

Standard Bidding Document

Procurement of SLA services for Hardware and software for ERP Data
Centre and LAN
(Non-Consultancy Services)

National

Single Stage-One Envelope



April 09, 2026

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PROCUREMENT NOTICE

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 **“Procurement of SLA services for Hardware and software for ERP Data Centre and LAN”**
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 **Quality and Cost Based Selection (QCBS)** 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 **Monday, April 27, 2026 02:00 PM**. E-bids will be opened on the same day at **Monday, April 27, 2026 02:30 PM**. 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>

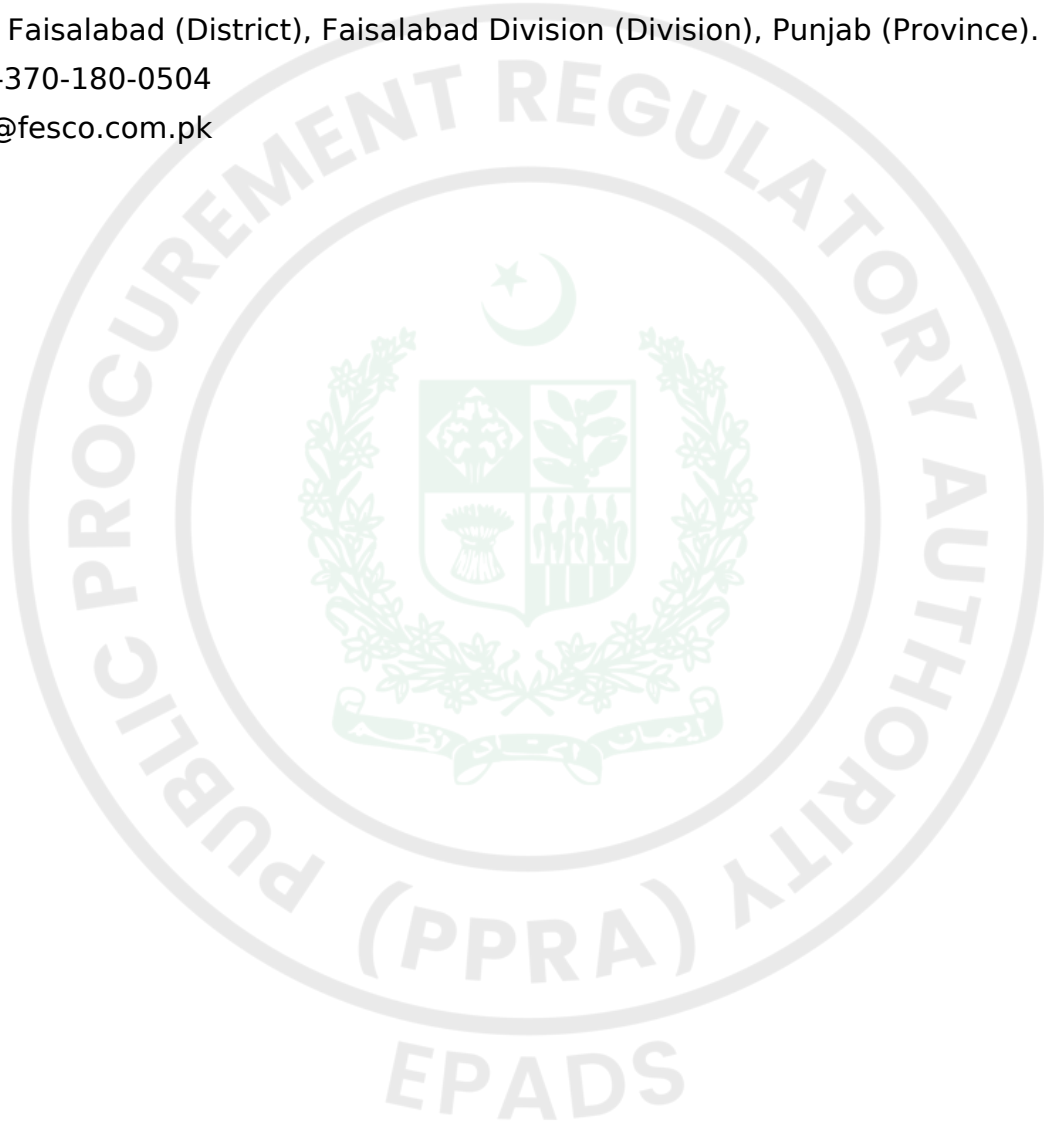
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

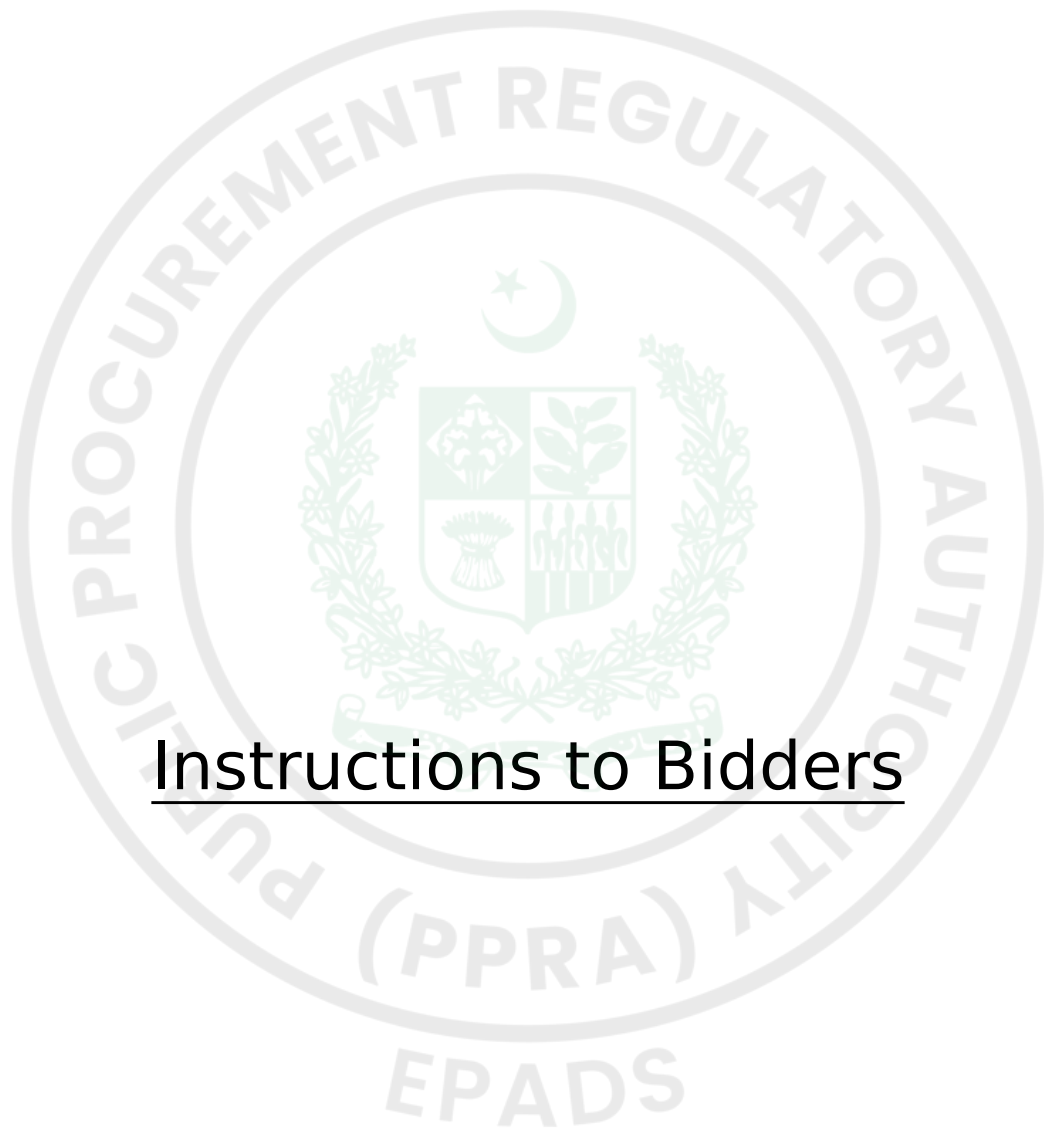
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Instructions to Bidders

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.

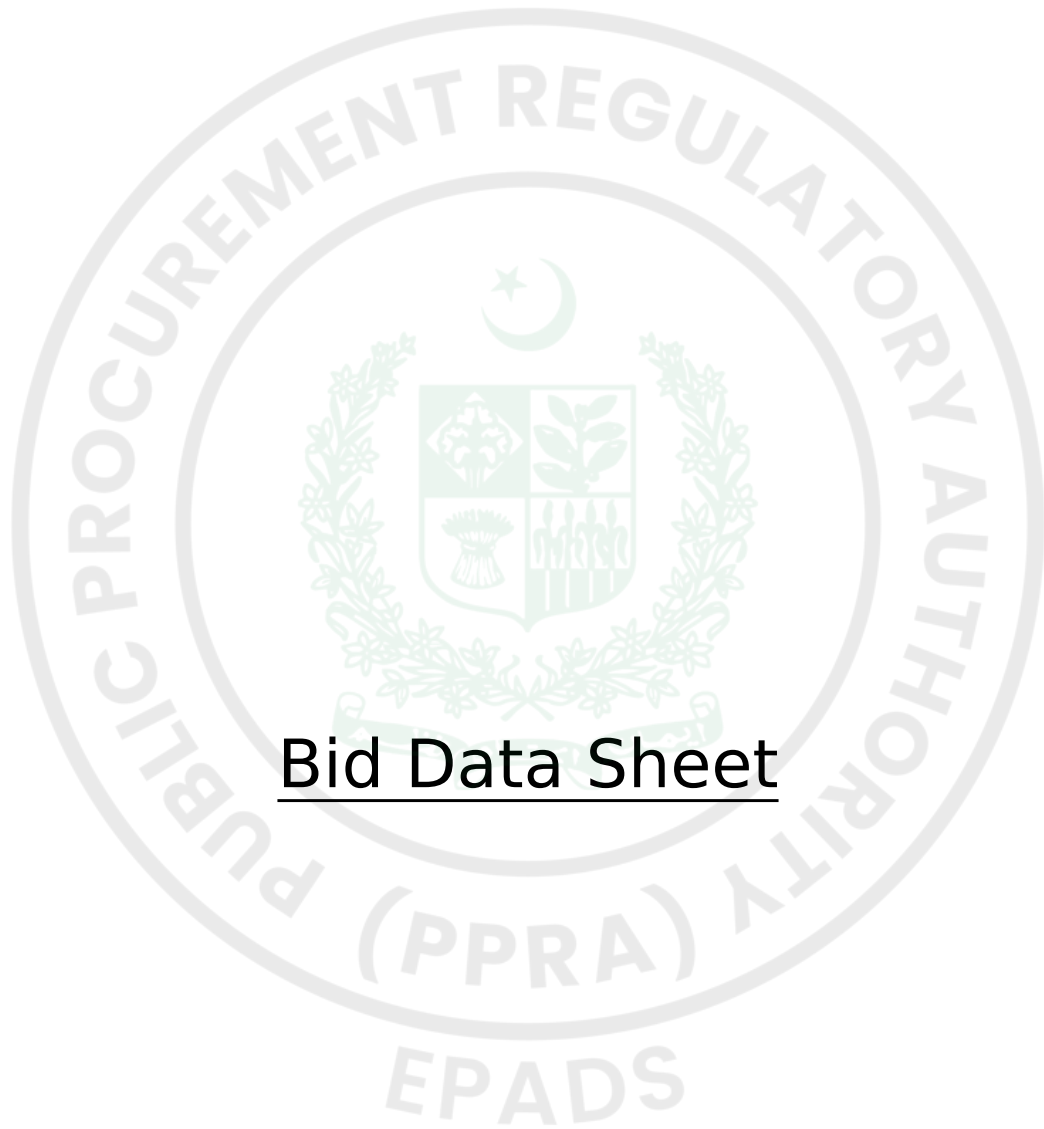
2. **GRC Procedure**

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 |
|-----------------------------|------------|--|
| A. Introduction | | |
| 1 | 1.1 | <p>Name of Procuring Agency:FESCO Computer Center Faislabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO))</p> <p>The subject of procurement is:Procurement of SLA services for Hardware and software for ERP Data Centre and LAN</p> <p>Expected commencement date: Saturday, May 30, 2026</p> |
| 2. | 2.1 | <p>Financial year for the operations of the Procuring Agency:2025-26</p> <p>Name and identification number of the Contract: P15473</p> |
| 3. | 4.6 | <p>JV/Consortium or Association Allowed: Yes</p> <p>Number of JV/Consortium Members: 2</p> |
| B. Bidding Documents | | |

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| 4. | 7.1 | <p>The Bidders may seek clarifications through EPADS v2.0: Clarification Date: Friday, April 24, 2026</p> <p>Pre-Bid Meeting: Monday, April 20, 2026 05:00 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 FESCO Computer Center Faisalabad DG(IT) MIS Directorate. (Faisalabad Electric Supply Company (FESCO)) website and on EPADS v2.0.</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>Services and Their related documents: <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>Specifications: <i>see section of specifications.</i></p> |
| <p>C. Preparation of Bids</p> | | |

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|------------------------------|-------------|--|
| 11. | 13.5 | The price shall be Fixed . |
| 12. | 15.1 | Currency of the Bids shall be : PKR |
| 13. | 16.1 | The Bids/Bid Validity period shall be: 180 Days |
| 14. | 17.1 | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6 The Bid Security shall be in the form of: Pay Order, Banker's Cheque, Demand Draft |
| 15. | 17.3 | 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. |
| 16. | 18.1 | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |

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| 17. | 21.1 | <p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p>Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: Monday, April 27, 2026 02:00 PM</p> |
| E. Opening and Evaluation of Bids | | |
| 18. | 26.1 | <p>The Bids opening shall take place on EPADS v2.0.</p> <p>Day : Monday</p> <p>Date: Monday, April 27, 2026</p> <p>Time : 02:30 PM</p> |
| 19. | 32.1 | <p>Selection technique adopted will be: Quality and Cost Based Selection (QCBS) <i>see Evaluation Criteria</i></p> |
| F. Award of Contract | | |
| 20. | 49.1 | <p>The Performance guarantee shall: 10.00%.</p> <p>The Performance Guarantee shall be acceptable in the form of: Bank Guarantee</p> |

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| 21. | 51.1 | Arbitrator shall be appointed by mutual consent of the both parties. |
| G. Review of Procurement Decisions | | |
| 22. | 53.1 | Grievence against this procurement shall be submitted online on EPADS v2.0. |



Eligibility Criteria

| Bidder's Type | Required Registration |
|---------------|---|
| Any | NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) Punjab (PRA) SECP |

