

### 5. **Opening of Bids**

5.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

5.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

5.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

5.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

### 6. **Confidentiality**

6.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

6.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

## **7. Preliminary Examination of Bids**

7.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

7.1.1. meets the eligibility criteria defined in **ITB 3**;

7.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

7.1.3. is accompanied by the required securities; and

7.1.4. is substantially responsive to the requirements of the bidding document.

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

7.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

## **8. Examination of Terms and Conditions, Technical Evaluation**

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been

met without material deviation or reservation.

8.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

## 9. Correction of Errors

9.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

9.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

9.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

9.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

9.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

9.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

## 10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

## 11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24**.

11.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

11.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

11.4. The Procuring agency evaluation of a bid will take into account:

11.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

11.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

11.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

## 12. Determination of Most Advantageous Bids

12.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

### **13. Abnormally Low Financial Bids**

13.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

13.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

13.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

### **14. Rejection of Bids**

14.1. As per Rule 33 of the Public Procurement Rules, 2004

### **15. Cancellation of procurement**

15.1. As per Rule 46 of Public Procurement Rules, 2025

## **16. Single Responsive Bid**

16.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

## **17. Alternate Dispute Resolution (ADR)**

17.1. As per Rule 66 of Public Procurement Rules, 2025

## **18. Arbitration Clause**

18.1. (Appointing Authority for the Arbitrator shall be Chief Justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

## **19. Fee of the Arbitrator**

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

## **20. Socio-economic development**

20.1. As per Rule 63 of Public Procurement Rules, 2025, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

## **21. Environmental objectives**

21.1. As per Rule 64 of the Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

## **F. Award of Contract**

## 1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of the Public Procurement Rules, 2004.

## 2. Criteria of Award

2.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

## 3. Procuring Agency's Right to reject All Bids

3.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

3.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

## 4. Procuring Agency's Right to Vary Quantities at the Time of Award

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

## 5. Notification of Award

5.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

5.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

5.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

## 6. **Signing of Contract**

6.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

## 7. **Performance Guarantee**

7.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

## 8. **Advance Payment**

8.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

## 9. **Arbitration**

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

## 10. **Corrupt & Fraudulent Practices**

10.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. **Grievance Redressal & Complaint Review Mechanism**

### 1. **Constitution of Grievance Redressal**

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

### 2. **GRC Procedure**

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

## H. **Blacklisting/ Debarment**

### 1. **Procedure for Blacklisting/Debarment**

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.



## Bid Data Sheet

## Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
<b>1</b>	<b>1.1</b>	<p>Name of Procuring Agency:<b>FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))</b></p> <p>The subject of procurement is:<b>CLOUD BASED HOSTING FOR DISASTER RECOVERY (DR) SITE OF FESCO</b></p> <p>Expected commencement date: <b>Friday, May 29, 2026</b></p>
<b>2.</b>	<b>2.1</b>	<p>Financial year for the operations of the Procuring Agency:<b>2025-26</b></p> <p>Name and identification number of the Contract: <b>P11711</b></p>
<b>3.</b>	<b>4.6</b>	<p>JV/Consortium or Association Allowed: <b>Yes</b></p> <p>Number of JV/Consortium Members: <b>2</b></p>
<b>B. Bidding Documents</b>		

4.	7.1	<p>The Bidders may seek clarifications through <b>EPADS v2.0</b>: Clarification Date: Tuesday, April 21, 2026</p> <p>Pre-Bid Meeting: Friday, April 17, 2026 11:00 AM</p> <p>Venue: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad.</p>
5.	8.1	<p>Any addendum, in case issued, shall be published on <b>FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))</b> website and on <b>EPADS v2.0</b>.</p>
6.	9.1	<p>List of documents required along with the bid: No</p>
7.	11.1	<p>The qualification criteria to establish the supply / production capability of the bidder.</p> <p><i>see Eligibility Criteria</i></p>
8.	7.6	<p><b>Services and Their related documents:</b> <i>See section Required Services and Scope of Work</i></p>
9.	13.1 & 13.2	<p>Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i></p>
10.	7.6.2	<p><b>Specifications:</b> <i>see section of specifications.</i></p>
<h3>C. Preparation of Bids</h3>		
11.	13.5	<p>The price shall be <b>Fixed</b>.</p>

