Standard Bidding Document

Tender No. P-49/2026 Renewal of SLA Support Services Contract for IT Hardware Equipment at FBR Data Centers (Islamabad & Karachi) (Non-Consultancy Services)

National

Single Stage-One Envelope

CORRIGENDUM # 3	CORR-P90094-003
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October 12, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the " **Tender No. P-49/2026 Renewal of SLA Support Services Contract for IT Hardware Equipment at FBR Data Centers (Islamabad & Karachi)**" with the reference of **"P90094"**

2. The **Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/90094**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, October 26, 2026 03:00 PM**. E-bids will be opened on the same day at **Monday, October 26, 2026 03:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new

version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

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

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

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

2. **Source of Funds**

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

3. **Fraudualent & Corrupt Practices**

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

4. **Eligible Bidders**

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

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

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

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

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

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

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

4.1.6.1. its professional conduct; or

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Qualification of the Bidder**

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

B. Bidding Documents

6. **Contents of Standard Bidding Document**

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

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

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

7. **Clarifications**

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

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

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

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

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

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

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

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

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or permitted.
The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

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

8. **Amendment of Bidding documents**

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

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

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

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

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

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

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

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

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

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, the bidder shall furnish, as part of itsbid, 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.

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

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

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

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

12. **Form of Bid**

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

13. **Bids Prices**

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

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

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

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

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

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

15. **Bids Currencies**

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

16. **Bid Validity Period**

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

17. **Bid Security or Bid Securing Declaration**

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

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

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

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

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

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

18. **Alternative Bids by Bidders**

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

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

19. **Withdrawal, Substitution, and Modification of Bids**

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

20. **Format and Signing of Bids**

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

EPADS v2.0.

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

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

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

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

24. **Confidentiality**

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

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

25. **Preliminary Examination of Bids**

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

25.1.1. meets the eligibility criteria defined in **BDS**;

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

25.1.3. is accompanied by the required securities; and

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

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

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

26. **Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

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

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: -

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

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

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

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

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

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

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

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

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

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

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

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

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

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

30. **Determination of Most Advantageous Bids**

30.1. 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. **Abnormally Low Financial Bids**

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

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

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

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

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

32. **Rejection of Bids**

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

33. **Single Responsive Bid**

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

34. **Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

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

44. **Procuring Agency's Right to reject All Bids**

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

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

45. **Notification of Award**

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

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

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

46. **Signing of Contract**

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

47. **Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

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

48. **Corrupt & Fraudulent Practices**

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

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services 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

BDS Clause Number 1

Name of Procuring Agency: **Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited)**

The subject of procurement is: **Tender No. P-49/2026 Renewal of SLA Support Services Contract for IT Hardware Equipment at FBR Data Centers (Islamabad & Karachi)**

Expected commencement date: **Saturday, October 31, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P90094**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, October 23, 2026
Pre-Bid Meeting: Thursday, September 17, 2026 03:00 PM
Venue: Galaxy Business Center, 2nd Floor, Plot # 266-B, Street # 9, Sector I-9/3, Islamabad

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14

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**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Galaxy Business Center, 2nd Floor, Plot # 266-B, Street # 9, Sector I-9/3, Islamabad, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, October 26, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Monday***

Date: ***Monday, October 26, 2026***

Time *:* ***03:30 PM***

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievence against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

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

Eligibility Criteria	Document
1) Evidence of the bidding firm/company’s registration/incorporation.Copy of certificate of incorporation/company registration.	Yes
2) Provide National Tax Number (NTN) and GST/ PST, (if applicable) in the name of Organization.Copy of registration	Yes

3) Should be active taxpayer on the date of submitting the bid.Status report must be provided	Yes
4) Affidavit on stamp paper, declaring that company is not blacklisted by any Telco/FMCG/autonomous body/government/semi government or any organization.Affidavit on stamp paper original signed & stamped.	Yes
5) Bidder’s technical bid/ compliance to the Scope of work.	Yes
6) Bidder’s cross references to supporting information in the Technical Bid.	Yes
7) OEM confirmation of provisioning of support and services.	Yes
8) Compliance Form/ statements	Yes
9) Manufacturer’s authorization letter and a valid partnership level certificate.	Yes

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Lot Title : HUAWEI NETWORK EQUIPMENT, SAN & RACK MOUNT SERVERS FOR FBR DATA CENTERS.