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

| | |
|--|------------|
| Technical Marks | 100 |
| Passing Marks | 70 |
| Company Profile | |
| Type of company (Quantitative)(Doc Required) | 5 |
| Pvt. Limited = 05 marks Partnership = 03 marks Proprietary = 02 marks (5) | |

| | |
|--|----|
| Average Annual Turnover (Qualitative)(Doc Required) | 8 |
| Average Annual Turnover (last 03 years) equal to Rs. 200 Million or above = (08 Marks) (8) | |
| Age of Company (Qualitative)(Doc Required) | 5 |
| Minimum Age of Company should be 03 (three years) (1 mark per year) Maximum 05 marks (5) | |
| Minimum 03 (three) years' Experience with WAPDA/PEPCO/FESCO/DISCOs/NTDC or Public / Private Sector (Qualitative) (Doc Required) | 2 |
| Minimum 03 (three) years' Experience with WAPDA/PEPCO/FESCO/DISCOs/NTDC or Public / Private Sector (2) | |
| Operational Office in Faisalabad with support structure (Qualitative)(Doc Required) | 5 |
| • office in Faisalabad (02marks) • for each office other than Faisalabad (01 Marks for each) (5) | |
| Work experience with clients | |
| A list of clients to whom the bidder has done or been doing related business (Support of related Software & Hardware) during last 5 years along with work orders ,their Names, Addresses and Phone Numbers. (Qualitative)(Doc Required) | 15 |
| List is to be provided bifurcating in following slabs: □ List of each client with business amounting to Rs. 50 Million on average (05 marks per client) □ List of each client with business amounting to Rs. 20 Million on average (03 marks per client) (15) | |
| List of inventory supply experience | |

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| <p>A list of inventories provided to the clients to whom the bidder has done or been doing related business (Support of related Software & Hardware) during last 5 years along with their Names, Addresses, Phone Numbers of clients and Items Descriptions. (Qualitative)(Doc Required)</p> <p>List is to be provided bifurcating in following slabs: □ Minimum 3Hardware inventory item of same items as required for the SLA (5 marks for critical parts of each category of items i.e. Servers,switch, access point, Storages, Network) (15)</p> | 15 |
| <p>Qualified Technical Staff Except Resident Engineer (RE) of the firm</p> | |
| <p>Relevant experience of each domain ≥ 05 years or above (5 marks for each individual) Relevant experience of each domain 05 years and ≥ 3 years (2 marks for each individual) Relevant experience of each domain 03 years and ≥ 1 year(1 mark for each) (Qualitative)(Doc Required)</p> <p>Relevant experience of each domain ≥ 05 years or above (5 marks for each individual) Relevant experience of each domain 05 years and ≥ 3 years (2 marks for each individual) Relevant experience of each domain 03 years and ≥ 1 year(1 mark for each) (15)</p> | 15 |
| <p>Qualified R.E of the firm.</p> | |
| <p>Relevant experience of resident engineer (Qualitative)(Doc Required)</p> <p>Relevant experience of resident engineer ≥ 05 years or above (5 marks) Relevant experience of resident engineer 05 years and ≥ 3 years (2 marks) Relevant experience of resident engineer 03 years and ≥ 1 year (1 mark) (5)</p> | 5 |
| <p>Support and Maintenance model offered by the bidder</p> | |

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| <ul style="list-style-type: none"> • Support portal, UAN No., Complaint Matrix with committed response time and list along with schedule of preventive maintenance activities . (Qualitative)(Doc Required) • Support portal, UAN No, Complaint Matrix with committed response time and list along with schedule of preventive maintenance activities . (10) | 10 |
| Relationship level with the Parent Vendor | |
| <p>Relationship level with the Parent Vendor in case of international warranty/support for Support of the proposed solution (Parent Vendor letter of assurance will be required). (Qualitative)(Doc Required)</p> <p>a) Platinum/Tier-I (5 marks per principal) b) Gold/Tier-II (3 marks per principal) c) Silver/Reseller (2 mark per principal) (15)</p> | 15 |

Required Services

Lot Title : Commercial Summary of Critical Items (for one year) extendable further Two Years

Bid Security : 500000

| Position | Delivery Schedule | Quantity |
|----------|-------------------|----------|
|----------|-------------------|----------|

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|---|---|----------|
| <p>Dell Power Edge R940 5 Qty IBM DR Server to backup critical VMs 1 Qty IBM Chassis (with 8 Blade Servers) 1 Qty Dell Power Edge R730 4 Qty DELL EMC VNXe Storage 1 Qty IBM 1 Qty IBM TS3200 Tape Library 1 Qty APC UPS 1100 31 Qty 6 KVA UPS for D</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 5</p> | <p>5</p> |
| <p>IBM DR Server to backup critical VMs</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |
| <p>IBM Chassis (with 8 Blade Servers)</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |

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| Dell Power Edge R730 | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 4</p> | 4 |
| DELL EMC VNXe Storage | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| IBM storage | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |

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| <p>IBM TS3200 Tape Library</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |
| <p>APC UPS 1100</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 31</p> | <p>31</p> |
| <p>6 KVA UPS for Datacenter</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |

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| 10 KVA UPS for Datacenter | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| 16 KVA UPS for Datacenter | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| Dell EMC Unity 300 | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |

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| CISCO POE Adaptors | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 35</p> | 35 |
| Access Point (indoor) | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 31</p> | 31 |
| Access Point (outdoor) | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 2</p> | 2 |

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| <p>Bridge APs</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 2</p> | <p>2</p> |
| <p>CISCO Core Switches</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 2</p> | <p>2</p> |
| <p>Huawei Network switch</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 2</p> | <p>2</p> |

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| <p>Brocade switch</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 2</p> | <p>2</p> |
| <p>Cisco Router3925</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |
| <p>CISCO SFP Module</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 28</p> | <p>28</p> |

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| Cisco GLC-T Module | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 8</p> | 8 |
| Cisco Wireless Controller2 | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 2</p> | 2 |
| Fortinet 80F Firewall with License Renewal | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |

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| Fortinet 60F Firewall with license renewal | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| Huawei Firewall USG6330 | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| Cabinet 42 U | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 4</p> | 4 |

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| GSM Modem | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 2</p> | 2 |
| NTP Time server | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| Molex Australia Rack mount 12 Ports ODF loaded with SC couplers | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 14</p> | 14 |

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| <p>Molex Australia Rack mount 48 Ports ODF loaded with SC couplers</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |
| <p>Perkins Diesel Generator Rating 30 KVA Prime 33 KVA 1500RPM with Canopy</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |
| <p>Main Power Distribution Panel (Schneider Breakers)</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |

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| 4mm 3 core cable | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 250</p> | 250 |
| 35 mm 5 core cable | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 100</p> | 100 |
| Industrial Socket | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 8</p> | 8 |

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| 32 A APC RACK PDU | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 8</p> | 8 |
| ATS Panel | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| EPO (Emergency Power Off) | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |

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| <p>(Symantec End point Protection Manager) SEP-NEW-S-1-24-1Y-B Endpoint Protection, Initial Subscription License with Support, 1-24 Devices 1 YR</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 23</p> | <p>23</p> |
| <p>Solar Wind (Network Performance Monitor)</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |
| <p>Virtualization Software (Licenses required for 10 host sockets)</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |

| | | |
|--|--|----|
| Cisco Access Switch 24port | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 23</p> | 23 |
| Cisco Access Switch 48port | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 8</p> | 8 |
| Fire Detection and Fire suppression System | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |

| | | |
|------------------------------------|---|---|
| Forti Analyzer | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| Rack LCD console | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| IBM LCD Console for remote Display | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |

| | | |
|---|--|-----------|
| <p>2.5 Tb or higher Data Cartridges of Tape Library for Backup per year upon contract signing / Renewal</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 10</p> | <p>10</p> |
| <p>Cleansing Cartridges of Tape Library</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |
| <p>Vesda smoke detector filter</p> | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | <p>1</p> |

| | | |
|---------------------------|--|----|
| Resident Engineer Charges | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 1</p> | 1 |
| Patch Cord 1 Mtr | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 10</p> | 10 |
| Patch Cord 1 Mtr | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 10</p> | 10 |

| | | |
|--------------------------|--|----|
| Fiber LC Patch Cord 1Mtr | <p>Address: Fesco Computer Centre, West Canal Road, Abdullahpur, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).</p> <p>Schedule: 27 Days</p> <p>Quantity: 10</p> | 10 |
|--------------------------|--|----|

Related Services :

Yes

Commercial Summary of Critical Items (for one year) extendable further Two Years

| Position | Related Services |
|---|------------------|
| Dell Power Edge R940 5 Qty IBM DR Server to backup critical VMs 1 Qty IBM Chassis (with 8 Blade Servers) 1 Qty Dell Power Edge R730 4 Qty DELL EMC VNXe Storage 1 Qty IBM 1 Qty IBM TS3200 Tape Library 1 Qty APC UPS 1100 31 Qty 6 KVA UPS for D | SLA required |
| IBM DR Server to backup critical VMs | SLA required |
| IBM Chassis (with 8 Blade Servers) | SLA required |

| Position | Related Services |
|---------------------------|------------------|
| Dell Power Edge R730 | SLA required |
| DELL EMC VNXe Storage | SLA required |
| IBM storage | SLA required |
| IBM TS3200 Tape Library | SLA required |
| APC UPS 1100 | SLA required |
| 6 KVA UPS for Datacenter | SLA required |
| 10 KVA UPS for Datacenter | SLA required |
| 16 KVA UPS for Datacenter | SLA required |
| Dell EMC Unity 300 | SLA required |
| CISCO POE Adaptors | SLA required |



| Position | Related Services |
|----------------------------|------------------|
| Access Point (indoor) | SLA required |
| Access Point (outdoor) | SLA required |
| Bridge APs | SLA required |
| CISCO Core Switches | SLA required |
| Huawei Network switch | SLA required |
| Brocade switch | SLA required |
| Cisco Router3925 | SLA required |
| CISCO SFP Module | SLA required |
| Cisco GLC-T Module | SLA required |
| Cisco Wireless Controller2 | SLA required |



| Position | Related Services |
|---|------------------|
| Fortinet 80F Firewall with License Renewal | SLA required |
| Fortinet 60F Firewall with license renewal | SLA required |
| Huawei Firewall USG6330 | SLA required |
| Cabinet 42 U | SLA required |
| GSM Modem | SLA required |
| NTP Time server | SLA required |
| Molex Australia Rack mount 12 Ports ODF loaded with SC couplers | SLA required |
| Molex Australia Rack mount 48 Ports ODF loaded with SC couplers | SLA required |
| Perkins Diesel Generator Rating 30 KVA Prime 33 KVA 1500RPM with Canopy | SLA required |
| Main Power Distribution Panel (Schneider Breakers) | SLA required |

| Position | Related Services |
|---|------------------|
| 4mm 3 core cable | SLA required |
| 35 mm 5 core cable | SLA required |
| Industrial Socket | SLA required |
| 32 A APC RACK PDU | SLA required |
| ATS Panel | SLA required |
| EPO (Emergency Power Off) | SLA required |
| (Symantec End point Protection Manager) SEP-NEW-S-1-24-1Y-B Endpoint Protection, Initial Subscription License with Support, 1-24 Devices 1 YR | SLA required |
| Solar Wind (Network Performance Monitor) | SLA required |
| Virtualization Software (Licenses required for 10 host sockets) | SLA required |
| Cisco Access Switch 24port | SLA required |

| Position | Related Services |
|--|-------------------|
| Cisco Access Switch 48port | SLA required |
| Fire Detection and Fire suppression System | SLA required |
| Forti Analyzer | SLA required |
| Rack LCD console | SLA required |
| IBM LCD Console for remote Display | SLA required |
| 2.5 Tb or higher Data Cartridges of Tape Library for Backup per year upon contract signing / Renewal | New Required |
| Cleansing Cartridges of Tape Library | New Required |
| Vesda smoke detector filter | New Required |
| Resident Engineer Charges | Services required |
| Patch Cord 1 Mtr | New Required |

| Position | Related Services |
|--------------------------|------------------|
| Patch Cord 1 Mtr | New Required |
| Fiber LC Patch Cord 1Mtr | New Required |

Services Specifications

Lot Title : Commercial Summary of Critical Items (for one year) extendable further Two Years

Position: Dell Power Edge R940 5 Qty IBM DR Server to backup critical VMs 1 Qty IBM Chassis (with 8 Blade Servers) 1 Qty Dell Power Edge R730 4 Qty DELL EMC VNXe Storage 1 Qty IBM 1 Qty IBM TS3200 Tape Library 1 Qty APC UPS 1100 31 Qty 6 KVA UPS for D

Specifications / Requirements:

Form Factor Rack Mount Processor Intel® Xeon Platinum 8176 (28C or more cores 2.1GHz or above frequency 38 MB or more Cache/150W). CPU (Installed / Max) (4 / 4) [4 Socket Server with 4 CPU installed] (Onboard processors right from the manufacturer assembly line and should be verifiable from online service tag number). L3 Cache 33MB Chipset Intel Chipset RAM (Installed) 1536 GB (2666 MHz or Higher) (64GB x 24); each bank providing a capacity of 64 GB. Graphics Integrated Graphic Controller Hard Disk Drives 2 x 960GB SSD or Higher; read intensive Network Interface • • 4 Port 1Gbps RJ45 • • 4 Port 10Gbps SFP+ (optical) Dual Port HBA (16Gbps) - Two single port HBA will be preferred. Compatible with (EMC – Unity 300 Unified SAN) USB 2.0 Front Panel Rack Rails Included / Tool less Power Supply Dual 1100W Hot Swap with power cord or Higher System Management Support Independent remote management through graphical user interfaces. Users can access the server remotely and take full control including remote startup, shutdown, and reset, and DVD- ROM drives. The remote management should be independent of server OS. Server should support configuring and booting securely with industry standard Unified Extensible Firmware. Support mainstream operating

systems and virtualization such as Red Hat Linux, SUSE Linux Enterprise Server for SAP 12 (SP latest version) or higher, Windows Server 2012 and higher, and VMware ESXi. Accessories Rack Mount Kit and Cable Management

Position: IBM DR Server to backup critical VMs

Specifications / Requirements:

| Title | Description |
|------------|-----------------|
| IBM Server | System X3550 M3 |

Position: IBM Chassis (with 8 Blade Servers)

Specifications / Requirements:

| Title | Description |
|------------|-----------------|
| IBM chasis | Chassis 8721A1G |

Position: Dell Power Edge R730

Specifications / Requirements:

| Title | Description |
|----------------------|----------------------|
| Dell Power Edge R730 | Dell Power Edge R730 |

Position: DELL EMC VNXe Storage

Specifications / Requirements:

| Title | Description |
|---------------|---------------|
| Dell VNXe3200 | Dell VNXe3200 |

Position: IBM storage

Specifications / Requirements:

| Title | Description |
|-------------|-------------|
| IBM storage | IBM storage |

Position: IBM TS3200 Tape Library

Specifications / Requirements:

| Title | Description |
|-------------------------|-------------------------|
| IBM TS3200 Tape Library | IBM TS3200 Tape Library |

Position: APC UPS 1100

Specifications / Requirements:

APC Backup UPS 1100

Position: 6 KVA UPS for Datacenter

Specifications / Requirements:

Deutsche Power Elektra Series

Position: 10 KVA UPS for Datacenter

Specifications / Requirements:

APC

Position: 16 KVA UPS for Datacenter

Specifications / Requirements:

APC Symmetra LX

Position: Dell EMC Unity 300

Specifications / Requirements:

Storage Type True Unified (Block and File Storage). The offered storage solution must offer controllers, which micro controller code should handle both Block & File traffic. Controller Dual Redundant Active-Active Processor per array 2 x Intel 6-core, 1.6GHz NAS Headers No NAS headers required for file part. The offered storage should be true unified. Memory per array 48 GB or higher Raid Options 1/0, 5, 6 Drive Types Should have support for Flash, SSD, SAS, NL-SAS. Offered solution must support 3- Tier Solution with SSDs, SAS and NL SAS Drive Required 21 x 600GB 15K SAS 2.5 3 x 200GB Flash for Fast Cache (mirrored Cache Drives) (with mandatory One Hot Spare) Controller Interface 12Gb/s SAS RAW Storage Capacity 11.46 TB Useable Storage Capacity after RAID 5 (4+1) 7.95 TB (Client can adopt any RAID type from 1/0, 5, 6 depending upon their technical requirements, RAW Storage Capacity may need to adjust accordingly). The offered solution must support automated storage tiering across the tiers at no additional cost. Connectivity 4 x 16GB SFP per storage array Max Fast Cache 200GB Maximum LUN Size 256 TB Protocols Supported NFSv3, NFSv4, NFSv4.1; CIFS (SMB 1), SMB 2, SMB 3.0, SMB 3.02, and SMB 3.1.1; FTP and SFTP; FC, iSCSI included Software Unisphere Suite. File, Block, VVols. Snapshots. Encryption. Anti-virus. Native Replication. FAST Cache & FAST VP. Built-in protection with snapshots and asynchronous replication. Thin Provisioning Snap shot / clone functionality Remote replication support sync/a sync (at no additional

cost) Native IP based replication should be supported (at no additional cost) Web browser based Storage Management SW with GUI.
Redundant

Position: CISCO POE Adaptors

Specifications / Requirements:

CISCO POE Adaptors 56Volt

Position: Access Point (indoor)

Specifications / Requirements:

CISCO Access Point (indoor) air cap2602E-C-K9

Position: Access Point (outdoor)

Specifications / Requirements:

AIR-AP1572EAC-C-K9

Position: Bridge APs

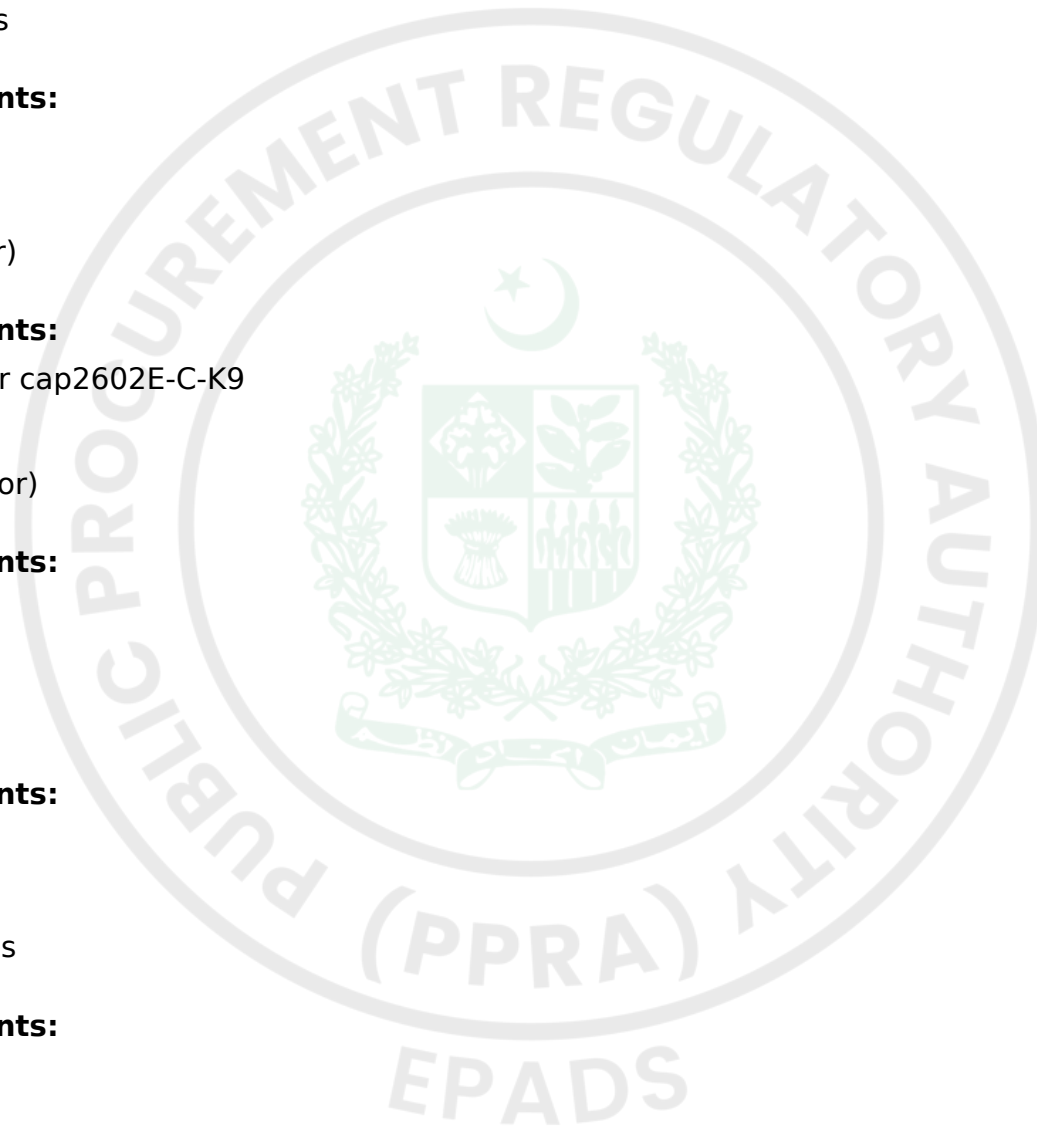
Specifications / Requirements:

Access Point (Nano Bridge)

Position: CISCO Core Switches

Specifications / Requirements:

WS-C4506-E 6 slot switch



Position: Huawei Network switch

Specifications / Requirements:

Huawei Network switch S5700-24TP-SI-AC

Position: Brocade switch

Specifications / Requirements:

Connectrix DS-6505B

Position: Cisco Router3925

Specifications / Requirements:

Cisco Router3925

Position: CISCO SFP Module

Specifications / Requirements:

GLC-LH-SMD

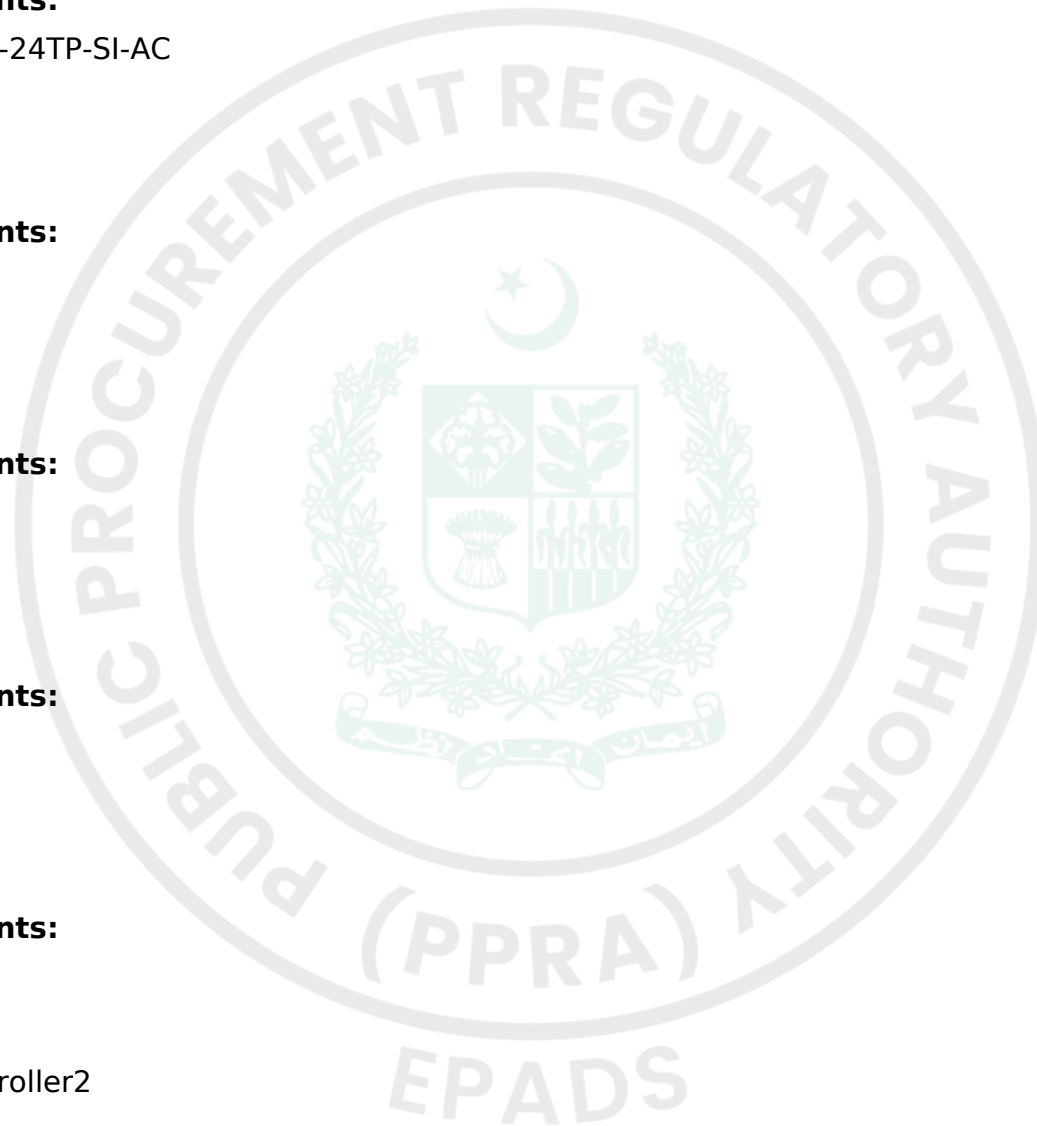
Position: Cisco GLC-T Module

Specifications / Requirements:

GLC-T

Position: Cisco Wireless Controller2

Specifications / Requirements:



AIR-CT5508-K9

Position: Fortinet 80F Firewall with License Renewal

Specifications / Requirements:

Fortinet 80F Firewall with License Renewal

Position: Fortinet 60F Firewall with license renewal

Specifications / Requirements:

Fortinet 60F Firewall with license renewal

Position: Huawei Firewall USG6330

Specifications / Requirements:

Huawei Firewall USG6330

Position: Cabinet 42 U

Specifications / Requirements:

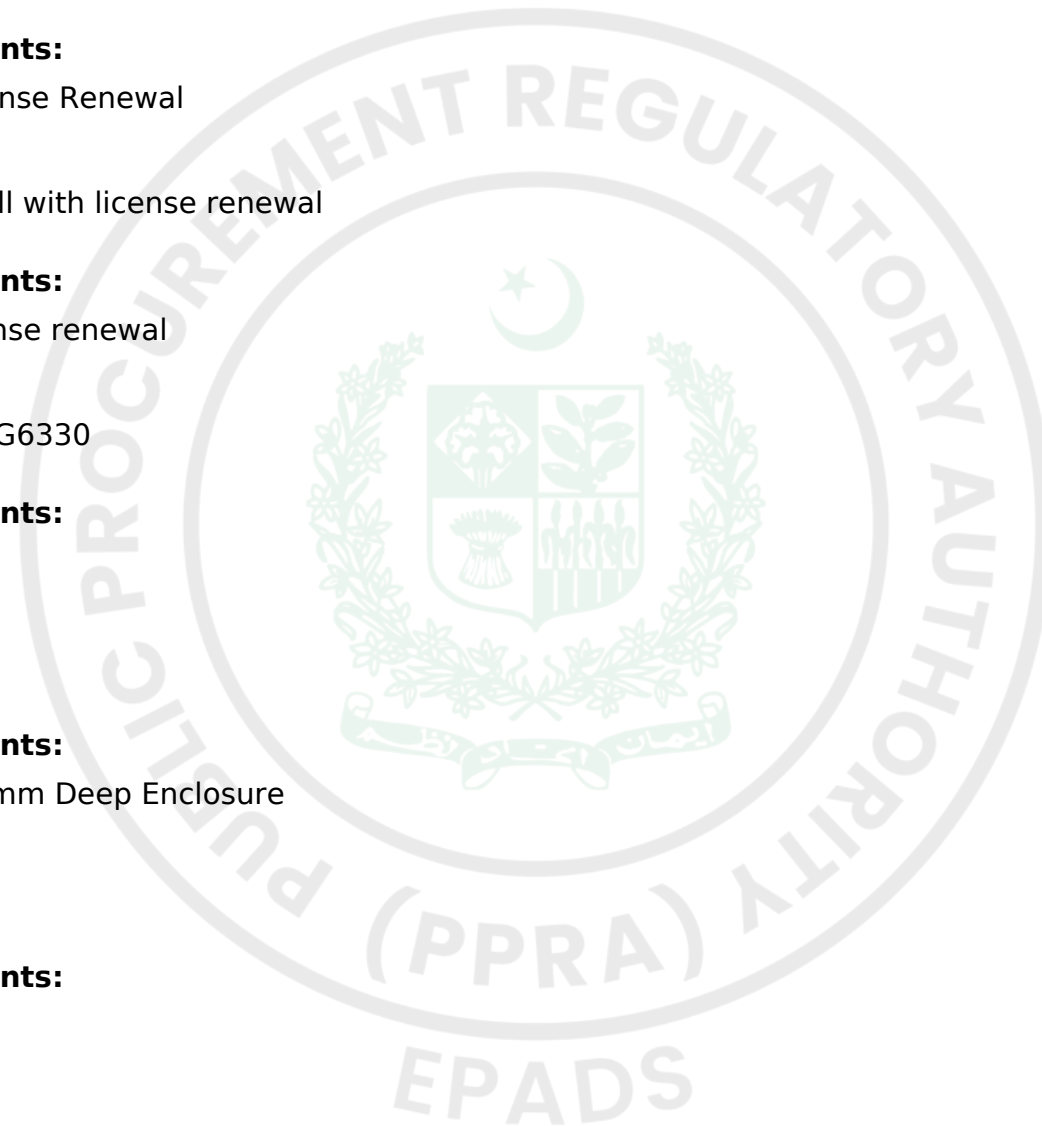
APC 42U Rack 600mm x1070mm Deep Enclosure

Position: GSM Modem

Specifications / Requirements:

Huawei E1550

Position: NTP Time server



Specifications / Requirements:

Cove GPS Clock CT-GPS2003S

Position: Molex Australia Rack mount 12 Ports ODF loaded with SC couplers

Specifications / Requirements:

Molex Australia Rack mount 12 Ports ODF loaded with SC couplers

Position: Molex Australia Rack mount 48 Ports ODF loaded with SC couplers

Specifications / Requirements:

Molex Australia Rack mount 48 Ports ODF loaded with SC couplers

Position: Perkins Diesel Generator Rating 30 KVA Prime 33 KVA 1500RPM with Canopy

Specifications / Requirements:

Perkins Diesel Generator Rating 30 KVA Prime 33 KVA 1500RPM with Canopy Perkins EU

Position: Main Power Distribution Panel (Schneider Breakers)

Specifications / Requirements:

Main Power Distribution Panel (Schneider Breakers)

Position: 4mm 3 core cable

Specifications / Requirements:

RH07RNFTop cable

Position: 35 mm 5 core cable

Specifications / Requirements:

RH07RNFTop cable

Position: Industrial Socket

Specifications / Requirements:

Clipsal 32 A

Position: 32 A APC RACK PDU

Specifications / Requirements:

APC basic PDU

Position: ATS Panel

Specifications / Requirements:

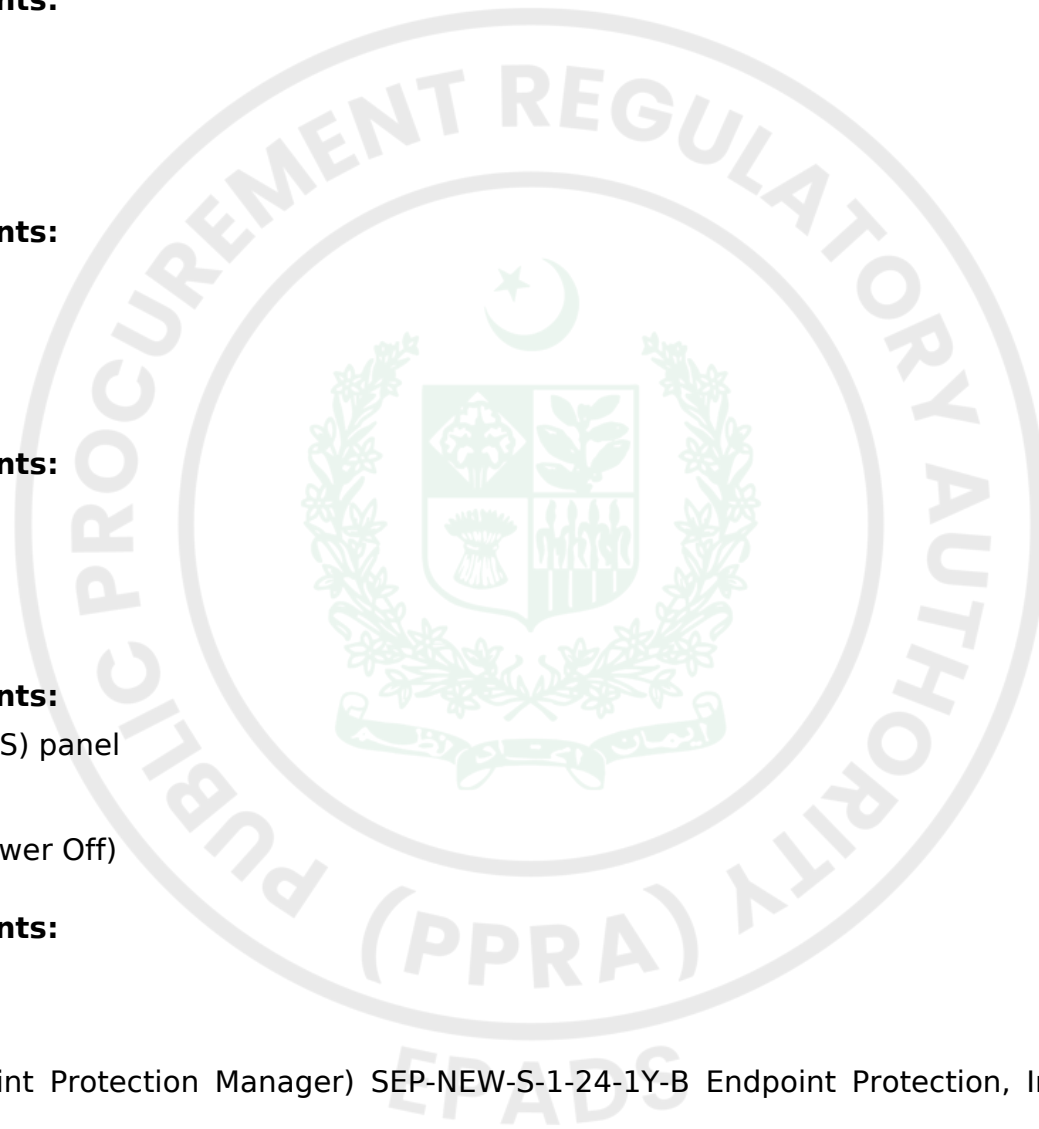
Automatic Transfer Switch (ATS) panel

Position: EPO (Emergency Power Off)

Specifications / Requirements:

Emergency Power Off switch

Position: (Symantec End point Protection Manager) SEP-NEW-S-1-24-1Y-B Endpoint Protection, Initial Subscription License with Support, 1-24 Devices 1 YR



Specifications / Requirements:

License Renewal Required from 16.09.2025

Position: Solar Wind (Network Performance Monitor)

Specifications / Requirements:

Solar Wind (Network Performance Monitor) license renewal required from 16.09.25

Position: Virtualization Software (Licenses required for 10 host sockets)

Specifications / Requirements:

support required after expiry of existing support / warranty i.e. 25.11.2026

Position: Cisco Access Switch 24port

Specifications / Requirements:

Cisco Access Switch 2960 24port

Position: Cisco Access Switch 48port

Specifications / Requirements:

Cisco Access Switch 2960 48 port

Position: Fire Detection and Fire suppression System

Specifications / Requirements:

| Sr. | Description | Unit |
|-----|-------------|------|
|-----|-------------|------|

| No. | | | |
|-----|--|----|------|
| A | Fire Detection and FM200 Fire suppression System | | |
| 1 | 32L / Equivalent Size SAPPHIRE 25bar container assembly (DOT) for DC | 1 | each |
| 2 | FM200 fluid per kg | 25 | each |
| 3 | 23L / Equivalent Size SAPPHIRE 25bar container assembly (DOT) for Power Room | 1 | each |
| 4 | FM200 fluid per kg | 15 | each |
| 5 | Supervisory pressure switch - standard (open on fall) - 25bar | 2 | each |
| 6 | Electrical actuator- standard (suppression diode) | 2 | each |
| 7 | Local manual actuator | 2 | each |
| 8 | 50 mm discharge hose | 2 | each |
| 9 | 23/32/52/106/147/180 liter container bracket (strap style) | 2 | each |
| 10 | SAPP. Cont. label Hygood (European) 23/32/106/147 /180litre - English | 2 | each |
| 11 | Brass nozzle - 360 degree NPT | 2 | each |
| 12 | SAPPHIRE door caution plate (no lock off) - English | 2 | each |
| 13 | SAPP. Door caution plate (lock off) - English | 2 | each |
| 14 | SAPP. Manual release caution plate - English | 2 | each |
| B | VESDA (Supply Part) | | |
| 1 | VESDA VLF Detector single pipe | 1 | each |
| 2 | VESDA PSU for VLF250 | 1 | each |

| | | | |
|---|--|---|------|
| C | Fire Suppression control panel (Supply Part) | | |
| 1 | Supply of Conventional Fire suppression control panel 3 zone with batteries. | 2 | each |
| 2 | Supply of C65 optacl smoke detector with base | 6 | each |
| 3 | Supply of Conventional Manual call point break glass | 2 | each |
| 4 | Supply of Sounder with strobe light Conventional type | 2 | each |
| 5 | Supply of 6" Bell Conventional type | 2 | each |
| 6 | Supply of Relay for AC shout Down | 1 | each |
| 7 | Abort Switch and Hold switch | 2 | each |
| | Total: | | |

Position: Forti Analyzer

Specifications / Requirements:

Forti Analyzer License

Position: Rack LCD console

Specifications / Requirements:

APC Rack LCD console for remote display

Position: IBM LCD Console for remote Display

Specifications / Requirements:

IBM LCD Console

Position: 2.5 Tb or higher Data Cartridges of Tape Library for Backup per year upon contract signing / Renewal

Specifications / Requirements:

Data Cartridges of Tape Library

Position: Cleansing Cartridges of Tape Library

Specifications / Requirements:

Cleansing Cartridges

Position: Vesda smoke detector filter

Specifications / Requirements:

Vesda smoke detector filter

Position: Resident Engineer Charges

Specifications / Requirements:

Residential Engineer Services

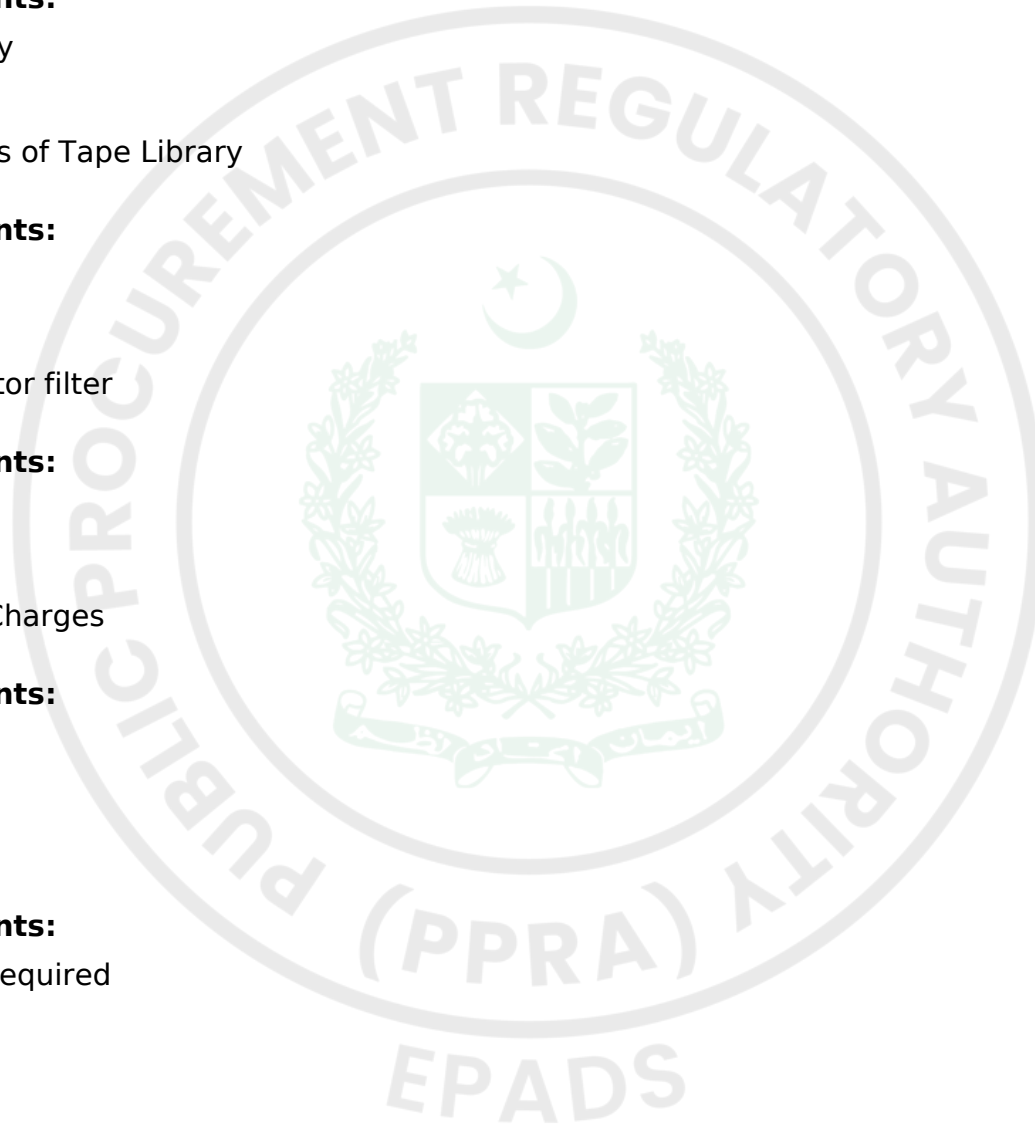
Position: Patch Cord 1 Mtr

Specifications / Requirements:

UTP Cat-6 (Copper-23G) New required

Position: Patch Cord 1 Mtr

Specifications / Requirements:



UTP Cat-6 (Copper-23G) New required

Position: Fiber LC Patch Cord 1Mtr

Specifications / Requirements:

NewRequired

Scope of Work

SLA required for support and maintenance of items provided in the RFP.

The Support & Maintenance services are required for One (01) year extendable further up to Two (02) Years. The Bidder shall provide list of critical items (as mentioned in table, list of critical items as backup) to be stored/ maintained locally (especially the inventory of Data center) at purchaser's site for smooth execution of tasks and meeting the deadlines defined in this document for support services. The same list with FESCO shall be inspected before first payment defined by DG (IT). All kind of licenses required international support will be renewed for whole year and from Last renewal date; irrespective of its no. of renewal fall under the period of contractor's period. If licensing policy changes by the Principal, it would be bidder responsibility to renew licenses as per new licensing model transparently with in constitution with PA and principal vendor, bidder will take PA in confidence in time. The number of Licenses may be increased or decreased at the time of renewal after written intimation in timely manner and in case the principal discontinues the product or abnormally raises the prices or changing the product or its licensing model or plan or any terms that are not acceptable to PA and or beyond the control of PA in same price. The New product option will be pure discretion of PA, but will provide alternate product dually accepted by PA in same price. The new product option will be pure discretion of Pa either to get alternate product or deduct price and charge LD as appropriate. The transition from old to new will be core responsibility of bidder.

HIGH LEVEL SCOPE OF WORK

Following is the high-level scope of work but not limited to:

- Preventive Maintenance as per schedule given in this RFP
- Troubleshoot the reported/identified issues
- Warranty replacement of parts.
- Provide backup equipment in case of there is delay in warranty equipment.
- The vendor will be responsible for up-gradation of existing software and hardware equipment.
- Deployment of new server, switches or hardware will be vendor responsibility.
- Configuration of all switches /equipment or hardware will be vendor responsibility.
- Integration of all servers, storages and other equipment like tape drive and switches will be vendor responsibility.
- Events logging, handling, troubleshooting and its documentation.
- Network troubleshooting and administering
- Optional International recognized training /Certification, CCNA/ CCNP/Huaweito FESCO staff free of cost to enable them to resolve maximum issues at 1st level.
- Co-ordination with other vendors to accomplish the tasks and resolve disputes with proven documentation.
- Escalating the events and tracking.
- Monitoring of network and Data Centre (Landscape).
- Configuration/ routing switching as per traffic, its updating and documentation of network diagrams and configurations as required by FESCO time to time.

- Splicing of fiber cable, restating the hard/soft digging, man wholes etc.
- Proposing solutions for the betterment of FESCO like Tech Refresh for better performance and cost saving.
- Shifting of Cabinets, troubleshooting and fixing of power issued in data Centre, power Panels and Generator.

