

Standard Bidding Document

TENDER NO 4354 PROCUREMENT OF IT EQUIPMENT (SERVERS
FOR DATA CENTER)

(Goods)

National

Single Stage-One Envelope



April 11, 2026

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INVITATION TO BIDS PROCUREMENT OF GOODS

1. The **Material Management (Lahore Electricity Supply Company (LESCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **Material Management (Lahore Electricity Supply Company (LESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**TENDER NO 4354 PROCUREMENT OF IT EQUIPMENT (SERVERS FOR DATA CENTER)**".
2. The **Material Management (Lahore Electricity Supply Company (LESCO))** invites E-bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**. Where **Bid Security** is not required by the **Procuring Agency**, Bidders are required to furnish **Bid Security Declaration** as specified in Bidding Document.
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. Bidder(s) are required to get themselves registered on **EPADS v2.0** on or before **Monday, April 27, 2026 10:30 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Monday, April 27, 2026 11:00 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on 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 Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods 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. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with

any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 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 9**.

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents 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 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 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 through **EPADS v2.0**:

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 Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 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.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 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 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

1. the expiry of the Bid Security;
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 Bid documents;
3. the rejection by the Procuring Agency of all Bids;
4. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

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

1. if a Bidder:
 2. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
 3. does not accept the correction of errors; or
 4. in the case of a successful Bidder, if the Bidder fails:
 5. to sign the contract; or
 6. to furnish Performance Guarantee.

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21.Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 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.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2**, it shall reject the Bid.

27. Correction of Errors

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

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;
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
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 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, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 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.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in EvaluationCriteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform

satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

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

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 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.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





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: Material Management (Lahore Electricity Supply Company (LESCO))</p> <p>The subject of procurement is: TENDER NO 4354 PROCUREMENT OF IT EQUIPMENT (SERVERS FOR DATA CENTER)</p> <p>Expected commencement date: Tuesday, June 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: P19835</p>
3.	3.1	<p>JV/Consortium or Association Allowed: No</p> <p>Number of JV/Consortium Members: Nil</p> <p><i>see section of eligibility criteria.</i></p>
B. Bidding Documents		

4.	8.1	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Friday, April 17, 2026
C. Preparation of Bids		



5.

10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. Documents/ Certificates to be submitted with Bid (Mandatory) Relevant Documents must be uploaded on E-pads. Non Compliance of uploading of documents will be liable to the rejection of bid.
2. 1 Income tax returns for last two years. 2 Audited Financial Reports of last three years. 3 Declaration for no blacklisting/debarment from NTDC/ WAPDA/DISCOs/GENCOs/Govt. Dept. or any organization (locally or internationally) for the bidder.
3. 4 Complete bid schedule duly signed and stamped (in duplicate) by the bidder. Non-submission of bid schedule or failure to fill the bid schedule shall result in non-qualification of bidder. 5 Technical literature / Product Brochures / Datasheets along with make and origin of product offered.
4. 6 100 % Compliance sheet serial no. wise with technical specifications as mentioned in Section -V - Technical Specifications to be attached with the Bid. 7 Undertaking in the regard that offered product/material is brand new and not refurbished. 8 Please mention the country of origin / manufacturing / assembly of the quoted brand / model.
5. 9 Valid Certificate from Manufacturer (MAL/MAF) for the current year should be provided (Please attach MAL/MAF Letter from the OEM.) 10 Valid OEM partnership certificate.
6. 11 Certificate that material/services would be in accordance with tender specification and Certificate for Tender document Conformance.

6.	11.1	Items/Lots and threere relateddocuments: <i>See section items and Lots</i>
7.	12.1	Items / Lots Specifications: <i>see section of items specifications.</i>
8.	15.6	The price shall be Fixed .
9.	16.1	Currency of the Bids shall be : PKR
10.	17.1	The Bids/Bid Validity period shall be: 120 Days
11.	18.1	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, Call at Deposit, Bank Guarantee, Demand Draft
D. Submission of Bids		

12.	20.1	<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>LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). before bid submission deadline.</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 10:30 AM</p>
<p>E. Opening and Evaluation of Bids</p>		
13.	23.1	<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 : 11:00 AM</p>
14.	31.1	<p>Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i></p>
<p>F. Review of Procurement Decisions</p>		
15.	41.1	<p>Grievance against this procurement shall be submitted online on EPADS v2.0.</p> <p>Arbitrator shall be appointed by mutual consent of the both parties.</p>

Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Bidder (manufacturers/suppliers/stockiest/Service Provider) must be registered with FBR and are active tax payers.	Yes
Valid Certificate from Manufacturer (MAL/MAF) for the current year should be provided (Please attach MAL/MAF Letter from the OEM.)	Yes
The quoted hardware must be compliant with, and verified by, the OEM of the existing HCI solution. (OEM certificate required)	Yes
The bid security shall be, at the option of the bidder, in the form of Deposit at Call or Pay Order or Banker's Cheque or a Bank Guarantee must be issued in the favor of CEO LESCO. The Bid Validity period shall be 120 days 28-days beyond the bid validity date after the date of tender opening	Yes
Following Schedule Bank of Pakistan are acceptable (For Bid Security) Allied Bank Limited, National Bank of Pakistan, Bank Al- Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al- Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakiati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited	Yes

Bid Security shall be in favour of the Purchaser valid for a period of 28-days beyond the Bid Validity date. Bid guarantee shall be furnished on non-judicial stamp paper of value Rs.500/-. In case of any amendment in Bid Security, the bidder should also furnish the same on non-judicial stamp paper of value Rs. 500/-.	Yes
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Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be considered for the award of contract(s).