<b>12.</b>	<b>15.1</b>	Currency of the Bids shall be : <b>PKR</b>
<b>13.</b>	<b>16.1</b>	The Bids/Bid Validity period shall be: <b>180 Days</b>
<b>14.</b>	<b>17.1</b>	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b>  The Bid Security shall be in the form of: <b>Pay Order, Banker's Cheque, Demand Draft</b>
<b>15.</b>	<b>17.3</b>	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.
<b>16.</b>	<b>18.1</b>	Alternative Bids to the requirements of the bidding documents willnot be permitted.
<b>D. Submission of Bids</b>		
<b>17.</b>	<b>21.1</b>	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;  <b>Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</b>  Bids that are not submitted on EPADS v2.0 shall be disqualified.  The deadline for Bids submission is: <b>Friday, April 24, 2026 11:00 AM</b>

## E. Opening and Evaluation of Bids

<b>18.</b>	<b>26.1</b>	<p>The Bids opening shall take place on <b>EPADS v2.0</b>.</p> <p>Day : <b>Friday</b></p> <p>Date:<b>Friday, April 24, 2026</b></p> <p>Time : <b>11:30 AM</b></p>
<b>19.</b>	<b>32.1</b>	<p>Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b> <i>see Evaluation Criteria</i></p>

## F. Award of Contract

<b>20.</b>	<b>49.1</b>	<p>The Performance guarantee shall: <b>10.00%</b>.</p> <p>The Performance Guarantee shall be acceptable in the form of:<b>Bank Guarantee</b></p>
<b>21.</b>	<b>51.1</b>	<p>Arbitrator shall be appointed by mutual consent of the both parties.</p>

## G. Review of Procurement Decisions

<b>22.</b>	<b>53.1</b>	<p>Grievance against this procurement shall be submitted online on EPADS v2.0.</p>
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## Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	Punjab (PRA)
Company (Public Limited)	SECP
Company (Holding Company)	Registrar of Firms
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

## Evaluation Criteria

### Least Cost Based Selection (LCBS)

### Required Services

**Lot Title :** CLOUD BASED HOSTING FOR DISASTER RECOVERY (DR) SITE OF FESCO

**Bid Security :** 50000

Position	Delivery Schedule	Quantity
One time Cost for Cloud based DR-site	<b>Address:</b> Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). <b>Schedule:</b> 27 Days <b>Quantity:</b> 1	1
Recurring cost in Case of DR-Passive for 1 Year	<b>Address:</b> Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). <b>Schedule:</b> 27 Days <b>Quantity:</b> 1	1
Recurring cost in Case of DR-Active Per hour	<b>Address:</b> Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). <b>Schedule:</b> 27 Days <b>Quantity:</b> 1	1

**Related Services :**

Yes

## CLOUD BASED HOSTING FOR DISASTER RECOVERY (DR) SITE OF FESCO

Position	Related Services
One time Cost for Cloud based DR-site	Cloud based DR-site
Recurring cost in Case of DR-Passive for 1 Year	Cloud based DR-site
Recurring cost in Case of DR-Active Per hour	Cloud based DR-site

## Services Specifications

**Lot Title :** CLOUD BASED HOSTING FOR DISASTER RECOVERY (DR) SITE OF FESCO

**Position:** One time Cost for Cloud based DR-site

### Specifications / Requirements:

One time Cost				
Sr.No.	Proposed services / Description	Unit Rate in PKR without tax	Total in PKR without Tax	Total in PKR with Tax
1	Data Migration, Site establishment, Replication and Testing			
2	Other Services			

## One time Cost

Total (T1):		
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**Position:** Recurring cost in Case of DR-Passive for 1 Year

### Specifications / Requirements:

Recurring cost in Case of DR-Passive for 1 Year Sr.No. Proposed services / Description Unit Rate in PKR without tax Total in PKR without Tax Total in PKR with Tax 1 Storage including support and Bandwidth 2 Storage 2.1 Storage Machine1 (Production)= 8 TB 2.2 Storage Machine 2 (SAP Router) = 100 GB 2.3 Storage Machine 3 HCM (DB1) = 1 TB 2.4 Storage Machine 4 HCM (DB2) = 1 TB 2.5 Storage Machine 5 (HCM App) = 800 GB 2.6 Storage Machine 5 Active directory (AD) = 600 GB 3 Other Services Total (T2):

**Position:** Recurring cost in Case of DR-Active Per hour

### Specifications / Requirements:

Recurring cost in Case of DR-Active Per hour Sr.No. Proposed services / Description Unit Rate in PKR without tax Total in PKR without tax Total in PKR with Tax 1 Compute 2 Ram 3 Other Services Total (T3): Grand Total (T1+T2+T3):

## Scope of Work

DR SITE ACTIVITIES: The Vendor / supplier/ Bidder would provide DR Site planning and implementation services to FESCO. Following are some of the high-level activities, which would be performed.