Any other assignment assigned by FESCO time to time

Note: The Bidder shall provide following critical items as backup, annually (either any inventory damaged in each quarter or not) the list of critical items to be stored/ maintained locally (especially the inventory of Data center).

| LSIT OF CRITICAL ITEMS AS BACKUP (Annual basis) | | |
|--|---|-------------|
| Sr. No. | Items Description | Qty. |
| 1. | cisco2960 24-port or higher Model compatible with existing infrastructure | 01 |
| 1. | 03 Nos. of (CISCO Access points along with adapters) compatible with existing wireless controller | 03 |
| 1. | Cartridges (for Tap library) | 10 |

| | | |
|----|-----------------------|----|
| 1. | Vesda smoke detector | 01 |
| 1. | 12V, 100A Dry Battery | 01 |
| 1. | 12v, 7A Dry Battery | 10 |
| 1. | Lc cables (1Mtr) | 05 |

All faulty and replaced items shall be the property of FESCO. The bidder shall be required to inspect the items prior to their replacement.

Price Schedule

For Individual Positions

| # | Position Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|----------------|----------|------------------|-------------------|-------------------|------------------------|-------------------|
| 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.

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|----------------------------|---|
| | <p>Definitions</p> <p>The Procuring Agency is: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>The Supplier is:</p> <p>The title of the subject procurement is:Procurement of SLA services for Hardware and software for ERP Data Centre and LAN</p> |
| GCC 2 | <p>Applicable/Governing Law:</p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p> |
| GCC 3 | <p>Language:</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 English.</p> |

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| <p>GCC 4</p> | <p>Notices:</p> <p>The addresses for the notices are:</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>GCC 6.1</p> | <p>The Authorized Representatives are:</p> <p>For the 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>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p> |
| <p>GCC 7</p> | <p>Effectiveness of the contract</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>Commencement of Contract:</p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p> |
| GCC 10.2 | <p>Expiration of Contract:</p> <p>The time period shall be</p> |
| GCC 14 | <p>Termination</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>Conflict of Interest:</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>Liquidated Damages</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 0.20% to 10.00% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p> |
| GCC 21 | <p>Performance Guarantee:</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>Currency of Payment:</p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p> |
| GCC 28 | <p>Payment terms:</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> |

| | |
|---------------|---|
| GCC 29 | <p>Identifying Defects:</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>Inspections & Tests Requirements</p> <p>For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)</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 equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)</p> <p>Delivery & Documents</p> <p>Copies of the packing list identifying contents of each package;</p> <p>Manufacturer's or Supplier's Valid Warranty Certificate;</p> <p>Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;</p> <p>The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock</p> |
|---------------|---|

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.: **PI5473**

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., **Procurement of SLA services for Hardware and software for ERP Data Centre and LAN (P15473)** 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

[name of bank or financial institution]

[address]

[date]



Annexure

Technical & Financial Evaluation

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Technical & Financial Evaluation** (page number: 109)

Special instructions for bidders

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Special instructions for bidders** (page number: 110)

Commercial Summary of Critical Items

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Commercial Summary of Critical Items** (page number: 111)

FESCO General & special conditions of the contract

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **FESCO General & special conditions of the contract** (page number: 114)

Preventive maintenance Schedule

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Preventive maintenance Schedule** (page number: 137)

Payment Terms and conditions

Upload Technical Document

Document Required

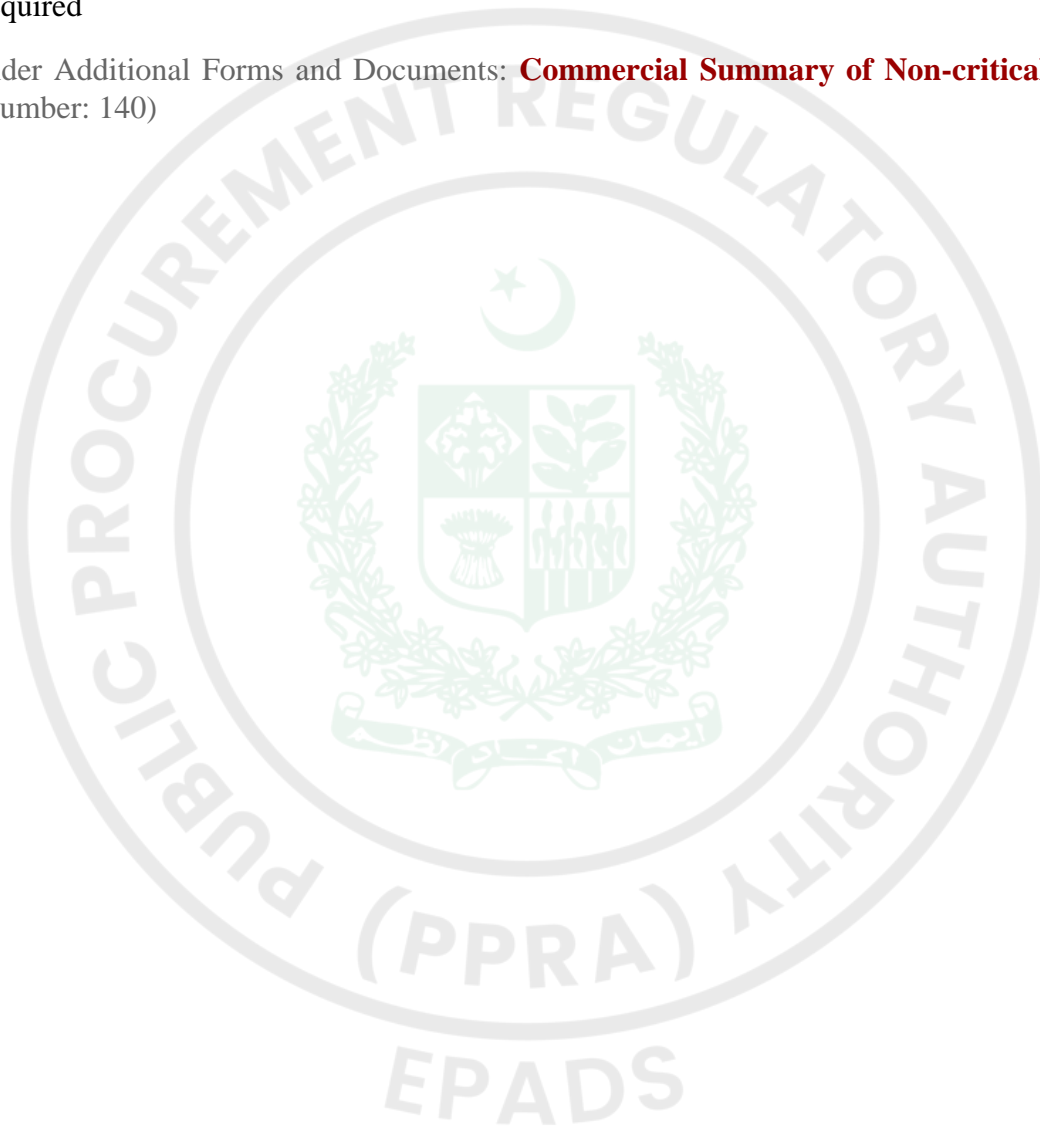
See Form Under Additional Forms and Documents: **Payment Terms and conditions** (page number: 139)

Commercial Summary of Non-critical Consumable items

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Commercial Summary of Non-critical Consumable items** (page number: 140)





Procurement Forms







Additional Forms and Documents

Technical & Financial Evaluation:

- i. The total points for bid evaluation are 100 out of which the technical bid will carry 30 % points and financial will be weighed 70 % points.
- ii. Technical bids will be evaluated as per given criteria. The bidder will be declared technically qualified if score of technical factors is 70% or more.
- iii. The maximum points of financial bids will be allotted 70 to the lowest price bid that is opened and compared among those invited firms which obtain the threshold points in the evaluation of the technical component. All other price bids will receive points in inverse proportion to the lowest price; **For example**
 - a) Bidders W, X, Y and Z achieved the technical score 75, 85, 99 and 70 out of 100 respectively.

Total Bid Price without taxes of W, X, Y and Z are 880, 798, 950 and 650 respectively of **fixed items and 100, 250, 150, 200 of consumable item respectively**

TECHNICAL AND FINANCIAL EVALUATION FORMULA (ABOVE EXAMPLE)

| Bidder Name | Technical Score (70% Passing score) | Technical Points (Weighted) | Financial Bid Price | Financial Proposal Points (Weighted) | Final Merit Points | Final Results |
|-------------|-------------------------------------|-----------------------------|---------------------|--------------------------------------|--------------------|------------------------|
| Column Name | A | B | C | D | E | F |
| Formula | | =A x 30 / 100 | Bid Price | =(Lowest C / C) X 70 | =B + D | Highest E Column |
| W | 75 | 22.5 | 880+3(100)=1180 | 70 | 92.5 | 1 st Winner |
| X | 85 | 25.5 | 798+3(250)=1548 | 53 | 78.5 | 4 th |
| Y | 99 | 29.7 | 950+3(150)=1400 | 59 | 88.7 | 2 nd |
| Z | 70 | 21 | 650+3(200)=1250 | 66 | 87 | 3 rd |

EPADS

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.



| Sr. No. | Brand | Item | Part | Warranty | Qty. | Unit Price Without Taxes | Total Price per Annum without Taxes | Total Price per Annum with Taxes |
|------------------------|-------------------------------|----------------------------------|------|-----------------------|------|--------------------------|-------------------------------------|----------------------------------|
| | | | | Local / International | | (in PKR) | (in PKR) | (in PKR) |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Hardware | | | | | | | | |
| A Servers | | | | | | | | |
| 1 | DELL server | Server | | Local | 5 | | | |
| 2 | IBM | Blade Servers Along with Chassis | | Local | 8 | | | |
| 3 | IBM | Rack server | | Local | 1 | | | |
| B Storage | | | | | | | | |
| 4.1 | EMC/Dell | Storages Dell EMC Vnxe3200 | | Local | 1 | | | |
| 4.2 | EMC/Dell | Storages DELL unity 300 | | Local | 1 | | | |
| 4.3 | IBM | Storages | | Local | 1 | | | |
| C Tape Library | | | | | | | | |
| 5.1 | IBM | IBM TS3200 Tape Library | | Local | 1 | | | |
| D UPS | | | | | | | | |
| 6.1 | APC (1kVA) | | | Local | 33 | | | |
| 6.2 | Deutsche Power Elektra Series | 6 KVA UPS for Datacenter | | Local | 1 | | | |
| 6.3 | APC | 10 KVA UPS for Datacenter | | Local | 1 | | | |
| 6.4 | APC Symmetra LX | 16 KVA UPS for Datacenter | | | 1 | | | |
| E POE Adaptors | | | | | | | | |
| 7.1 | Cisco | POE Adaptors | | Local | 35 | | | |
| F Access points | | | | | | | | |
| 8.1 | Cisco | Access Point (indoor) | | Local | 31 | | | |

| | | | | | | | | |
|------------------------------|---------------------------------------|-------------------------------------|--|---------------|----|--|--|--|
| 8.2 | Cisco | Access Point (outdoor) | | Local | 2 | | | |
| 8.3 | Bridge APs | Access Point (Nano Bridge) | | Local | 2 | | | |
| G Core Switches | | | | | | | | |
| 9.1 | Cisco | Core Switches | | Local | 2 | | | |
| 9.2 | Huawei | switch | | Local | 2 | | | |
| 9.3 | Dell | Brocade switch | | Local | 2 | | | |
| 9.4 | Cisco | Router | | Local | 1 | | | |
| H SFP module List | | | | | | | | |
| 10.1 | Cisco | SFP Module | | Local | 28 | | | |
| I GLC module List | | | | | | | | |
| 11.1 | Cisco | GLC Module | | Local | 8 | | | |
| J Wireless controller | | | | | | | | |
| 12.1 | Cisco | Wireless Controller | | Local | 2 | | | |
| K Firewalls | | | | | | | | |
| 13.1 | Fortinet | 80-F | | International | 1 | | | |
| 13.2 | Fortinet | 60-F | | International | 1 | | | |
| 13.3 | Huawei | Huawei USG6330 | | Local | 2 | | | |
| L Misc. Items | | | | | | | | |
| 14.1 | Huawei | Modem | | Local | 1 | | | |
| 14.2 | Huawei | GSM Modem | | Local | 2 | | | |
| 14.3 | Cove | NTP time server | | Local | 1 | | | |
| 14.4 | Fire detection and suppression system | | | Local | 1 | | | |
| 14.5 | Patch Cord 1 Mtr | UTP Cat-6 (Copper-23G) New required | | Local | 10 | | | |
| 14.6 | Patch Cord 3 Mtr | UTP Cat-6 (Copper-23G) New Required | | Local | 10 | | | |
| 14.7 | Fiber LC Patch Cord 1Mtr | New Required | | Local | 10 | | | |
| M Console List | | | | | | | | |

| | | | | | | | | |
|---|--|-----------|---------------|-------|----|--|--|--|
| 15.1 | 17 inch LCD Console | | | Local | 1 | | | |
| 15.2 | IBM LCD Console | | | Local | 1 | | | |
| N | Generator | | | | | | | |
| 16.1 | Perkins | Generator | | Local | 1 | | | |
| O | Supply of Cartridges for Tape Library | | | | | | | |
| 17.1 | 2.5 Tb or higher Data Cartridges of Tape Library for Backup per year upon contract signing / Renewal | | | | 10 | | | |
| 17.2 | Cleansing Cartridges of Tape Library | | | | 1 | | | |
| 17.3 | Vesda smoke detector filter | | | | 1 | | | |
| O | Electrical Work including power panels, change overs and etc. | | | | | | | |
| Services | | | | | | | | |
| 18.1 | Resident Engineer Charges | | | | 1 | | | |
| Any other charges | | | | | | | | |
| Software Support | | | | | | | | |
| P | Renewal of software Licenses / Support | | | | | | | |
| 19.1 | Symantec End point | Antivirus | International | | 23 | | | |
| 19.2 | Orion Solar Wind | NMS | International | | 1 | | | |
| 19.3 | Virtualization Software | | International | | 10 | | | |
| Total: | | | | | | | | |
| Grand Total: Hardware + software | | | | | | | | |
| Note: The bidder shall also submit prices for hardware and software strictly in the tables provided above for the Record of Procuring Agency. The completed tables, duly filled in and handwritten, shall be uploaded on the ePADS portal along with the Technical Bid. Submission of prices in any other format or manner shall not be accepted and shall result in rejection of the bid | | | | | | | | |

SECTION-VI: GENERAL CONDITIONS OF CONTRACT (GCC)

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|------------------------------|-----|--|
| 1. Contract Documents | 1.1 | Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be corrective, complementary, and mutually explanatory |
| 2. Corrupt Practices | 2.1 | The Purchaser requires bidders and contractors to observe the highest standard of ethics during the execution of such contracts. |
| | (a) | The following definitions apply: “Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract. |
| | | “Collusive practice” means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a procurement process or the execution of a contract; |
| | | “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; |
| | (b) | The Purchaser will reject a proposal for award if determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practice in competing for the Contract. |
| 3. Interpretation | 3.1 | In this Contract unless a contrary intention is evident: |
| | (a) | The clauses headings are for convenient reference only and do not form part of this contract. The headings shall not limit, alter or affect the meaning of this Contract; |
| | (b) | Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; |
| | (c) | Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; |
| | (d) | A word in the singular includes the plural and a word in the plural includes the singular; |
| | (e) | A word imparting a gender includes any other gender; |
| | (f) | A reference to a person includes a partnership and a body corporate; |
| | (g) | A reference to legislation includes legislation repealing, replacing or amending that legislation; |
| | (h) | Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings; |
| | (i) | In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this Contract hereof shall prevail |