Least Cost Based Selection (LCBS)

Technical Marks	100
Passing Marks	70
Company Employee Size (Documentary Evidences as stated in Annexure Section)	
Company Employee Size (Qualitative)(Doc Required)	20
40 and above regular employees (20 mark) (20)	
For 30-39 regular employees (15 mark) (15)	
For 10-29 regular employees (10 marks) (10)	
Established Offices in Pakistan (Documentary Evidences as stated in Annexure Section)	

Established Offices in Pakistan (Qualitative)(Doc Required)	15
Office in Lahore (15 marks) (15)	
Office in Pakistan (10 marks) (10)	
(1)	
Average Annual Turnover ((Documentary Evidences as stated in Annexure Section)	
Average Annual Turnover (Qualitative)(Doc Required)	25
300 Million or Above (25 marks) (25)	
200 to 300 Million (20 marks) (20)	
50 to 199 Million (10)	
Relevant Experience ((Documentary Evidences as stated in Annexure Section)	
Providing Servers for more than or equal to 7 years (Qualitative)(Doc Required)	25
Providing Servers for more than or equal to 7 years (25 marks) (25)	
Providing Servers for more than or equal to 4 but less than 7 years (15)	
Providing Servers for more than or equal to 2 but less than 4 years (10)	
Relevant Capacity Projects ((Documentary Evidences as stated in Annexure Section)	

Relevant Capacity Projects (Qualitative)(Doc Required)	15
Must provide similar number of servers 05 deliveries/Projects in Pakistan (15)	
Must provide similar number of servers 02 deliveries/Projects in Pakistan (6)	

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Manufacturer / Dealer Authorization	Warranty
IT EQUIPMENT (SERVERS FOR DATA CENTER)	High end computer server	Address: LESCO IT DIRECTORATE BARKI ROAD Schedule: 100% Delivery shall be completed within 60 days Quantity: 10	10	3500000	Manufacturer Authorization form	36 Months

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: IT EQUIPMENT (SERVERS FOR DATA CENTER)

UNSPSC: High end computer server

Specifications / Requirements:

Title	Description
Server Chassis/Drive bays	2 x 2U Front 8SFF hot-swap drive bays Drive Backplane Module
Processor	V2 x Intel® Xeon Gold 6548(2.8GHz/32Cores/60MB/250W) CPU Module or Higher
Memory	Minimum 512GB DDR5 RDIMM 5600MHz ECC or Higher
System disk	2 x 480GB 6G SATA 2.5in RI SSD or Higher for OS Installation
Storage	5 x 7.68TB 6G SATA/SAS 2.5in RI SSD
PCIe Slots	1 x PCIe Gen5 x16 slot and 2 x PCIe Gen4 x8 slots
Ethernet	2 x Dual port 25GbE SFP28 with compatible optical transceivers & backward 10Gb Ethernet infrastructure support. 4x1GE PCIe Network Adapter
HBA Card	2 x Single-port 32Gb FC HBA - Fiber Channel Host Bus Adapter with Multi-mode Optical Transceiver
RAID Controller Card	1 x PCIe RAID Controller, 4GB Cache with RAID 0,1,5,6,10,50,60 Support
Power supply	2x 1500W AC & 240V Power Supply or Higher
Rack mount rail	Complete Rail Kit for Rack Mounting with Cable Management Arm
Management Software	Embedded Server Management Software

Title	Description
Cables	PDU & AC Power Cables
Warranty	3 Years 5x9 ND support with warranty and replacement of parts

Price Schedule

For Individual Items

#	Item 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. "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;
2. "Procuring Agency" means:-
 - 2.1. any Ministry, Division, Department or any Office of the Government;
 - 2.2. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
3. "The Contract" means an agreement enforceable by law;
4. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
6. "GCC" means the General Conditions of Contract contained in this section;
7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
8. "Day" means calendar day unless indicated otherwise.
9. "Effective Date" means the date on which this Contract comes into force and effect.
10. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
11. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
12. "Government" means the Government of Pakistan;
13. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
14. "Service" means any object of procurement other than goods or works;
15. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

17. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

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

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

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

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

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder 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.

5. Notices

5.1 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**.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in **SCC**.

7. Authorized Representatives / Authority of Member in charge

7.1 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 Bidder may be taken or executed by the officials specified in the **SCC**.

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

8. Effectiveness of Contract

8.1 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.

9. Commencement of Services

9.1 The Bidder 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.

10. Program

10.1 Before commencement of the Services, the Bidder 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.

11. Starting Date/Expiration Date

11.1 The Bidder 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.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 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.

13. Modification

13.1 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 Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes 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 under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 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.

14.3 Extension of Time

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.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

15. Termination

15.1 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 Bidder 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);

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
2. If the Bidder becomes (or, if the Bidder 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;
3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
4. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder 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.

1. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
2. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
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 Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 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:

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 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.

23.3 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.