Bid Security : 500000 PKR

Position	Delivery Schedule	Quantity
SLA FOR HUAWEI NETWORK EQUIPMENT(TOR Huawei CE6870-48T6CQ-EI)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 4/Qty	4/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT (Media Switches Huawei CE6856-48T6Q-HI)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei P FIRE WALL USG6680 - USG6650)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty

Position	Delivery Schedule	Quantity
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei C FIRE WALL USG6650 - USG6680)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT (Huawei Core Switch CE12800S)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT (Huawei USG6655E NGFW)	**Address:** Deployed at Karachi Data Center Custom House **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei USG6615E NGFW)	**Address:** Data Center Islamabad & Karachi **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty

Position	Delivery Schedule	Quantity
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei USG6635E NGFW)	**Address:** Data Center Islamabad & Karachi **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei USG6620 NGFW)	**Address:** Deployed at FBR House Data Center- Site A (AEOI) **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei Cloud Engine CE6810- 32T16S4Q-LI)	**Address:** deployed at FBR House Data Center- Site A (AEOI) **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei CE6881- 48T6CQ Switch)	**Address:** Deployed at Karachi Data Center Custom House **Schedule:** 01 week **Quantity:** 6/Qty	6/Qty

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Position	Delivery Schedule	Quantity
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei CE16804 Switch)	**Address:** Deployed at Karachi Data Center Custom House **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei S5732 Switch)	**Address:** Deployed at Karachi Data Center Custom House **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
DELIVERY OF THE HUAWEI OCEANSTOR Huawei OceanStor 18500 V5 (HDD SAS (1.2 TB)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 4/Qty	4/Qty
DELIVERY OF THE HUAWEI OCEANSTOR Huawei OceanStor 18500 V5 (HDD SSD (3.8 TB)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 4/Qty	4/Qty

Position	Delivery Schedule	Quantity
DELIVERY OF THE HUAWEI OceanStor 5500/5600 V5 (HDD NLSAS 4TB)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
DELIVERY OF THE HUAWEI OceanStor 5500/5600 V5 (HDD NLSAS 4TB)	**Address:** Deployed at Karachi Data Center Custom House **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
DELIVERY OF THE HUAWEI OceanStor 2600 V3 (1.2 TB SAS 10K 12 G Drive for OceanStor 2600 V3)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
DELIVERY OF THE HUAWEI OceanStor 2600 V3 (900 GB SSD Drive for OceanStor 2600 V3 SAN Disk (AEOI)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty

Position	Delivery Schedule	Quantity
DELIVERY OF THE HUAWEI SERVER 2488 V5 COMPONENTS (Power Supply)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 2/Qty	2/Qty
DELIVERY OF THE VTL TAPE LIBRARY COMPONENTS (Power Supply for tape library IBM TS 4300)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 1/Qty	1/Qty
DELIVERY OF THE VTL TAPE LIBRARY COMPONENTS (Tape Drive for tape LIB IBM TS 4300)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 week **Quantity:** 1/Qty	1/Qty
DELIVER OF THE HUAWEI OCEANSTOR (FC Switch Power Supply)	**Address:** Deployed At FBR House Data Center- G5- Islamabad **Schedule:** 01 Week **Quantity:** 1/Qty	1/Qty

Lot Title : DELL (EMC) STORAGE AREA NETWORK & RACK MOUNT SERVERS FOR PRAL DATA CENTERS

Bid Security : 500000 PKR

Position	Delivery Schedule	Quantity
SLA FOR THE DELL RACK MOUNT SERVERS (Dell Servers PowerEdge R940 (Intel(R) Xeon(R) Platinum 8260 CPU @ 2.40GHz Ram 1TB)	**Address:** Deployed at Karachi Data Center Custom House **Schedule:** 01 week **Quantity:** 10/Qty	10/Qty
DELIVERY OF DELL EMC UNITY 400 COMPONENTS (EMC 1.2 TB 2.5 inch 10k 12G SSD Drive)	**Address:** Custom House Karachi **Schedule:** 01 week **Quantity:** 5/Qty	5/Qty

Lot Title : EXADATA (X8)

Bid Security : 100000 PKR

Position	Delivery Schedule	Quantity
1.2TB - 10000 RPM SAS-3 Disk Drive Assembly	**Address:** FBR Datacenter Constitution Avenue G-5 **Schedule:** 01 week **Quantity:** 3/Qty	3/Qty
14TB - 7200 RPM SAS-3 Disk Drive Assembly	**Address:** Custom House Karachi **Schedule:** 01 week **Quantity:** 4/Qty	4/Qty

Related Services :

No

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Services Specifications

Lot Title : HUAWEI NETWORK EQUIPMENT, SAN & RACK MOUNT SERVERS FOR FBR DATA CENTERS.