Discovery Session would be conducted to find out the AS-IS state of the systems and how they are operated, including any dependencies / inter-communication / integrations with other systems. In addition, the business criticality of each system, compatibility with the DR Tool and with Hosting server would be assessed. Any risks / GAPS which can cause issues during the DR site implementation would also be identified and the recommendations to bridge those GAPS would be provided. The bidder may visit the Primary Site for sizing assessment or environment evaluation before bidding.

1. Systems Synchronization planning from on-premises to DR site, IP scheme, security requirements, VPN connectivity, and Failover steps would be performed before the commencement of actual DR site implementation activity.
2. Actual synchronization of on-premises servers/ Virtual Machines to Hosting based services. This activity time would depend upon the internet bandwidth available at the FESCO's data center but the bidder will recommend the requirement for smooth execution of the replication activity. This synchronization would remain active for the full lifespan of this DR Site.
3. DR site failover and restoration testing for critical applications / servers/ Virtual Machines (1-2 servers) would be performed so that the FESCO's team can have full understanding of DR Site working and possible failover in case there are some issues in the on-premises data center.
4. In normal state (Passive mode of DR site), only critical virtual machines (VMs) will be dumping on DR Site and in case of any disaster the DR Site will be activated from DR Site (Active mode of DR Site). Multiple VMs will be Up from DR site and Users shall be performing Real-time transactions on DR Site VMs and upon restoration the DR Site's updated VM's will Sync back to Primary Site. The same shall be tested in Test Drill activity. The same shall be performed quarterly throughout the contract period.
5. FESCO may enhance or reduce storage capacity, compute and memory at any time as per requirement during the currency of the contract.

#### KEY RESPONSIBILITIES FOR SUPPLIER / VENDOR/ BIDDER

A complete turnkey based Task / Job including Migration / synchronization from On-Premises to Hosting based services (for DR Site's establishment). FESCO shall only provide existing system access for completion of said turnkey task.

Vendor will perform quarterly test drill along with FESCO Team.

#### SCOPE OF WORK AS PER STANDARD GIVEN BELOW

- **Public Cloud Services**
- **Hybrid or multi-cloud setups**
- **Managed service providers delivering cloud operations**

#### **Certifications & Compliance**

Vendor must have at least:

- **EPI Rated-3 data center facility certification, ISO20000 ISMS certification / 27001 or higher.**
- **Provide extensive training and knowledge sharing.**

#### **Data Security Requirements:**

- **Encryption**
- **Data at rest: AES-256 or stronger**
- **Audit Readiness: Ability to generate "ready-to-use" reports for SOX, GDPR, or HIPAA audits.**
- **Forensic History: Retain logs for a minimum of 12 months in a tamper-proof format.**
- **Dash boarding: Real-time visibility into the "Security Health" of the SAP landscape**

Vendor must provide:

- **Setup SAP Enterprise Threat Detection solution for monitoring and analytics / Security Information and Event Management (SIEM) system specifically designed for SAP landscape to be setup at Primary site. FESCO team will provide the required VM**

resources in case of virtual on premises licensing applicable.

- Should be able to collect, normalize, and analyze security-related logs from SAP applications (like ECC) to detect suspicious activities and potential threats in real-time.
- The solution must be capable of ingesting and normalizing the following SAP-specific logs without degrading system performance.
- Security Audit Log (SAL), Read Access Logging (RAL), Table Logging (DBTABLOG), Change Documents, Gateway & RFC Logs, HTTP/ICM Logs, OS/DB Logs
- Vendor must have dedicated SAP security analyst with a dedicated specific SAP SOC team
- **Firewalling & micro segmentation, DDoS protection**
- **Provide User Access through IPSEC secure VPN method**
- **Logging of all ingress/egress traffic**
- **Secure API gateway**
- **Support for VPN / IPSec connectivity**
- **99.9%+ baseline availability SLA**

#### **Operational Standards**

- **Monitoring & Logging**

Vendor must provide:

- **24/7 Monitoring: Round-the-clock triage by analysts who understand SAP transaction codes (T-Codes).**
- **Monthly tuning sessions to refine SAP alerts based on business-as-usual (BAU) processes.**
- **Mapping of detections to frameworks such as MITRE ATT&CK (MITRE Adversarial Tactics/Techniques) for Enterprise and SAP Security Baseline.**
- **API logs**
- **Service logs**
- **Privileged Access & Basis Security**
- **Financial & Data Integrity**
- **Cyber-Attack Patterns**
- **System performance metrics**
- **SIEM integration**
- **Log retention: minimum 12 months**