23.4 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**.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described, at the times and in the manner specified in the SCC or terms of reference.

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

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder 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.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.





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
GCC 1	<p>Definitions</p> <p>The Procuring Agency is:Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager ProcurementLESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</p> <p>The Supplier is:</p> <p>The title of the subject procurement is: TENDER NO 4354 PROCUREMENT OF IT EQUIPMENT (SERVERS FOR DATA CENTER)</p>
GCC 3	<p>Applicable/Governing Law:</p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
GCC 4	<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>

<p>GCC 5</p>	<p>Notices:</p> <p>The addresses for the notices are:</p> <p>Procuring Agency:</p> <p>Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-370-499-0342 ammm5@lesco.gov.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 7.1</p>	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-370-499-0342 ammm5@lesco.gov.pk</p> <p>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>GCC 8</p>	<p>Effectiveness of the contract</p>
<p>GCC 9</p>	<p>Commencement of Contract:</p>
<p>GCC 11.2</p>	<p>Expiration of Contract:</p>

<p>GCC 15</p>	<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>
<p>GCC 17</p>	<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>
<p>GCC 22</p>	<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 2.00% 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>
<p>GCC 23</p>	<p>Performance Guarantee:</p> <p>The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft</p>
<p>GCC 32</p>	<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>
<p>GCC 33</p>	<p>Currency of Payment:</p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>

GCC 34**Identifying Defects:**

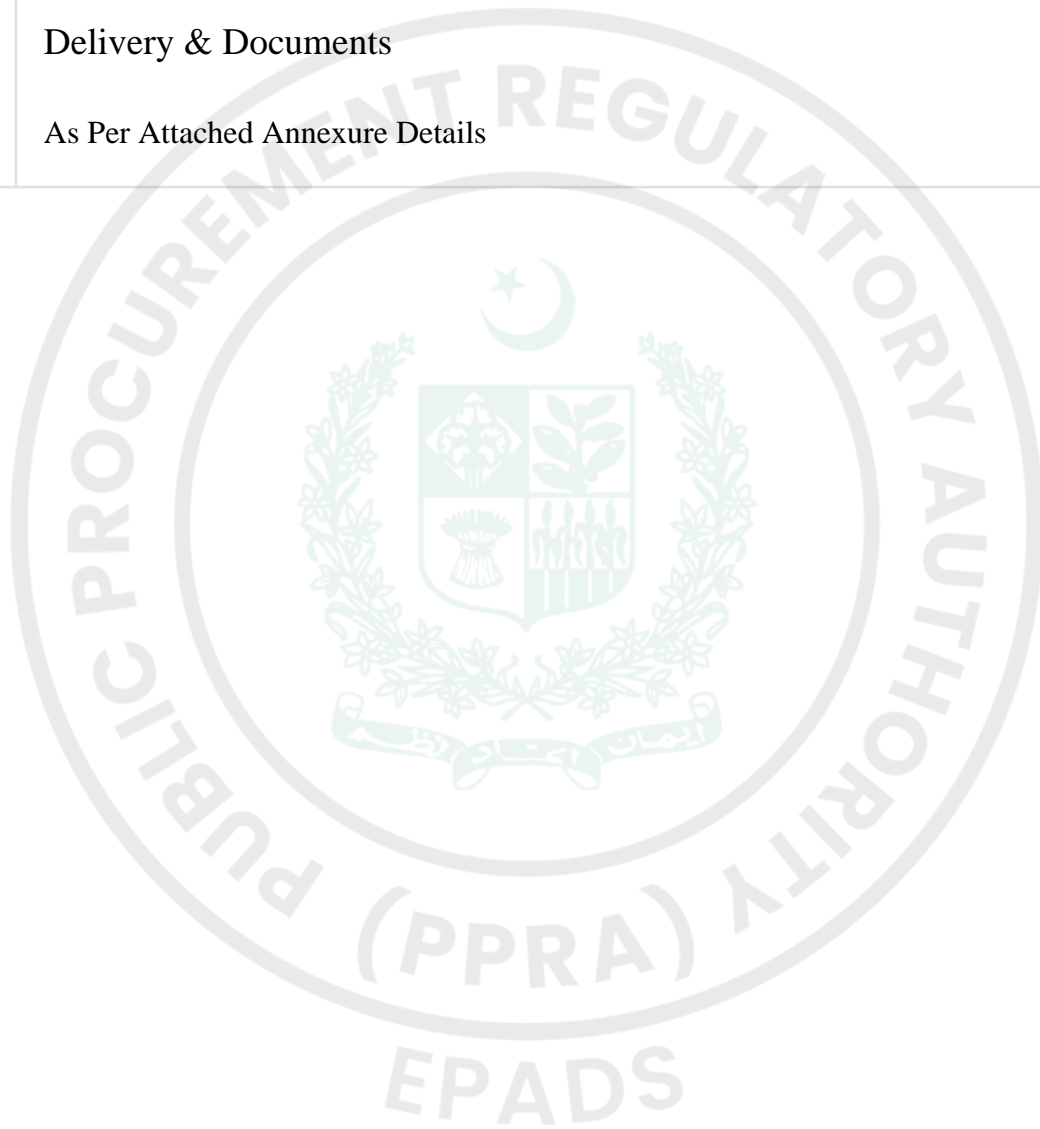
The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

As Per Attached Annexure Details

Delivery & Documents

As Per Attached Annexure Details



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.