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| | 3.2 | <p>Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> |
| | 3.3 | <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> |
| | 3.4 | <p>Non-Waiver</p> <p>(a) Subject to GCC Clauses 32 and 34 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> |
| | 3.5 | <p>Severability</p> <p>If any provision invalid or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> |
| 4. Language | 4.1 | <p>The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Purchaser, shall be written in English. Supporting documents and printed Literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the contract, this translation shall govern.</p> |
| | 4.2 | <p>The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.</p> |
| 5. Joint Venture, Consortium or Association | 5.1 | <p>If the Contractor is a joint venture, consortium, or Association persons, all of the members of such joint venture, consortium, or association of persons shall be jointly and severally liable to the Purchase for the fulfillment of the provisions of the Contract. The members shall designate one party to act as a lead member with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p> |
| | | <p>(a) for the purposes of fulfillment of its obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise, supplier shall refer to the lead member who shall be the sole point of interface between the Purchaser and the consortium and would be absolutely accountable for the performance of its own, the other members of consortium and/or its team's functions and obligations.</p> |
| | | <p>b) All payments shall be made by the Purchase in favor of the lead member.</p> |

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| | | (c) No amendment or modification shall be made to the MOU executed between the members of the consortium at time bidding for empanelment, without the prior approval of the Purchaser. |
| 6. Eligibility | 6.1 | All national parties shall have relevant experience in similar services. |
| 7. Location | 7.1 | The Services shall be provided from within Pakistan. |
| 8. Effectiveness of Contract | 8.1 | This Contract shall come into force and effect on the date (the “Effective Date”) of the contract. |
| 9. Authority of Member in Charge | 9.1 | The Consortium Members (if any) hereby authorize _____ to act on their behalf in exercising the entire Contractor’ rights and obligations towards the Purchaser under this Contract, including without limitation the receiving of instructions and payments from the Purchaser. |
| 10. Authorized Representatives | 10.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: <ul style="list-style-type: none"> a) On behalf of the Purchaser by DG(IT) or his designated representative; b) On behalf of the Contractor by _____ or his designated representative. |
| 11. Relation between the Parties | 11.1 | Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Purchaser and the Contractor. The Contractor, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder and such personnel shall be construed to be employee of the Contractor and not FESCO and he will be responsible for due compliance with all applicable labor laws provisions to the complete exclusion of FESCO. |
| 12. Notices | 12.1 | Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt. |
| | 12.2 | Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, telex, telegram, email or facsimile to such Party at the following address: |
| | 12.3 | For the Purchaser: _____ Attention: _____ Fax : _____ E-Mail : _____ |
| | 12.4 | For the Contractor: _____ Attention: _____ Fax : _____ E-Mail : _____ |

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| | 12.5 | <p>Notice will be deemed to be effective as follows:</p> <p>a) In the case of personal delivery or registered mail, on delivery;</p> <p>b) In the case of fax or email, twenty four (24) hours following confirmed transmission;</p> |
| 13. Governing Law | 13.1 | The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan. The Courts in Lahore shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract. |
| 14. Settlement of Dispute | 14.1 | The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
| | 14.2 | If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation (must be recorded), either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. |
| 15. Scope of Work | 15.1 | The services to be rendered by Contractor shall be as per scope of work (Given in the section IV-Scope of Work). At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award. |
| | 15.2 | Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract. |
| 16. Commencement of Services | 16.1 | The Contractor shall begin carrying out the services immediately viz. from the date of issue of Letter of Award (the “Starting Date”), or on such date as the Parties may agree in writing. |
| 17. Delivery | 17.1 | The Delivery of Services and Completion of the Related Services shall be in accordance with as specified in the Section IV, Scope of Work and acceptance of the services rendered by the Purchaser. |
| | 17.2 | The Contractor, in relation to its deliverables, shall provide any supporting data or information required by the Purchaser. |
| 18. Contractor Responsibilities | 18.1 | The Contractor shall provide the services mentioned in the scope of work and the completion schedule, as per Section-IV – Scope of work . |
| 19. Purchaser’s Responsibilities | 19.1 | For successful completion of the assignment, as and when required by the Contractor, the Purchaser shall provide data and support based on availability of the same and without prejudice. |
| | 19.2 | The Contractor shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 20 . |

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| | 19.3 | A Standing Committee of FESCO shall act as the nodal point for implementation/ execution of the Contract and for issuing necessary instructions, approvals, acceptance certificates, payments etc. to the Contractor. |
| | 19.4 | The Standing Committee office shall approve all such documents within thirty (30) working days. |
| | 19.5 | Purchaser may provide on Contractor's request, particulars /information /or documentation that may be required by the Contractor for proper planning and execution of scope of work under this Contract. |
| 20. Contract Price | 20.1 | The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract. |
| | 20.2 | Price charged by the Contractor for the service provided under the Contract shall not vary from the prices quoted by the Contractor in its bid. |
| | 20.3 | FESCO will not pay any other expenses (the out of pocket or any other shape) except as approved against financial proposal. |
| | 20.4 | The currency of contract will be defined in SCC and is in Pak rupees and there is no foreign currency component involved. |
| 21. Terms of Payment | 21.1 | The Contract Price shall be paid in the manner specified in the SCC . No invoice for extra work /change order on account of change order will be submitted by the Contractor unless the said extra work /change order has been authorized /approved by the Purchaser in writing. |
| | 21.2 | The Contractor's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, Services provided, accompanied by the documents submitted pursuant to GCC Clause 17 . The Contractor shall submit the bills in triplicate to the concerned department. |
| | 21.3 | Payments shall be made promptly by the Purchaser, not later than forty five (45) days after submission of an invoice (duly complete in all respect) along with supporting documents or request for payment by the Contractor, and the Purchaser has accepted it. But if the progress is not satisfactory and according to agreed work program /schedule the payment may be withheld by the purchaser. |
| | 21.4 | The final payment under this Clause shall be made by the purchaser only after satisfactory completion of the activities mentioned in the Scope of Work. |
| | 21.5 | If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Contractor's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor, or recover from performance bond in case of last payments etc. |
| 22. Taxes and Duties | 22.1 | The Contractor and the personnel shall pay the taxes, duties, fees, levies and other imposition levied under the existing, amended or enacted |

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| | | laws during life of this contract and the Purchaser shall perform such duties in regard to the deduction of such tax as may be lawfully imposed pursuant to the relevant tax laws and any amendment thereto. |
| | 22.2 | Payment of taxes /duties shall not be made separately in any case. |
| 23. Performance Security | 23.1 | The Contractor shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC . |
| | 23.2 | The Purchaser shall at its whole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Contractor commits any delay or default in Services rendered or commits any breach or the terms and conditions of the Contract. |
| | 23.3 | The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms of Appendex-2 . |
| | 23.4 | The Performance Security shall be discharged by the Purchaser and returned to the Contractor not later than twenty-eight (28) days following the date of completion of the Contractor's performance obligations under the Contract, unless specified otherwise in the SCC . |
| 24. Intellectual Property | 24.1 | Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all source code, object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Contractor solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Contractor undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements /documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Contractor undertakes and warrants to assigns those Intellectual Property Rights to Purchaser on creation. |
| | 24.2 | The Contractor shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied /installed by the Contractor (if any), as part of the service obligations under the present contract, shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Supplier solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the terms of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser. |
| | 24.3 | The Contractor shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any |

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| | | person and the Contractor shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or court proceedings and ancillary legal expenses relating to any breach or violation of any permission /license terms or infringement of any Intellectual Property Rights by the Contractor or its personnel during the course of performance by the Contractor, the Contractor shall have sole control of the defense and all related settlement negotiations. |
| 25. Confidential Information | 25.1 | The Contractor and the personnel of contractor shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the assignment, the Services, this Contract or the Purchaser's business or operations without the prior written consent of the Purchaser. |
| | 25.2 | The Purchaser shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. |
| | 25.3 | The Obligation of a party under this clause, however, shall not apply to information that: (a) The Purchaser or Contractor need to share with the institution participating in the financing of the contract; (b) Now or hereafter enters the public domain through no fault of that party; (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
| | 25.4 | The above provisions of GCC Clause 25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. |
| | 25.5 | The provisions of GCC Clause 25 shall survive completion or termination, for whatever reason, of the Contract |
| 26. Subcontracting | 26.1 | The Contractor is not permitted to sub-contract. |
| 27. Service Quality | 27.1 | The Purchaser may reject any Service rendered or any part thereof that fail to conform to the requirement of the purchaser. |
| 28. Liquidated Damages and Penalty | 28.1 | Except as provided under GCC Clause 32 , if the Contractor fails to perform any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 10% of value of such services. |

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| 29. Liability /Indemnity | 29.1 | <p>The Contractor hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The Contractor agrees to indemnify the Purchaser and its officers, servants, agents (“Purchaser Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> |
| | | <p>(a) any negligence or wrongful act or omission by Contractor or its agents or employees or any third party associated with Contractor in connection with or incidental to this Contract; OR</p> |
| | | <p>(b) any infringement of patent, trademark /copyright or industrial design arising from the use of the supplied Goods and Services or any part thereof.</p> |
| | 29.2 | <p>The Contractor shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.</p> |
| | 29.3 | <p>The Contractor shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Contractor in performing the Contractor’s obligations or in any way incorporated in or related to the assignment. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that Hardware, Software & Support Services and back office Services becomes non-infringing at its sole cost and expenses.</p> <p>Survival on Termination</p> <p>The provisions of this Clause 29 shall survive Termination.</p> |
| | 29.4 | <p>Defense of Claims: If any proceedings are brought or any claim is made against the Purchaser arising out of the matters, the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may</p> |

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| | | at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims. |
| | 29.5 | The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing. |
| 30. Limitation of Liability | 30.1 | Except in cases of gross negligence or willful misconduct: |
| | | <p>a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser as referred to in Clause 28.1 of this Contract; and</p> <p>b) The aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p> |
| 31. Change in Law and Regulation | 31.1 | Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site /area of work is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been directly affected in the performance of any of its obligations under the Contract. |
| 32. Force Majeure | 32.1 | For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, act of terrorism or sabotage, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. |
| | 32.2 | <p>Force Majeure shall not include:</p> <p>Any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Contractors or agents or employees, nor.</p> <p>Any event which a diligent Party could reasonably have been expected to both</p> <p>(i) Take into account at the time of the conclusion of this Contract, and</p> <p>(ii) Avoid or overcome in the carrying out of its obligations hereunder.</p> |

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| | 32.3 | The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| | 32.4 | A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. |
| | 32.5 | A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than forty eight (48) hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. |
| | 32.6 | The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure. |
| | 32.7 | The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Contractor. |
| | 32.8 | Any period within which a Party 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. |
| | 32.9 | Not later than thirty (30) days after the Contractor, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances. |
| 33. Change Orders and Contract Amendments | 33.1 | The Purchaser may at any time order the Contractor through Notice to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services. |
| | 33.2 | If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Purchaser's Change Order. |
| | 33.3 | No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 34. Extensions of Time | 34.1 | If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely completion of services pursuant to GCC Section-IV , the Contractor shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. |
| | 34.2 | Except in case of Force Majeure, as provided under GCC Clause 32 or where the delay in delivery of the Goods or completion of services is caused due to any delay or default of the Purchaser, any extension |

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| | | granted under clause 34 shall not absolve the Contractor from its liability to the pay of liquidated damages pursuant to GCC Clause 28 . |
| 35. Suspension | 35.1 | The Purchaser may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding seven (7) days after receipt by the Contractor of such notice of suspension and shall invoke contract performance guarantee. |
| 36. Termination | 36.1 | Termination of Contract for Failure to Become Effective If this Contract has not become effective within seven (7) days of the Effective Date thereof, either Party may, by not less than two (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| | 36.2 | Termination for Default a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor terminate the Contract in whole or in part: <ul style="list-style-type: none"> (i) If the Contractor fails to provide acceptable quality of services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or (ii) If the Contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or (iii) Any representation made by the bidder in the proposal is found to be false or misleading. (iv) If the Contractor commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser. (v) If the Contractor fail to comply with any final decision reached as a result of arbitration proceedings. (vi) 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) days. (vii) If the Contractor has been black listed by any Government agency due to misconduct etc. b) In the event FESCO terminates the Contract in whole or in part, pursuant to GCC Clause 36 , FESCO may procure, upon such terms and in such manner as deems appropriate, Goods or Services similar to those undelivered or not performed, and the Contractor shall be liable to the FESCO for any additional costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated. |

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| | 36.3 | <p>Termination for Insolvency</p> <p>The Purchaser may at any time terminate the Contract by giving seven (07) days' Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p> |
| | 36.4 | <p>Termination for Convenience</p> <p>The Purchaser, reserves its right to serve thirty(30) days' notice and Notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time at its convenience without assigning any reason what so ever. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contractor under the Contract is terminated, in whole or in part and the date upon which such termination becomes effective. However the Contractor accepts, undertakes and warrants to the Purchaser that he will not be able to terminate the Contract for a period of six (06) months from effective date. However, The BPO Service Provider may be entitleto terminate the Contract after expiry of the six (06) months period above mentioned.</p> |
| | 36.5 | <p>Consequences of Termination</p> <p>Upon Termination of the Contract, the Contractor shall:</p> <ol style="list-style-type: none"> a) Prepare and present a detailed exit plan within five (5) calendar days of termination notice receipt to the standing committee. The Standing Committee will review the Exit Plan. If approved, Contractor shall start working on the same immediately. If the plan is rejected, Contractor shall prepare alternate plan within two (2) calendar days. If the second plan is also rejected, The Standing Committee will provide a plan for Contractor that shall be binding on the Contractor. b) The Exit Plan should cover at least the following:- <ol style="list-style-type: none"> i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment; ii. Handover the list of all Assets (in healthy state), passwords at all locations to the Purchaser c) The Contractor and a standing committee will sign a completion certificate at the end of successful (all points tracked to closure) of the Exit Plan. |
| 37. Cessation of Rights and Obligations | 37.1 | <p>Upon termination of this Contract pursuant to Clause 36 hereof, all rights and obligations of the Parties hereunder shall cease, except;</p> <ol style="list-style-type: none"> a) Such rights and obligations as may have accrued on the date of termination or expiration, b) The obligations of confidentiality set forth in Clause 25 hereof, c) Any right which a Party may have under the Applicable Law. |
| 38. Cessation of Services | 38.1 | <p>Upon termination of this Contract by notice to pursuant to Clause 36 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause 36 hereof, to bring the Services to a close in a prompt and orderly manner and shall</p> |