**Incident Response:**

**Vendor must provide:**

- **SAP-specific Incident Response steps (e.g., how to lock a compromised system user or invalidate an RFC destination).**

- **Notify within 24 hours for any breach**
- **Provide RCA (Root Cause Analysis) within 72 hours**
- **Maintain evidence logs**
- **Provide incident timeline and actions taken**

### **Business Continuity & Disaster Recovery**

#### **Vendor must provide:**

- **DR plan with (Recovery Time Objective) RTO up to 4 hours**
- **Backups stored in different region**
- **Evidence of DR testing (Quarterly Test Drill)**
- **High availability architecture**
- **Data export capability at any time**

### **Contractual & Legal Requirements**

#### **Vendor contract must include:**

- **SLA uptime commitments (99.9% minimum, tier-based)**
- **Financial penalties for SLA violations**

- **Data ownership remains with the customer**
- **No hidden charges**
- **Termination & data deletion clauses**
- **Third-party subcontractor disclosure**

#### **Data retention policy**

#### **Vendor must:**

- **Comply with global privacy laws**
- **Provide DPA (Data Processing Agreement)**
- **Implement strict access controls**
- **Not use data for analytics without permission**
- **At least one copy of each machine till three (03) months after the expiry of the contract.**

#### **DR site Responsibility**

#### **Disaster Recovery**

1. Fasters RTO (Recovery Time Objective)
2. Recover from unexpected failure
3. Full site recovery

## Disaster Avoidance

1. Anticipate outages
2. Preventive failover
3. Graceful shut down ensuring no data loss

## Migration

1. Easy to use workflow migration
2. Organization Virtual Data Centers (org VDCs)
3. Ability to migrate between V-Cloud Directory (vCD) instances or within the same vCD instances

## Upgrade and Patch Testing

1. Perfect location for conducting operating system and application up grade and patch testing
2. Ensures that testing is as realistic as possible
3. Not impacting production workloads or replication

## Price Schedule

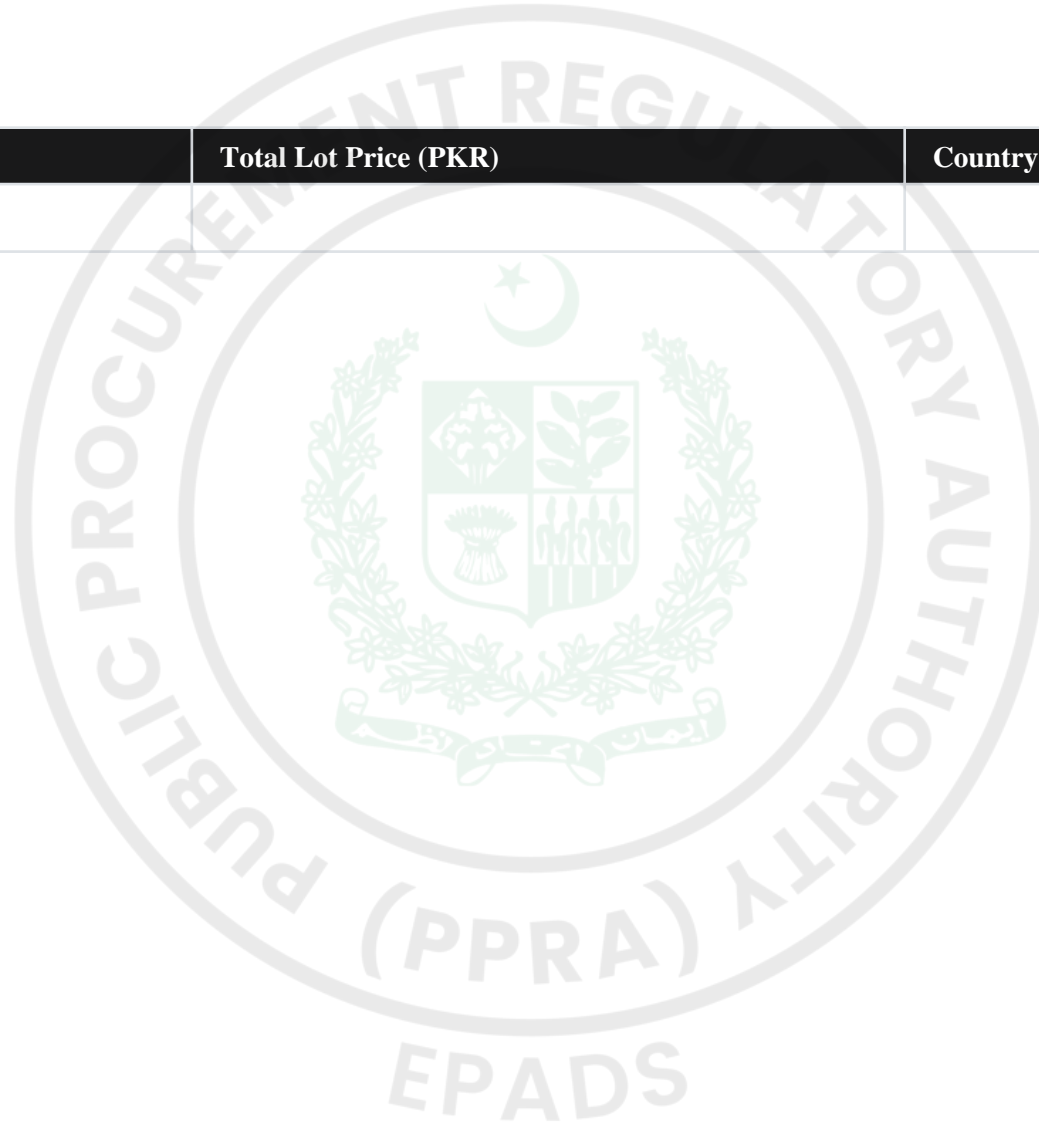
### For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
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1							
2							