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 Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P19835**

To: **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore 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 **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore 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., **TENDER NO 4354 PROCUREMENT OF IT EQUIPMENT (SERVERS FOR DATA CENTER) (P19835)** 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: **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore 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

Mandatory Upload of Annexures/Forms on EPAD

All forms contained in the attached annexures must be duly filled, signed (where required), and uploaded on EPAD as part of the bid submission. Non-upload, partial upload, or submission of incomplete/unsigned annexures/forms shall render the bid non-responsive and liable to rejection without further correspondence.

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Mandatory Upload of Annexures/Forms on EPAD** (page number: 68)

Mandatory Compliance with Attached Terms, Conditions & Undertaking (EPAD Submission)

The attached document contains detailed provisions regarding Performance Guarantee, inspection requirements, delivery documents, consignee/address details, payment terms, bid rejection conditions, and other contractual obligations.

Bidders are advised to carefully review all clauses. In case of any ambiguity or clarification required, the bidder must seek clarification within the specified time through EPAD only. No query/request shall be entertained after the prescribed time, and no claim of ignorance shall be accepted at any stage.

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Mandatory Compliance with Attached Terms, Conditions & Undertaking (EPAD Submission)** (page number: 80)



Procurement Forms

Past Experience and Completed Contracts

It is mandatory for bidders to establish following experience, qualification, and evaluation criteria :

Bidder must have **2 Years** of supply experience of tender material/equipment/services/works (**P.Os/Work Orders/Contract to be attached with supply record**).

In case bidder / manufacturer fails to fulfill the experience, qualification and evaluation criteria, its bid will be considered as substantially **non-responsive and shall not be further evaluated**

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 88)







Additional Forms and Documents

FORM-1
Form of Bid

Bid/Tender No. _____

Date: _____

To

Chief Executive Officer (CEO)
LESCO, Lahore.

We, the undersigned, declare that:

Having examined the Bidding Documents including Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver in _____ in conformity with the said Bidding Documents for the sum of _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming, Mr. _____ to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with Bidding Documents.

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

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that as Bidder(s) we do not have a conflict of interest with reference to **ITB Clause 3.6**.

We agree to abide by this Bid for the Bid Validity Period specified in ITB Clause 17, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

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

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

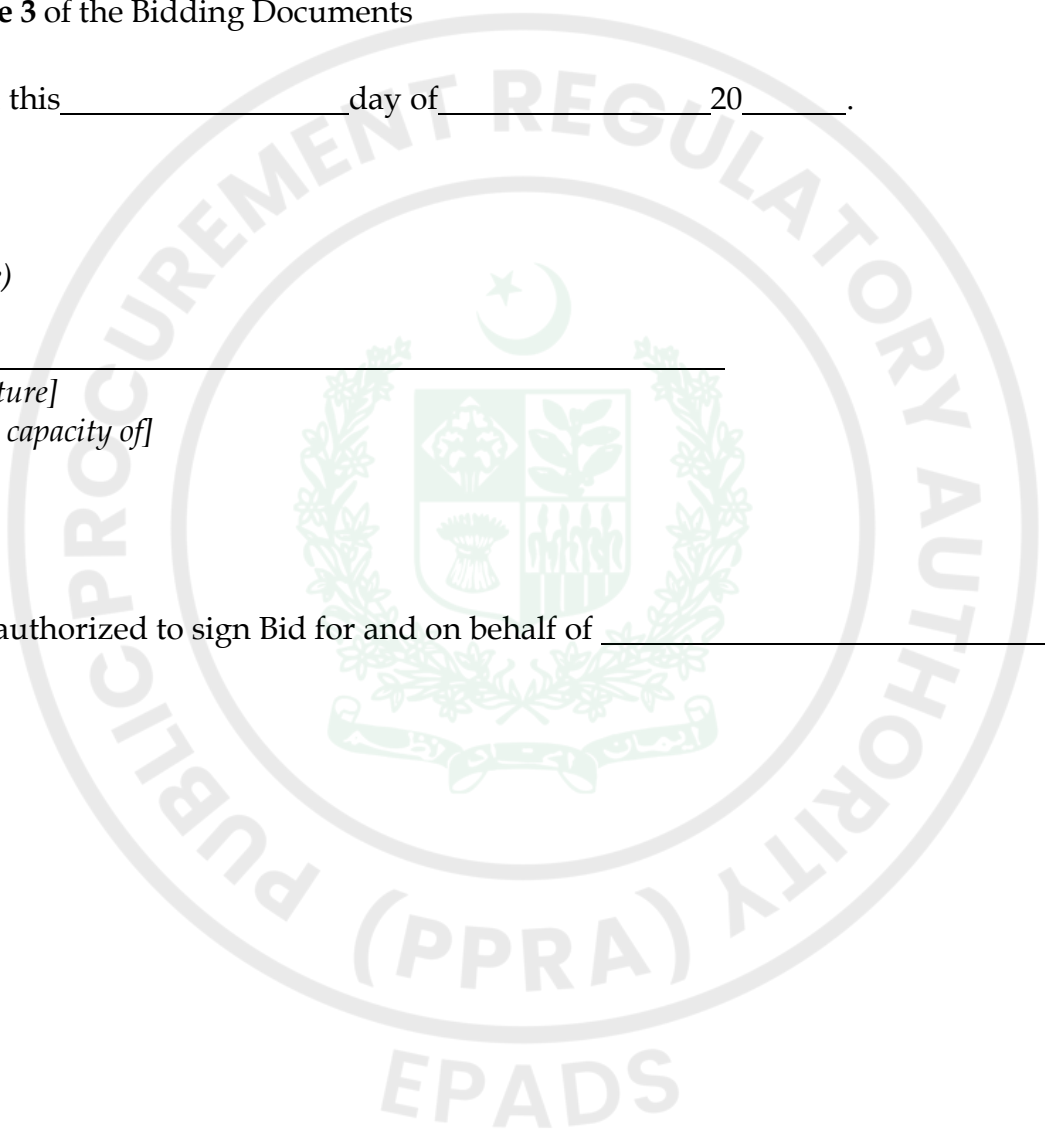
We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