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| | | make every reasonable effort to keep expenditures for this purpose to a minimum |
| 39. Payments upon Termination | 39.1 | <p>Upon Termination of this Contract pursuant to Clause 36 hereof, the Purchaser shall make the following payments to the Contractor:</p> <p>a) Remuneration pursuant to Clause 21.1 of SCC for services satisfactorily performed prior to the effective date of termination;</p> <p>b) Reimbursable expenditures pursuant to Clause 21.1 of SCC for expenditures actually incurred prior to the effective date of termination; and</p> <p>c) Except in the case of termination pursuant failure to perform, insolvency of the Contractor, deliberate false submission by the Contractor or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p> |
| 40. Assignment | 40.1 | The Contractor shall not assign to any other party, in whole or in part, their obligations under this Contract. |
| 41. Disclaimer | 41.1 | Purchaser reserves the right to share, with any Contractor of its choosing, any resultant Proposals in order to secure expert opinion. |
| | 41.2 | Purchaser reserves the right to accept or reject any proposal deemed to be in the best interest of the Company. |
| 42. Public Disclosure | 42.1 | All materials provided to the Purchaser by bidder are subject to Country's disclosure laws. |
| | 42.2 | The Vendor shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Vendor its written consent. |
| 43. Adherence to safety procedures, rules regulations and restriction | 43.1 | Contractor shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws. |
| | 43.2 | The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Contractor's Team shall adhere to all security requirement /regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures /policy. |
| | 43.3 | The Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. |
| | 43.4 | The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 29 . |
| 44. Removal and /or Replacement of Personnel | 44.1 | Except as the appropriate FESCO may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractors. It becomes necessary to replace any of the Personnel; the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications. |
| | | If the Purchaser: |
| | | a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or |

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| | | <p>b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Purchaser's written request specifying the grounds will forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.</p> <p>c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Contractor may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Purchaser except as the Purchaser may otherwise agree,</p> |
| | 44.2 | The Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and /or replacement, and |
| | 44.3 | The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced. |
| 45. Fairness and Good Faith | 45.1 | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| | 45.2 | Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 14 hereof. |
| | 45.3 | The Contractor shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment. |
| 46. Conflict of Interest | 46.1 | The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. |
| | 46.2 | The Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. |
| | 46.3 | If the Contractor is found to be involved in a conflict of interest situation with regard to the present assignment, the Purchaser may choose to terminate this contract as per Clause 36 of GCC . |
| 47. Standard of Performance | 47.1 | The Contractor shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used |

| | | with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced 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 faithful advisers to the Purchaser. | | | | | | | | | | | | | | | |
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| 48. Expiration of Contract | 48.1 | Unless terminated earlier pursuant to Clause 36 of GCC hereof, this Contract shall terminate when, pursuant to the provisions hereof, the services have been completed and the payments of remuneration and reimbursable expenditure have been made. | | | | | | | | | | | | | | | |
| 49. Resource Cost | 49.1 | Vendor will quote the resource cost as per prescribed format in the Section-IX Form No F-9 . | | | | | | | | | | | | | | | |
| | 49.2 | The cost will be full and final (including boarding & lodging, travelling, etc.) throughout the period of contract and shall not change in what so ever condition/ circumstances. | | | | | | | | | | | | | | | |
| 50. Resource Timings | 50.1 | Every resource will follow FESCO official timings for support. Working hours denotes regular working hours but in case of emergency or critical events it will be 24/7 Excluding Public Holidays. Support services required during off days shall not be charged separately. | | | | | | | | | | | | | | | |
| 51. Initial Response Times | 51.1 | SLA will comply with the Initial Response Times and the Maximum Processing Times regarding Incidents listed below when communicating with End User and vendor or as mutually agreed in writing between FESCO and vendor: <table border="1" data-bbox="613 1039 1362 1522"> <thead> <tr> <th>Priority of Incident</th> <th>Agreed Initial Response Time (to End User)</th> <th>Agreed Maximum Processing Time / Resolution Time (Before forwarding to Parent Vendor if Required)</th> </tr> </thead> <tbody> <tr> <td>1 = very high</td> <td>Within 1 hour</td> <td>4 Hours</td> </tr> <tr> <td>2 = high</td> <td>4 working hours</td> <td>2 working days</td> </tr> <tr> <td>3 = medium</td> <td>8 working hours</td> <td>4 working days</td> </tr> <tr> <td>4 = low</td> <td>16 working hours</td> <td>8 working days</td> </tr> </tbody> </table> <p>“FESCO will determine the priority of incident and in case of non-compliance it will be deemed as default on the part of the contractor.”</p> | Priority of Incident | Agreed Initial Response Time (to End User) | Agreed Maximum Processing Time / Resolution Time (Before forwarding to Parent Vendor if Required) | 1 = very high | Within 1 hour | 4 Hours | 2 = high | 4 working hours | 2 working days | 3 = medium | 8 working hours | 4 working days | 4 = low | 16 working hours | 8 working days |
| Priority of Incident | Agreed Initial Response Time (to End User) | Agreed Maximum Processing Time / Resolution Time (Before forwarding to Parent Vendor if Required) | | | | | | | | | | | | | | | |
| 1 = very high | Within 1 hour | 4 Hours | | | | | | | | | | | | | | | |
| 2 = high | 4 working hours | 2 working days | | | | | | | | | | | | | | | |
| 3 = medium | 8 working hours | 4 working days | | | | | | | | | | | | | | | |
| 4 = low | 16 working hours | 8 working days | | | | | | | | | | | | | | | |
| 52. Support Levels | 52.1 | Level – I Support Level - I support involves issues of minor level and general queries, Support Team will answer to such queries and resolve these issues along with FESCO NOC team. Incident Management Incident management is initiated when customer reports the incident to Support Team by an email or call Support Team will perform the following actions for the reported incidents | | | | | | | | | | | | | | | |

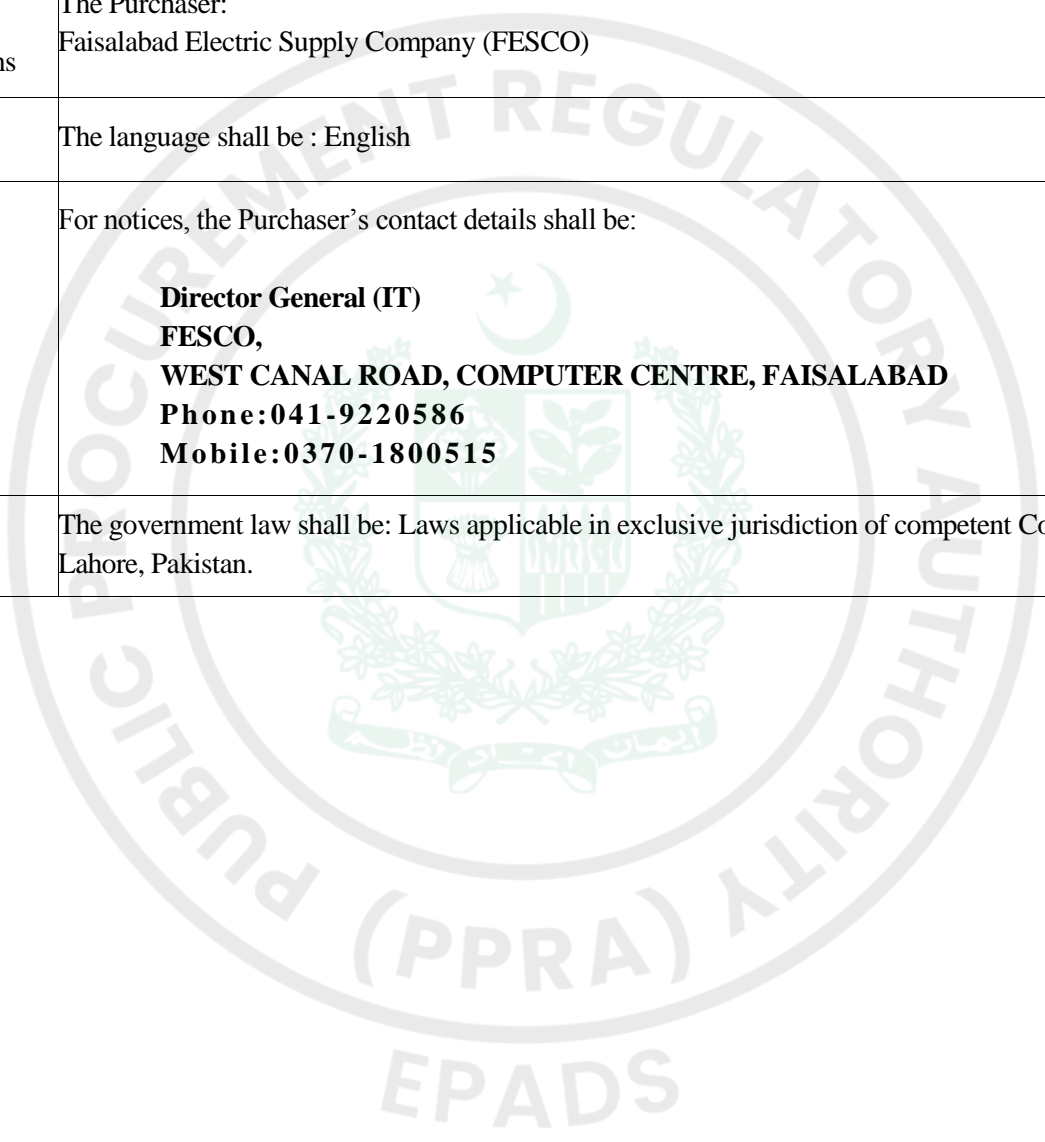
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| | | <p>Log and assign severity to reported incident Provide first level of support and resolve the incident Identify known and repetitive errors and providing a work-around where applicable Escalate to next level of support if required Update the customer queries regarding service request incident Close the incident reported and document incident resolution Provide monthly or quarterly status report Event Management</p> <p>Event management will include the following services aspects Environment condition Take backup of critical components configuration; if agreed</p> <p>Level – II Support Level –II support triggers when problem doesn’t resolve at level –I. Support Team will take appropriate steps to resolve customer service request. Level – II Support includes the following services: Problem Management Problem management is to identify the root cause of the problem, initiate corrective actions and resolve the problem Incident Resolution Support Team shall perform the following activities when required to resolve the incident Investigate and diagnose the cause of incidents and problems Take appropriate actions to resolve incidents and problems Apply software patches and updates; if applicable Update configuration information when required</p> <p>Level – III Support Support Team will engage the subject matter expert to resolve the customer service request, if problem doesn’t resolve at level- II. The following activities will take place at level – III Troubleshooting Subject matter expert shall remotely login through VPN/Telnet the equipment for troubleshooting If required, resource will open Technical Assistance Center (TAC) case with equipment’s manufacturer and engage manufacturer TAC support till the rectification of the problem or replace the part/ device through local inventory.</p> |
| <p>53. Reporting</p> | <p>53.1</p> | <ul style="list-style-type: none"> • Support Team will submit the required monthly and quarterly reports including but not limited to Risk identification, Risk analysis, Risk evaluation, Risk treatment and contingency plan, Risk monitoring. • Support Team will submit the post activity report after up gradation/ changes in the network/ infrastructure. • Support Team will submit the incident/occurrence report of fault, which includes root cause of the problem, time lines to resolve the problem and action taken to resolve the problem. |

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| 54. Health Checks and Back up | 54.1 | <ul style="list-style-type: none"> • Support Team will be responsible to check utilization of Network elements (NE's) regularly and intimate any anomaly. • Team will conduct regular health checks of all the equipment's. • Support Team will be responsible to take backups. |
| 55. Severity Levels | 55.1 | <p>Severity Level 1 (P1)</p> <ul style="list-style-type: none"> • An IT service is functionally unavailable; cause equipment get faulty and all the users cannot perform a critical business function • No acceptable workaround is available. • A problem that critically impacts to customer's network • A significant number of users of the system and/or network are unable to perform their tasks • A system of major application is totally down • Immediate response and sustained effort (24x7) is required to restore service. • Support Team will also engage TAC for early resolution. • Resolution Time can exceed due to Software/Hardware limitation/bugs identified by TAC • Example: Network out of services, hardware or software breaks down <p>Severity Level 2 (P2)</p> <ul style="list-style-type: none"> • Significant degradation of a service reducing users' ability to perform core business functions. • Workaround may be available, but only provides partial relief • Significant business impact to the HQ – Office. • A problem that impacts to customer's network • A limited number of users or partial of the system and /or network are unable to perform their tasks • A function of network is impacted, but network is connected • Immediate response and expedited service restoration required. • Support Team will also engage TAC for early resolution. • Resolution Time can exceed due to Software/Hardware limitation/bugs identified by TAC • Example: Partial Network Outage, Server Hard disk is down but business can be conducted etc. <p>Severity Level 3 (P3)</p> <ul style="list-style-type: none"> • Moderate degradation to non-core business functions for one or more users |

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| | | <ul style="list-style-type: none"> • Significant degradation with a temporary, but acceptable workaround that significantly reduces business impact • A Major/minor problem that negligibly impacts customer's network • Support Team will also engage TAC for early resolution if required • Resolution Time can exceed due to Software/Hardware limitation/bugs identified by TAC • This can be fault which has limited service impact, general inquiry, and question or require general consultation. |
| 56. Inspection | 56.1 | <p>All items proposed for replacement under the SLA shall be inspected by a designated FESCO representative prior to the replacement of any faulty parts. The vendor shall provide new goods/inventory and maintain the required stock locally at the purchaser's premises, as specified in the RFP. This inventory shall be subject to inspection by an authorized representative of FESCO.</p> <p>Written notice for inspection of the goods shall be submitted to the consignee at least fifteen (15) days prior to the scheduled inspection date. Until the replacement is executed, the inventory shall remain the property of the bidder.</p> <p>All faulty parts replaced shall remain the property of FESCO, unless otherwise mutually agreed in writing.</p> <p>The contractor shall ensure that the replacement inventory and faulty items are provided strictly in accordance with the SLA, and that the replacement items are of equal or higher specifications than the currently installed equipment. An inspection certificate from the Director General (IT) shall be obtained prior to the release of any quarterly payment.</p> |

SECTION-VII: SPECIAL CONDITIONS OF CONTRACT (SCC)

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| <p>The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.</p> | |
| At (q) Definition and abbreviations | The Purchaser's Country is : Pakistan |
| At (r) Definition and abbreviations | The Purchaser: Faisalabad Electric Supply Company (FESCO) |
| GCC 4.1 | The language shall be : English |
| GCC 12.1 | <p>For notices, the Purchaser's contact details shall be:</p> <p style="text-align: center;">Director General (IT) FESCO, WEST CANAL ROAD, COMPUTER CENTRE, FAISALABAD Phone:041-9220586 Mobile:0370-1800515</p> |
| GCC 13.1 | The government law shall be: Laws applicable in exclusive jurisdiction of competent Court at Lahore, Pakistan. |



Dispute Resolution

Each of the Service Provider, Contractor and Purchaser shall designate in writing to the other Party a representative who shall be authorized to resolve any Dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of such Party to make decisions by mutual agreement.

The Parties agree (i) to attempt to resolve all Disputes arising hereunder promptly, equitably and in a good faith manner within thirty (30) Days of such Dispute arising; and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

14.1. Any dispute between the Parties as to matters arising pursuant to this Agreement including termination of the contract by the Client which cannot be settled amicably within thirty (30) days after receipt by one Party on the other Party's request for such settlement may be submitted by either Party to arbitration.