**For Lots**

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		







## General Conditions of Contract

# A. General

## 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, 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 Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

## 2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

## 3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

## 5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

## 6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

# B. **Commencement, Completion, Modification, and Termination of Contract**

## 1. **Effectiveness of Contract**

1.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

## 2. Commencement of Services

2.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## 3. Program schedule

3.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

## 4. Starting Date/Expiration Date

4.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## 5. Entire Agreement

5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## 6. Modification

6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

## 7. Force Majeure

### 7.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 7.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 7.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 7.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 8. Termination

### 8.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

8.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

8.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

8.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

8.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

### 8.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

8.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

8.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

8.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

## C. Obligations of the Contractor

### 1. General

#### 1.1. Standard of Performance

1.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

#### 1.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

### 2. Conflict of Interests

#### 2.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### 2.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 2.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

2.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

2.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

2.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

### **3. Insurance to be Taken Out by the Contractor**

3.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **4. Contractor's Actions Requiring Procuring Agency's Prior Approval**

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the SCC.

### **5. Reporting Obligations**

5.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

### **6. Liquidated Damages**

#### **6.1. Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

#### **6.2. Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

### 6.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

## 7. Performance Guarantee

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

7.4. The Performance Guarantee 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 warranty obligations, unless otherwise **specified in SCC**.