FORM-2
Price Schedule/
FINANCIAL PROPOSAL FOR LESCO TENDER NO ../2026

Item No.	Description of Stores	Quantity required (No.)	Unit rate on FCS in PKR without Taxes	Total Amount in PKR without (2 x 3)
	1	2	3	4
1	Servers for Data Center (As per mentioned Technical Specifications)	10		
			Total	
			Applicable Govt. Taxes	
			Grand Total	

(IN WORDS: _____)

Bid Security

Bid Bond/Guarantee PKR _____/- of the bid cost is attached detailed below:

Bid Security No. & date _____

Bid Amount _____ Bid Security Validity _____

Issuing Authority _____

Bid Bond must be attached with Financial Proposal Under separate sealed envelope where as all others relevant / technical documents / information should be attached with the Technical Proposal. However, Certificate of Bid Bond must be attached with technical proposal.

Delivery Schedule:

100% Delivery shall be completed within 60 days from the date of issue of purchase order. Delivery period shall be completed not later than the dates specified. The terms "Delivery Date" shall mean the date of 1st day of Inspection or 15th day of Inspection Call whichever is earlier, shall be reckoned as date of delivery of Store to Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.

Note: This tender is governed by Procurement Rules issued by PPRA.

FORM-3

Bid Security Form

To: **Chief Executive Officer LESCO**

Whereas _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated _____ [date of submission of Bid] for the delivery of _____ [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ [name of Financial Institution] of [name of country], having our registered office at _____ [address of Financial Institution] (hereinafter called "the Bank"), are bound unto _____ [name of LESCO] (hereinafter called "LESCO") in the sum of _____ [amount] for which payment well and truly to be made to the said LESCO, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

1. If the Bid
 - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - (b) Disagreement to arithmetical correction made to the Bid price; or
 - (c) having been notified of the acceptance of our Bid by LESCO during the period of Bid Validity, (i) failure to sign the contract if required by LESCO 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.
2. We undertake to pay to LESCO up to the above amount upon receipt of its first written demand, without LESCO having to substantiate its demand, provided that in its demand LESCO states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including **twenty-eight (28) days** after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: _____ in the capacity of _____ signed
[Signature of the Bank]

Dated on _____

FORM-4

Performance Security (or guarantee) Form

To: **Chief Executive Officer LESCO**

WHEREAS _____ [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ [insert date] to delivery _____ [description of goods and services] (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the:
_____ [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

FORM-5

PROFORMA SHOWING PERFORMANCE OF THE FIRM IN LESCO/DISCOS/GOVT DEPARTMENTS/PVT FIRMS/ DURING LAST TWO FISCAL / CALENDAR YEARS

Name of Firm: _____

Name of DISCO	PO No. & Date	Description of Material	Qty. on Order	Delivery Schedule	Qty. Supplied to date	Date of Supply	Qty. Balance	Material Supplied/ Services		Remarks
								In time	Delay	

It is also certified that:

- i. In case of any information found incorrect from the above, LESCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.
- ii. Experience will be counted from the date of P.O /W.O/Contract/Service Order.
- iii. P.O /W.O/Contract/Service Order are attached with the bid.

Stamp with Signature

FORM-7
Schedule of Deviations from Technical Specifications

Note:- Attach additional sheets, if necessary, Non listing of deviations, if any, shall make the bid non responsive.

Sr.No	Clause No. of Technical Specifications	Deviations / Clarifications

Stamp with Signature

FORM-8

Schedule of Deviations from Contractual Conditions

It is presumed that the tenderer shall not take any deviation. However, if he intends to take deviations to the specified Contractual / Commercial Conditions, those must be listed in the space provided below:-

Note:- Attach additional sheets, if necessary, Non listing of deviations, if any, shall make the bid non responsive.