14.2 In the event of dispute arising under or in connection with this Agreement between the Service Provider/ Contractor and Purchaser the same shall be referred to a Joint Dispute Resolution Committee.

14.3 The Joint Dispute Resolution Committee comprising of two (2) officers of executive director level from both the Parties shall be formulated for the purpose of amicably settling any day to day disputes that may arise in good faith

14.4 In case any dispute remains unresolved after the intervention of the Joint Dispute Resolution Committee, the Parties shall then contact the CEO of the Purchaser in which case both Parties agree and accept that the decision of the CEO of the Purchaser shall be final, conclusive and binding upon both Parties.

14.5 Reference to Service Provider/ Contractor for Dispute Resolution shall be made in writing by the Purchaser specifying distinctly and clearly all such questions and disputes not later than three (3) months after the occurrence of such questions and disputes.

14.6 Notwithstanding the foregoing, nothing herein prevents either party from applying to the courts of Pakistan for injunctive or other equitable relief to prevent or curtail any breach of this Contract or for enforcement of an arbitral award. However, if the Purchaser is dissatisfied with the arbitral award it reserves its right to approach the court of law.

14.7 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In case the parties fail to resolve the dispute amicably the matter shall be referred to mediation before a CEDR accredited Mediator at the Lahore Centre for Dispute Resolution (LCDR). Mediation proceedings shall be held at Lahore and will be governed by the mediation rules. Additionally, the dispute may also be submitted for resolution to a senior partner of a Chartered Accountancy Firm. Both parties shall bear their own costs in such mediation and dispute resolution proceedings.

Section 14.8 Arbitration

After the expiration of the thirty (30) Days period, either Party may submit any Disputes arising under this Agreement, which cannot be resolved by the Parties, to binding arbitration pursuant to the Arbitration Act, 1940 as amended or superseded. The process shall be initiated by either Party delivering to the other a written notice requesting arbitration, with the other Party to respond to such request within ten (10) business Days. The Parties shall select a single arbitrator with knowledge of and over five (5) years of professional experience in connection with similar transactions and who has not previously been employed or retained by either Party and who does not have a direct or indirect interest in either Party or the subject matter of the arbitration. Such arbitrator shall be mutually agreed by the Parties within thirty (30) Days after written notice from either Party requesting arbitration, or failing Agreement, shall be selected under the Arbitration Act. Such arbitration shall be held in Pakistan. The Arbitration Act, 1940, as amended or superseded, shall apply to the extent not inconsistent with the rules herein specified. The arbitration shall be conducted according to the following procedures: (a) The arbitration hearing shall commence no later than thirty (30) Days after the selection of the arbitrator, (b) not later than seven (7) Days prior to the hearing date set by the arbitrator each Party shall submit a brief detailing its factual and legal position and a final offer for

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| GCC 23 | <p>The Contractor shall provide Performance Security of ten (10) percent of the total Contract Price in the shape of bank guarantee from a schedule bank of Pakistan having rating AA+ or higher on the prescribed form valid for 180 days from the effective date or the completion of the assignment or any such extended period as decided by the Purchaser or whichever is later. The performance bond shall be furnished on the non-judicial stamp paper of the value prescribed by the GoP</p> |
| | <p>settlement of the Dispute, (c) the hearing shall be conducted on a confidential basis without continuance or adjournment, (d) the arbitrator shall be limited to selecting only one of the two offers, (e) each Party shall divide equally the cost of the arbitrator or pay its own cost of arbitration and the hearing and each Party shall be responsible for its own expenses and those of its counsel and representatives, and (f) evidence concerning the financial position of the Parties, any offer made or the details of any negotiation prior to arbitration and the cost to the Parties of their representatives and counsel shall not be permissible. The award of the arbitrator shall be made no later than thirty (30) Days after the date of closing of the hearing, or if oral hearings have been waived, after the date of transmitting the final statements and proof to the arbitrator; provided, however, that in no event shall any award be made later than one hundred and twenty (120) Days after the date of the original demand for arbitration hereunder. The arbitrator shall be required to render a reasoned decision accompanying any award.</p> <p>Notwithstanding the foregoing, nothing herein prevents either party from applying to the courts of Pakistan for injunctive or other equitable relief to prevent or curtail any breach of this Contract or for enforcement of an arbitral award. However, if the Purchaser is dissatisfied with the arbitral award it reserves its right to approach the court of law.</p> |

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| GCC 20.4 | <p>The currencies for payments shall be in Pak Rupees (PKR).</p> |
| | <p>7) All payments under this Contract shall be made to the account of the Contractor with (Bank & A/c No.)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p>Payments will be made by the Purchaser to the Contractor as per Contract Value in the Formats for Financial Proposal and agreed in the Contract.</p> |

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| GCC 20.2 | The bidders may please note that the prices are firm. All statutory taxes, levies, duties, etc. shall be paid on actual |
| GCC 21.1 | <p data-bbox="368 218 1117 247"><u>General terms and conditions of Payment Schedule</u></p> <ol data-bbox="375 310 1422 1136" style="list-style-type: none"><li data-bbox="375 310 1422 342">1) All payments shall be made by the Purchaser in favor of the Contractor<li data-bbox="375 363 1422 436">2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.<li data-bbox="375 457 1422 562">3) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within (60) days of submission of invoice.<li data-bbox="375 583 1422 930">4) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Contractor is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payment due to the Contractor, till such work /supply /service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power /right of the purchaser under this Contract.<li data-bbox="375 951 1422 1136">5) If additional work is required beyond the scope of the services specified the estimated period of engagement of Personnel set forth in the appropriate Bid Response Format may be increased by agreement in writing between the Purchaser and the Contractor. Any such change shall be done as per Clause 15 of GCC. |

1.7 Preventive Maintenance Schedule for Data Centre (Landscape) with DR Site and LAN Equipment:

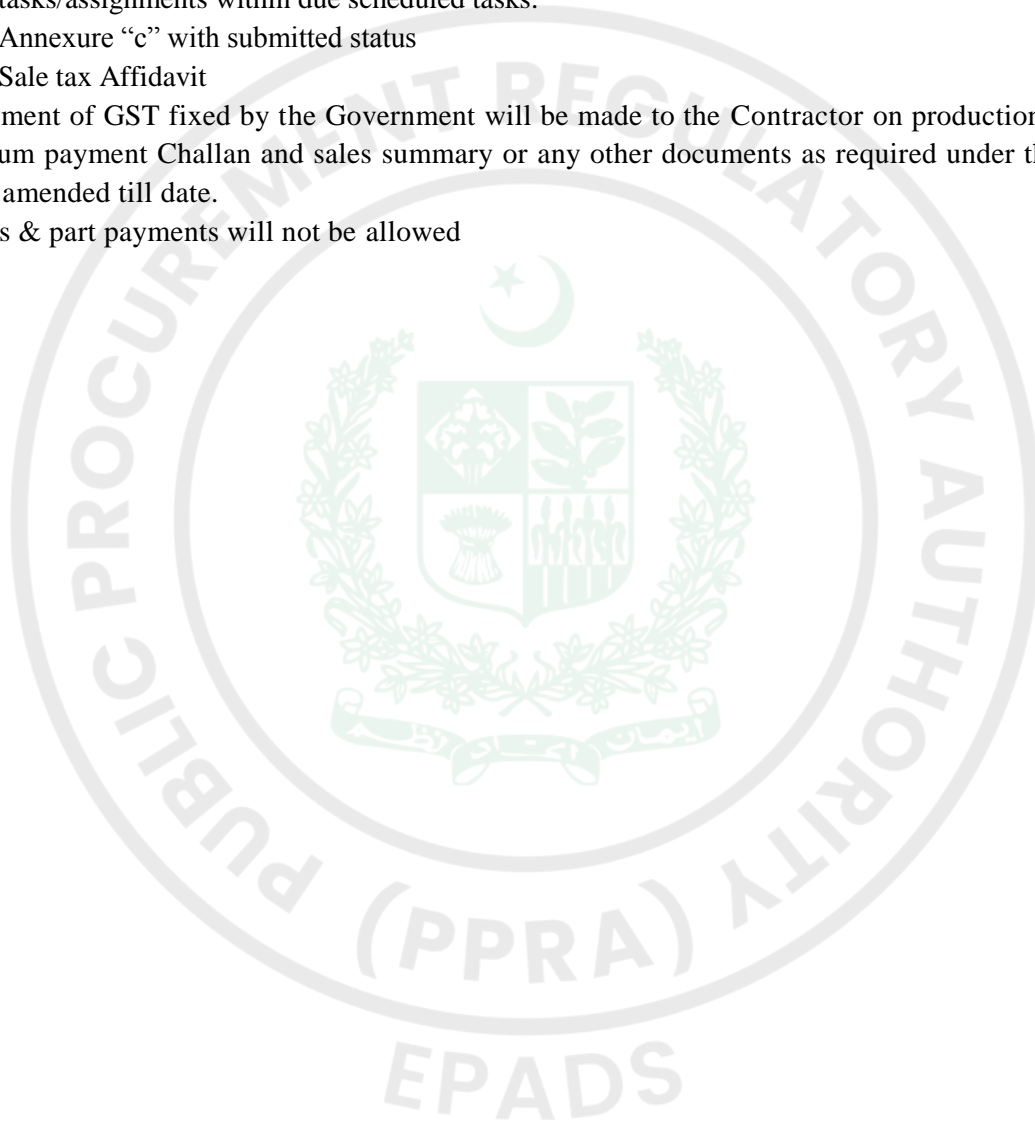
| Sr. # | Description | Daily | Half Monthly | Monthly | Quarterly | Yearly |
|-------|---|-------|--------------|---------|-----------|--------|
| | Routine Preventive maintenance will consist of: | | | | | |
| 1 | Cleaning of equipment, and logging of all measurements taken. | | | • | | |
| 2 | Checking the mechanical soundness of all Equipment's components. | • | | | | |
| 3 | Checking and adjustment of all electronic supervisory and alarm circuits. | • | | | | |
| 4 | Replacement of any parts found defective and advice. | • | | | | |
| 5 | Checking the mechanical soundness of all UPS over the LAN Network. | | • | | | |
| 6 | Checking and adjustment of all electronic supervisory, breakers and alarm circuits. | • | | | | |
| 7 | Advice of any parts found defective and replace. | • | | | | |
| 8 | Checking of internal batteries and their voltage in all UPSs (LAN, Datacentre) & Generator | | | | • | |
| 9 | Compile comprehensive maintenance report. | | | | • | |
| 10 | Generator voltage checking | • | | | | |
| 11 | ATS functionality Testing | • | | | | |
| 12 | Changeover Voltage Checking | • | | | | |
| 13 | Generator mechanical and functionality checking, log checking and fixing of any issues. | • | | | | |
| 14 | Regular generator tuning, change of filter | | | • | | |
| 15 | Checking of any alarms on Servers, Storages, switches, and other data center equipment for any firmware update or hardware fault, Log it and take remedy measure. | • | | | | |
| 16 | Update firmware of hardware equipment after due approval of NOC in-charge and replace any faulty part. | • | | | | |
| 17 | Checking of all indoor and outdoor Access Points and other LAN equipment for any alarms, firmware updates or Physical/ mechanical issues and take measures. | | • | | | |
| 18 | Network traffic analysis, optimization and solution recommendation | • | | | | |

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|----|---|---|---|---|---|---|
| 19 | Equipment environment and health status, firmware, security patches updation. | • | | | | |
| 20 | Maintenance of Existing Fire Extinguisher FESCO Data Center | | | | • | |
| 21 | Renewal of software/ Support licenses | | | | | • |
| 22 | Annual Maintenance of Generator Canopy and Towers including Paint. | | | | | • |
| 23 | Any other task that FESCO deem necessary for the maintenance of systems and smooth execution of work. | • | • | • | • | • |



- i. The invoice will be raised on 1st working day of each quarter for the previous quarter or as mutually agreed between both the parties. Payment of the Support & Maintenance services will be made directly by consignees from the Office of **Chief Financial Officer FESCO** within thirty days, from the date of receipt of correct invoice, on production of following documents:
- Invoice in triplicate having NTN.
 - Sales Tax Invoice (if not exempted) or attach exemption certificate.
 - Non-payment certificate.
 - Inspection Report of Agreed List of Critical Items to be stored/ maintained locally.
 - Performance Security Receipt Certificate.
 - Satisfactory Support Certificate from Head of FESCO Computer Center, Faisalabad duly certified by Network Operation Centre (NOC) Team / In-charge Data Centre regarding the completion of tasks/assignments within due scheduled tasks.
 - Annexure “c” with submitted status
 - Sale tax Affidavit
- ii. The payment of GST fixed by the Government will be made to the Contractor on production of original GST return cum payment Challan and sales summary or any other documents as required under the Sales Tax Act 1990 as amended till date.

Partial deliveries & part payments will not be allowed



A. Commercial Summary of Consumable / Non Critical Items (for one year further extendable for two years)

| Sr. No. | Item Description | Quantity | *Unit Price Without Taxes (in PKR) | Total Price per Annum without Taxes (in PKR) | Total Price per Annum with Sale Taxes (in PKR) |
|---------------------|--|----------|------------------------------------|--|--|
| 1. | Tower's Paint, light and Maintenance of Base/fixing. | 1 | | | |
| 2. | 2.5 Tb or higher Data Cartridges of Tape Library for Backup per year upon contract signing / Renewal | 01 | | | |
| 3. | Cleansing Cartridges of Tape Library | 01 | | | |
| 4. | Canopy Paint and repair | 1 | | | |
| 5. | Dry batteries (12v, 7A) for existing of UPSs in Data Centre and LAN cabinets | 1 | | | |
| 6. | Dry Batteries 12V,7A) for existing 01 no. Generator (30 KVA) | 1 | | | |
| 7. | Vesda Smoke detector Filter | 1 | | | |
| 8. | Gas Filling in Fire Detection and Suppression system | 1 | | | |
| Gross Total: | | | | | |

Note:

- i. Above Tables must be filled for all items/services listed in Scope of Work as per in this RFP
- ii. Bidder may include any detailed item or missing item as separate row on same pattern in Table A of Form -9 of this document.
- iii. The consumable items in Table B Form -9 like batteries of UPS are not included in lumpsum Contract cost but will be part of financial evaluation.
- iv. Cost also includes support services (local and remote).

- v. The bidder is responsible for overall smooth execution of Project, the licenses renewal and timely replacement of all items listed in Section IV.
- vi. The duration of Contract will start from date of signing of contract but all licenses and international warranties will be renewed from due date with Principal and bidder will be responsible to settle all disputes with principal and replace any faulty/ out of order items in the above BOQ without considering the condition / status of items at the time of signing of contract.
- vii. Bidder must fill in Commercial Bid as per Tables A and Table B of **Form No F-9**. Conditional bid or bid not as per given format will be declared non-responsive. The Cost will be full and final and shall not change what so ever.
- viii. If successful bidder fails to submit performance guarantee within due time, FESCO may cancel the award of contract and assign the contract to next lowest bidder.