## 8. Sustainable Procurement

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

## D. Contractor's Personnel

### 1. Description of Personnel

1.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

### 2. Removal and / or Replacement of Personnel

2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

2.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

### 1. Change in the Applicable Law

1.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

### 2. Services and Facilities

2.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

2.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

### 1. Contract Price

1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

### 2. Terms and Conditions of Payment

2.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

2.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

### 3. Quality Control Identifying Defects

3.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

### 4. Correction of Defects, and Lack of Performance Penalty

4.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

4.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

## 5. Settlement of Disputes Amicable Settlement

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## 6. Dispute Settlement

### 6.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



## Special Conditions of Contract

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

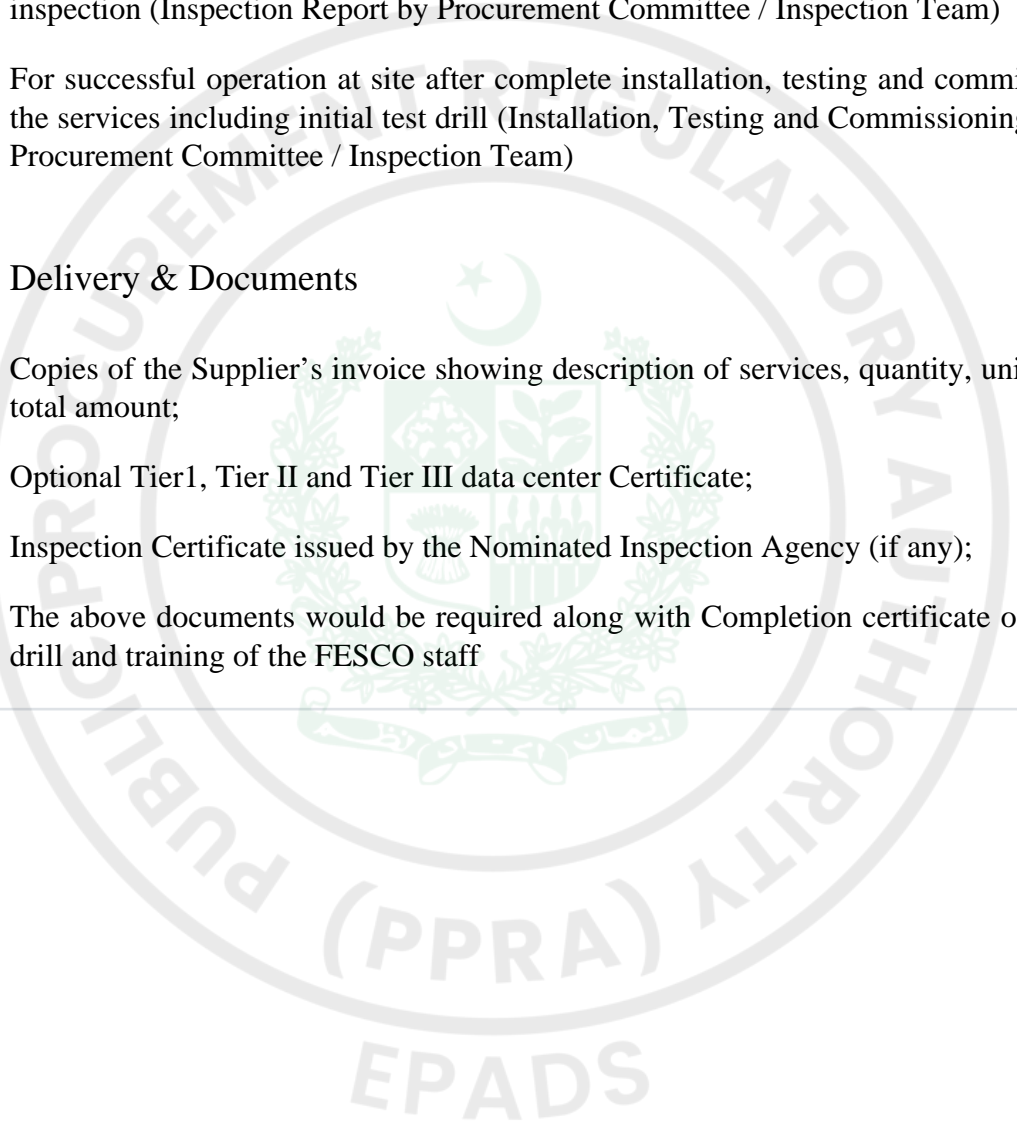
The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b>FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director GeneralFesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is:</b>CLOUD BASED HOSTING FOR DISASTER RECOVERY (DR) SITE OF FESCO</p>
<b>GCC 2</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 3</b>	<p><b>Language:</b></p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English.</b></p>

<p><b>GCC 4</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director General  Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).  +92-370-180-0504  dgit@fesco.com.pk</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p><b>GCC 6.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)),Director General  Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).  +92-370-180-0504  dgit@fesco.com.pk</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 7</b></p>	<p><b>Effectiveness of the contract</b></p> <p>The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties</p>

GCC 8	<p><b>Commencement of Contract:</b></p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>
GCC 10.2	<p><b>Expiration of Contract:</b></p> <p>The time period shall be .....</p>
GCC 14	<p><b>Termination</b></p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.</p>
GCC 16	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
GCC 20	<p><b>Liquidated Damages</b></p> <p>If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of <b>0.20%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee</p>
GCC 27	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
GCC 28	<p><b>Payment terms:</b></p> <p>Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.</p>

<b>GCC 29</b>	<p><b>Identifying Defects:</b></p> <p>The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.</p> <p><b>Inspections &amp; Tests Requirements</b></p> <p>For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)</p> <p>For successful operation at site after complete installation, testing and commissioning of the services including initial test drill (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)</p> <p><b>Delivery &amp; Documents</b></p> <p>Copies of the Supplier's invoice showing description of services, quantity, unit price, and total amount;</p> <p>Optional Tier1, Tier II and Tier III data center Certificate;</p> <p>Inspection Certificate issued by the Nominated Inspection Agency (if any);</p> <p>The above documents would be required along with Completion certificate of initial test drill and training of the FESCO staff</p>
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**Following is the guidance for Dispute Resolution**

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at



## Bid Securing Declaration

## Form 9: Bid Securing Declaration

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

Bid No.: **PI1711**

To: **FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)), Director General Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

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 be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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) twenty-eight (28) days after the expiration of our Bid.