Sr.No.	Clause No./Section No.	Deviations / Clarifications

Stamp with Signature

FORM-9
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: _____

Date: _____

Contract Title: _____

Contract Value: _____

_____ [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 time 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.

Buyer

Seller

Form-10

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS]

Date: _____ [insert date (as day, month and year) of Bid submission]

No: _____ [insert number of Bidding process]

Alternative No: _____ [insert identification No if this is a Bid for an alternative]

To: _____ [insert complete name of Procuring Agency]

WHERE-AS

We _____ [insert complete name, address, email etc. of Manufacturer], who are official manufacturers of _____ [insert type of goods manufactured], having factories at _____

[insert full address of Manufacturer's factories], do hereby authorize _____ [insert complete name of Bidder] to submit a Bid the purpose of which is to provide the following Goods, manufactured by us _____ [insert name and or brief description of the Goods], and to subsequently negotiate and sign the contract.

Further, we M/s _____ [insert complete name of Manufacturer] undertake that our supplier / local agent / bidder i.e M/s _____ [insert complete name of Bidder] will ensure the supply the material under this tender at the same price and terms & conditions of the contract issued to our supplier / local agent / bidder M/s _____ [insert complete name of Bidder].

Further, for non-fulfilment of contracted obligations, bidder and its quoted manufacturer both will be held responsible & bothe will be dealt as per PPRA Rules and bidding document conditions.

We hereby extend our full guarantee and warranty in accordance with Clause-18 of the General Conditions of Contract with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

Dated on _____ **day of** _____ **[insert date of signing]**

Form11

Technical Compliance

Hardware Servers			Compliance
Items	Servers Requirement	QTY	Yes/No
Server Chassis/Drive bays	2 x 2U Front 8SFF hot-swap drive bays Drive Backplane Module	10	
Processor	2 x Intel® Xeon Gold 6548(2.8GHz/32Cores/60MB/250W) CPU Module or Higher		
Memory	Minimum 512GB DDR5 RDIMM 5600MHz ECC or Higher		
System disk	2 x 480GB 6G SATA 2.5in RI SSD or Higher for OS Installation		
Storage	5 x 7.68TB 6G SATA/SAS 2.5in RI SSD		
PCIe Slots	1 x PCIe Gen5 x16 slot and 2 x PCIe Gen4 x8 slots		
Ethernet	2 x Dual port 25GbE SFP28 with compatible optical transceivers & backward 10Gb Ethernet infrastructure support. 4x1GE PCIe Network Adapter		
HBA Card	2 x Single-port 32Gb FC HBA - Fiber Channel Host Bus Adapter with Multi-mode Optical Transceiver		
RAID Controller Card	1 x PCIe RAID Controller, 4GB Cache with RAID 0,1,5,6,10,50,60 Support		
Power supply	2x 1500W AC & 240V Power Supply or Higher		
Rack mount rail	Complete Rail Kit for Rack Mounting with Cable Management Arm		
Management Software	Embedded Server Management Software		
Cables	PDU & AC Power Cables		
Warranty	3 Years 5x9 ND support with warranty and replacement of parts		

Performance Guarantee Details

After delivery and acceptance of the Goods, the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with the SSC clause 14 and 15. The Performance Security (or guarantee) shall be extended by the firm in case any defect or replacement of material is claimed until the expiry/extended warranty period.

Successful bidder will have to submit a Performance Bond / Security in the shape of CDR / Pay Order / Bank Draft / Bank

Guarantee on the specified Proforma (**valid for 36-months from the receipt of last consignment**) equal to **5% of the total**

Value of contract inclusive of applicable amount General Sales. Performance Bond / Security must be issued by the following schedule Banks of Pakistan having credit rating "AA" and above, as decided and circulated by the BOD LESCO in its 239th meeting held on 30.11.2021.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
NBP	BOP	HBL	UBL	ABL	MCB	Bank Al-Falah	Bank Al-Habib	Faynal Bank	Askari Bank	Meezan Bank	Zari Tarqati Bank	Habib Metropolitan Bank	Samba Bank Ltd.	Std. Ctd. Bank	Dubai Islamic Bank	JS Bank

Performance Security or Bank Guarantee / Performance Guarantee shall be submitted in favour of the Purchaser/CEO LESCO within 07-days from the date of issuance of Letter of Intent (LOI). and shall be prepared on Performa appended in "Standard Forms".

In case of further delay due to late submission of performance guarantee / bond, Purchase Order will be issued after deducting the delayed period from the legitimate delivery schedule mentioned in the LOI or bidding documents. Bank Guarantee shall be furnished on non-judicial stamp paper of value as prescribed by the Government. The Performance security must be furnished along with acceptance of Letter of Intent in writing before the formal issuance of the Purchase Order.

Failure of successful tenderer to comply with the requirement of GCC Clause 10 shall constitute sufficient grounds for the annulment of award and forfeiture of the Tender Security.

In case of non-submission of performance Security within 7- days from the notification of Contract award / Notification of Award, the bid security shall be forfeited.

The performance security shall be furnished on non judicial paper of value prescribed by the Government

Performance security shall be furnished on non- judicial stamp paper of value **Rs.500/-**

The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: 5% of the total bid price (including GST)

Time period of validity: shall be **36-months** from the date of completion of supply

- (1) Performance Guarantee submitted by the successful Firm and its verification from the concerned Bank
Letter of Intent (LOI) by LESCO and its acceptance by the successful bidder

Inspection/Delivery/Delivery Documents Details

Inspection of the material will be carried out at your works by the authorized representatives of the office of Director General (IT) LESCO and Chief Engineer (TS) Design, if required by the purchaser / competent authority. Notice in writing shall have to be given to the office of Chief Engineer (MM) LESCO Ltd. 22-A Queen Road, Lahore by you when the store against the order is ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in General shall have to be afforded to the Inspecting Officer by you at your expense for carrying out inspection.