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)), Director General Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **CLOUD BASED HOSTING FOR DISASTER RECOVERY (DR) SITE OF FESCO (P11711)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related 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 Bidder in consideration of the provision of Goods 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 Contract 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)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder: .....





Integrity Pact

## Integrity Pact

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

**Contract Number:** Contract Value: Contract Title:

Dated:

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

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

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

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

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



## Performance Guarantee Form

## Performance Guarantee Form

To: **FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)), Director General Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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: *[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



Annexure

## Technical Evaluation Criteria

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Technical Evaluation Criteria** (page number: 75)

## Financial Evaluation Criteria

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Financial Evaluation Criteria** (page number: 76)

## Payment term & conditions

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Payment term & conditions** (page number: 77)

## Special Instructions to bidder

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Special Instructions to bidder** (page number: 78)

## Financial proposal for bidder

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Financial proposal for bidder** (page number: 79)



## Procurement Forms

## Past Experience and Completed Contracts

Three years relevant experience provide proof and list of clients with contact details and work orders.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 81)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

Three years relevant experience provide proof and list of clients with contact details and work orders.

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 82)

## Current Contracts and Their Progress

Three years relevant experience provide proof and list of clients with contact details and work orders.

Bidders should have qualified staff for support and services.

Bidders should have complaint handling mechanism within committed response time that is maximum 24 hours.

Bidders must have certified resources for the solution provided.

Bidder to share names and certification of technical resources i.e. cloud certifications at least 1 person, network certification at least 1 person.

Bidder must be ISO 27001 certified. Documentary evidence to be attached.

Bidder must provide 2 factor authentication enabled on customer virtual data center (VDC)

Bidder must provide security alerts and incidents reporting

Bidder must provide IPS, IP reputation and stateful inspection with Malware inspection on public IPs.

Bidder Certifies that the proposed solution for cloud backup / synchronization especially with Sangfore, VMWare and other leading virtualization platforms.

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 84)

## Financial Capacity and Net Worth Evaluation Form

Age of company is minimum 5 years.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 85)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 87)







## Additional Forms and Documents

Sr.No.	Description	Clause
<b>Mandatory Factors:</b>		
1	Registration/Incorporation/Business Certificate and at-least three year of doing business in Pakistan	Mandatory
	Valid Necessary Tax Registrations	Mandatory
	Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry	Mandatory
	Warranty certificate (if applicable)	Mandatory
	Compliance to technical specifications of tendered goods/ Services	Mandatory
	Compliance to schedule of supplies	Mandatory
2	Age of company is minimum 5 years	Mandatory
3	Three (03) years Relevant Experience (Provide proof & List of clients with contact detail and work orders)	Mandatory
4	Bidder should have Qualified Staff for support and service.	Mandatory
5	Bidder should have Complaint handling mechanism within committed response time i.e. maximum 24 hours	Mandatory
6	Bidder must have certified resources for the solution provided to CUSTOMER. Bidder to share names and certifications of technical resources. 1. Cloud Certifications (at least 1 persons) 2. Network certification (at least 1 persons)	Mandatory
7	Bidder must be ISO-27001 Certified. Documentary evidence to be attached	Mandatory
8	Bidder must provide 2-factor authentication enabled on CUSTOMER Virtual Data Center (VDC).	Mandatory
9	Bidder must provide basic alerts and security incident reporting.	Mandatory
10	Bidder must provide IPS, IP reputation and Stateful Inspection with Malware Inspection on Public IPS	Mandatory
11	Bidder certifies that the proposed solution for cloud backup/ synchronization especially with Sangfor & VMware and other leading virtualization platforms.	Mandatory

EPADS

**Bid Financial Evaluation**

The bidder must comply with all mandatory requirements. The contract/purchase order will be awarded to the most advantageous bidder offering the lowest evaluated financial bid.