All expenses of LESCO Inspectors shall be borne by the Tenderer including Boarding/Lodging, Daily Allowance etc.

Stage inspection may be carried out, if necessary. Inspection Call shall be declared fake if the store against the inspection call is less as per the mentioned quantity.

All reasonable facilities followed by the industry or trade, in general, shall have to be accorded to the inspecting officers at your expense for carrying out the inspection.

The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection, if after inspection, such portion thereof as he may decide, on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.

The decision of the Inspecting Officer shall be binding on the supplier.

If the stores are rejected as aforesaid, then without prejudice to the right of the Purchaser, the supplier may submit stores in replacement of those rejected but resubmission will not mean the extension of the delivery period.

On final rejection, the purchaser shall have the following rights:

- a. To purchase the rejected goods at the supplier's cost and expense.
- b. To terminate the contract/PO and recover from the supplier the loss the Company, thereby incurs.

LESCO reserves the right to re-inspect, re-test and, where necessary, reject the Goods after their arrival at the final destination. This shall in no way be limited to or eased because of the Goods having previously been inspected, tested and passed by LESCO or its representative prior to the Goods' shipment. The decision of LESCO based on the reports of re-inspection and/or re-testing shall be binding on the manufacturer/supplier.

The Goods shall be packed properly in accordance with standard packing followed by the industry or trade, in general that ensures the goods delivery to its final destination without any damage, scratch or physical loss.

The word "Lahore Electric Supply Company" or LESCO with PO No. & year of manufacturing together with other essential markings shall be provided.

Upon delivery of the Goods, the Supplier shall notify LESCO and mail the following documents to LESCO:

- i. One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. Delivery Note \ Railway Receipt / Truck receipt;
- iii. Manufacturer's or Supplier's warranty certificate;

Inspection certificate issued by the Chief Engineer (TS)-Design 132-KV Grid Station Paragon City Lahore.

Payment Details

The payment will be made directly by the Chief Financial Officer LESCO Lahore within (30) days on the presentation of the following documents: -

- i. Invoice of the supplied material in triplicate.
- ii. Confirmation letter of acceptance of performance Bond/Security by the Chief Engineer (MM) LESCO.
- iii. Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment certificate).
- iv. Inspection by Chief Engineer TSD or CITO office or their designated personals
- v. Professional Tax paid certificate by the firm.
- vi. All Federal & Provincial Taxes will be applied as per prevailing laws.
- vii. Copy of General Sales Tax/Excise Duty Invoice.
- viii. The manufacturer/supplier in its invoices shall also give an undertaking, in case of omission of any deductible amount; LESCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to them.

As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.

Bid liable to rejection

Bid is liable to rejection if any of the following documents found missing:-

1 Integrity Pact (No contract amount should be mentioned) at time of bid submission. However, if contract award, the Integrity Pact must be submitted for the contract amount exceeding 10 Million. (Form-10)

2 No Deviation certificates from Commercial terms and technical specification.(Form-8 and Form-9).

3 Income Tax returns for last 2-years.

4 Audited Financial Reports of last 3-years.

5 Declaration for no blacklisting / debarment from NTDC/WAPDA/DISCOs/GENCOS/Govt. Dept. Or any organization (locally or internationally) for the bidder.

6 Declaration regarding no involvement in litigation case, if involved then submit the Form accordingly. (Form-07) Bidders are required to submit details of all litigations, arbitration and other claims whether pending threatened or resolved in last five years. The employer / Purchaser may disqualify bidder in the even that the total amount of pending or threatened litigation, arbitration and other claims represents twenty five percent (25%) of the Bidder's net worth. Details in this regard should be submitted in the Bid on attached form of pending litigation (Along with proof/ documentary evidences of required net worth). (Form-07) Bidder will be considered as non-responsive if total amount of pending litigation or other claims represent twenty five percent (25%) of bidder's net worth. Detail in this regard should submitted with bid.

OR

No litigation certificate to be submitted by bidder in case of no-litigation. (FORM-07)

7 Complete bid schedule duly signed and stamped (in duplicate) by the bidder. Non-submission of bid schedule or failure to fill the bid schedule shall result in non-qualification of bidder.

8 Technical literature / Product Brochures / Datasheets along with make and origin of product offered.

9 Last 2-years Performance of the FIRM (Copy of P.O/Work-Order/Contract), for the offered product / service was previously supplied to any formation of NTDC / WAPDA/DISCOs/GENCOS/Govt. Dept/Semi Govt./Pvt Firms (Form-6) Experience will be counted from date of PO/Contract/Service order.

10 100 % Compliance sheet serial no. wise with technical specifications as mentioned in Section -V – Technical Specifications to be attached with the Bid.

11 Please mention the country of origin / manufacturing / assembly of the quoted brand / model.

12 The firm will be declared non-responsive if the firms /bidders/suppliers/contractors/local agents/subsidiaries, who have defaulted/did not supply , material/ poor performance/forfeiture of bid or performance security / sub-standard material against any contract agreement/purchase order in WAPDA/NTDC/DISCOs during the last three (03) years starting from the date of

opening of this tender.

13 Not accompanied with a bid guarantee or with insufficient/less/short validity or un-acceptable tender/bid guarantee or on format other than provided in the bidding document or not comply with BDS Clause 12 and ITB 18.1, 18.3...

If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled, at his option, either:-

- i. To recover from you liquidated Damages levied at the rate of 2% per month or part thereof subject to the maximum up to 10% of the contract price, the liquidated damages shall be recovered only on the stores supplied late except where undelivered stores hold up the use of other stores, when it shall be for the total value of the contract. The recovery of liquidated damages mentioned above can be affected from any payment due to you from any unit of WAPDA /PEPCO/NTDC/DISCOs/GENCOs.
OR
- ii. To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment
OR
- iii. To cancel the contract at your risk and cost.

In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account, but you shall not be entitled to any gain on repurchase made against the supply order.

If during the course of execution of the contract agreement, you are blacklisted by WAPDA / PEPCO/NTDC/DISCOs/GENCOs, the purchaser may proceed with all or any of the actions detailed below:

- i. To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.
- ii. To stop further supplies with or without financial repercussions.
- iii. To cancel the contract with or without reservations of rights.

For Contracts to be entered with nationals of Pakistan:

1. If any dispute of any kind whatsoever shall arise between LESCO and the Supplier 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 7 (seven) 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 GM (Operation) LESCO shall act as Arbitrator/mediator.
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 Arbitration shall take place in LESCO Lahore 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 delivery of goods.

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

Furthermore, the supplier agrees that the territorial jurisdiction of the litigation shall be Lahore District. No court other than Lahore District will entertain any judicial matter in respect thereto.

TECHNICAL SPECIFICATIONS

Hardware Servers		
Items	Servers Requirement	QTY
Server Chassis/Drive bays	2 x 2U Front 8SFF hot-swap drive bays Drive Backplane Module	10
Processor	2 x Intel® Xeon Gold 6548(2.8GHz/32Cores/60MB/250W) CPU Module or Higher	
Memory	Minimum 512GB DDR5 RDIMM 5600MHz ECC or Higher	
System disk	2 x 480GB 6G SATA 2.5in RI SSD or Higher for OS Installation	
Storage	5 x 7.68TB 6G SATA/SAS 2.5in RI SSD	
PCIe Slots	1 x PCIe Gen5 x16 slot and 2 x PCIe Gen4 x8 slots	
Ethernet	2 x Dual port 25GbE SFP28 with compatible optical transceivers & backward 10Gb Ethernet infrastructure support. 4x1GE PCIe Network Adapter	
HBA Card	2 x Single-port 32Gb FC HBA - Fiber Channel Host Bus Adapter with Multi-mode Optical Transceiver	
RAID Controller Card	1 x PCIe RAID Controller, 4GB Cache with RAID 0,1,5,6,10,50,60 Support	
Power supply	2x 1500W AC & 240V Power Supply or Higher	
Rack mount rail	Complete Rail Kit for Rack Mounting with Cable Management Arm	
Management Software	Embedded Server Management Software	
Cables	PDU & AC Power Cables	
Warranty	3 Years 5x9 ND support with warranty and replacement of parts	

100% compliance of above-mentioned Technical Specifications to be submitted with the bid otherwise bid will be rejected as non-responsive.

TECHNICAL EVALUATION PARAMETERS / CRITERIA:

Note: Minimum (70%) marks must be required for the bidder to qualify for the bidding process.

Requirement	Max Marks	Description
Company Profile		
Company Employee Size		
40 and above regular employees (20 mark)	20	Documentary proof of Employee list furnished on the firm/company's letterhead signed & Stamp by Head/Lead of HR department. Attach Salary slips/Bank statement/Company Payroll statements etc.
For 30-39 regular employees (15 mark)		
For 10-29 regular employees (10 marks) otherwise (Zero 0 Marks)		
Established Offices in Pakistan		
Office in Lahore (15 marks)	15	Documentary proof of Office Presence should be furnished on the firm/company's letterhead.
Office in Pakistan (10 marks) otherwise (Zero 0 marks)		
Average Annual Turnover		
300 Million or Above (25 marks)	25	Provide last 3 years audited financial statements to support the claim
200 to 300 Million (20 marks)		
Annual Turnover 50 to 200 Million (10 marks) otherwise (Zero 0 Marks)		
Experience		
Relevant Experience		
Providing Servers for more than or equal to 7 years (25 marks)	25	Documentary proof (copies of contracts or purchase orders or service orders).
Providing Servers for more than or equal to 4 but less than <7 years (15 marks)		
Providing Servers for more than or equal to 2 but less than <4 years (10 marks)		
Otherwise less than 2 Years (Zero 0 Marks)		
Relevant Capacity Projects		
Must provide similar number of servers 05 deliveries/Projects in Pakistan. Documentary proof, including a list of client details for each project, must be provided. (03 Marks for each project) Must provide similar number of servers 02 deliveries/Projects in Pakistan (03 Marks for each project) Otherwise less than 02 deliveries/Projects (Zero 0 Marks)	15	Documentary proof, including a list of client details for each project, must be provided.
Total Marks	100	

Past Experience / Contracts

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

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