## TERMS OF PAYMENT

Payment of the items / services supplied will be made by **quarterly** directly by the O/O Chief financial officer within thirty days, from the date of receipt of invoice, on production of following documents:

- a. Invoice in triplicate having NTN.
- b. GRN (Goods Receipt Note) issued by the consignee (if any).
- c. Performance / Inspection Report (if required).
- d. Sales Tax Invoice (if not exempted) or attach exemption certificate.
- e. Non-payment certificate.
- f. Annexure "C" with submitted status
- g. Affidavit for sale tax
- h. Performance Security acceptance Certificate.
- i. Warranty Certificate (if required).
- j. Satisfactory certificate from DG (IT), that Quarterly test Drill activity is performed successfully.



## SPECIAL INSTRUCTIONS FOR BIDDERS

Respected Bidders,

Public Procurement Regulatory Authority is currently in the process of improving the e-PADS Version 2.0 system. In case you identify any errors in the bidding documents or any discrepancies in index references, you are requested to seek clarification from PPRA as well as the concerned Procuring Agency.



**FINANCIAL PROPOSAL:**

Bidder shall fill the financial proposal in following format, initially for 1 Year extendable for further 2 Years.

<b>One time Cost</b>				
<b>Sr.No.</b>	<b>Proposed services / Description</b>	<b>Unit Rate in PKR without tax</b>	<b>Total in PKR without Tax</b>	<b>Total in PKR with Tax</b>
<b>1</b>	Data Migration, Site establishment, Replication and Testing			
<b>2.</b>	Other Services			
	<b>Total (T1):</b>			
<b>Recurring cost in Case of DR-Passive for 1 Year</b>				
<b>Sr.No.</b>	<b>Proposed services / Description</b>	<b>Unit Rate in PKR without tax</b>	<b>Total in PKR without Tax</b>	<b>Total in PKR with Tax</b>
<b>1.</b>	Storage including support and Bandwidth			
<b>2.</b>	<b>Storage</b>			
<b>2.1</b>	Storage Machine1 (Production)= <b>8 TB</b>			
<b>2.2</b>	Storage Machine 2 (SAP Router) = <b>100 GB</b>			
<b>2.3</b>	Storage Machine 3 HCM (DB1) = <b>1 TB</b>			
<b>2.4</b>	Storage Machine 4 HCM (DB2) = <b>1 TB</b>			
<b>2.5</b>	Storage Machine 5 (HCM App )= <b>800 GB</b>			
<b>2.6</b>	Storage Machine 5 Active directory (AD) = <b>600 GB</b>			
<b>3.</b>	Other Services			
	<b>Total (T2):</b>			
<b>Recurring cost in Case of DR-Active Per hour</b>				
<b>Sr.No.</b>	<b>Proposed services / Description</b>	<b>Unit Rate in PKR without tax</b>	<b>Total in PKR without tax</b>	<b>Total in PKR with Tax</b>
<b>1.</b>	Compute			
<b>2.</b>	Ram			
<b>3.</b>	Other Services			
	<b>Total (T3):</b>			
	<b>Grand Total (T1+T2+T3):</b>			

**Note:** No change in above format is allowed. Bidder is directed to fill in hand writing the same table given in original issued RFP document only and submit the same along with the bid. (No separate financial need to be filled by the bidder on firm's letterhead or its re-production in any case) otherwise, bid will be rejected.

**Note:** In case of DR-Active, cost of DR-Passive + DR Active shall be considered. In case of expansion or downgrading the storage & compute, respective unit rates shall apply throughout the currency of contract. One time cost and cost of passive DR, fixed amount shall be paid as per above quoted rates while in case of active DR, cost as per actual consumption shall be paid. For Evaluation, purpose grand total will be considered. In case of any mistakes in Totals, unit rates will prevail. FESCO can increase or decrease storage at serial no.2 of DR passive above as per requirement and available budget.

All Taxes shall apply as per prevailing rates under the rules and regulation of Pakistan Government



## Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



## Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

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<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), PKR Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

## Current Contract Commitments / Contracts in Progress Form

<b>1. Name of Contract(s)</b>
<b>2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]</b>
<b>3. Value of outstanding contracts [current PKR equivalent]</b>
<b>4. Estimated Delivery Date</b>
<b>5. Average monthly invoices over the last six months (PKR/mon.)</b>

## Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\* Refer ITA 14 for the exchange rate

### 3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the *[number]* years required above; and complying with the requirements.

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<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

## Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>Annual Turnover Data</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate* (If applicable)</b>	<b>PKR equivalent</b>
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

\* Refer ITA for date and source of exchange rate.

\*\* Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.