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(TOR Huawei CE6870-48T6CQ- EI)

Specifications / Requirements:

Identity No 2102351GCK10K6000004 2102351GCK10K6000010 2102351GCK10K6000005 2102351GCK10K6000003

Position: SLA FOR HUAWEI NETWORK EQUIPMENT (Media Switches Huawei CE6856-48T6Q-HI)

Specifications / Requirements:

Identity No 2102351YPQDMKC000339 2102351YPQDMKC000319

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei P FIRE WALL USG6680 - USG6650)

Specifications / Requirements:

Identity No. 210235G7G410K6000101 210235G7G410K6000084

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei C FIRE WALL USG6650 - USG6680)

Specifications / Requirements:

Identity No. 210235G7G710K6000077 210235G7G710K6000078

Position: SLA FOR HUAWEI NETWORK EQUIPMENT (Huawei Core Switch CE12800S)

Specifications / Requirements:

Identity No. 2102114454P0K5000079 2102114454P0K5000080

Position: SLA FOR HUAWEI NETWORK EQUIPMENT (Huawei USG6655E NGFW)

Specifications / Requirements:

Identity No. 102130033878 102130033879

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei USG6615E NGFW)

Specifications / Requirements:

Identity No. 102130033884 102130033882

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei USG6635E NGFW)

Specifications / Requirements:

Identity No. 102130033881 102130033880

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei USG6620 NGFW)

Specifications / Requirements:

Identity No. 210235951910j4000027 210235951910j4000028

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei Cloud Engine CE6810- 32T16S4Q-LI)

Specifications / Requirements:

Identity No. 2102350EWD10J3000225 2102350EWD10J3000221

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei CE6881- 48T6CQ Switch)

Specifications / Requirements:

Identity No. 2102353GLC10LC000215 2102353GLC10M2000044 2102353GLC10LC000014 2102353GLC10M1000063 2102353GLC10LC000005 2102353GLC10LC000026

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei CE16804 Switch)

Specifications / Requirements:

Identity No. 102130033878 102130033879

Position: SLA FOR HUAWEI NETWORK EQUIPMENT(Huawei S5732 Switch)

Specifications / Requirements:

Identity No. 102120066870 102120066872

Position: DELIVERY OF THE HUAWEI OCEANSTOR Huawei OceanStor 18500 V5 (HDD SAS (1.2 TB)

Specifications / Requirements:

Part # 02350GKF Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL

Position: DELIVERY OF THE HUAWEI OCEANSTOR Huawei OceanStor 18500 V5 (HDD SSD (3.8 TB)

Specifications / Requirements:

Part # 02352LJN Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL

Position: DELIVERY OF THE HUAWEI OceanStor 5500/5600 V5 (HDD NLSAS 4TB)

Specifications / Requirements:

Part # 02351SGG Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL

Position: DELIVERY OF THE HUAWEI OceanStor 5500/5600 V5 (HDD NLSAS 4TB)

Specifications / Requirements:

Part # 2352WFQ Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL.

Position: DELIVERY OF THE HUAWEI OceanStor 2600 V3 (1.2 TB SAS 10K 12 G Drive for OceanStor 2600 V3)

Specifications / Requirements:

Part # 02350SLW Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL.

Position: DELIVERY OF THE HUAWEI OceanStor 2600 V3 (900 GB SSD Drive for OceanStor 2600 V3 SAN Disk (AEOI)

Specifications / Requirements:

Part # 02350YME Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL.

Position: DELIVERY OF THE HUAWEI SERVER 2488 V5 COMPONENTS (Power Supply)

Specifications / Requirements:

Part # 02312GHE Deployment Cost (Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL).

Position: DELIVERY OF THE VTL TAPE LIBRARY COMPONENTS (Power Supply for tape library IBM TS 4300)

Specifications / Requirements:

Part # 02312GHE Deployment Cost (Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL).

Position: DELIVERY OF THE VTL TAPE LIBRARY COMPONENTS (Tape Drive for tape LIB IBM TS 4300)

Specifications / Requirements:

Deployemnt Cost (Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL).

Position: DELIVER OF THE HUAWEI OCEANSTOR (FC Switch Power Supply)

Specifications / Requirements:

Part # Brocade G620 OEM by Huawei SNS3696E Deployemnt Cost (Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL).

Lot Title : DELL (EMC) STORAGE AREA NETWORK & RACK MOUNT SERVERS FOR PRAL DATA CENTERS

Position: SLA FOR THE DELL RACK MOUNT SERVERS (Dell Servers PowerEdge R940 (Intel(R) Xeon(R) Platinum 8260 CPU @ 2.40GHz Ram 1TB)

Specifications / Requirements:

Identity no GNV3WB3, FNV3WB3,1PV3WB3, 9NV3WB3, BNV3WB3, 2PV3WB3, CNV3WB3, HNV3WB3, JNV3BWB3, DNB3WB3 DELL R940 Server Specification/Configuration Detail: • DELL R940 Specification: • Processors: Intel(R) Xeon(R) Platinum 8260 CPU @ 2.40GHz (4 x 24 core socket=96 Cores) • RAM: 16*64=1024 GB Ram HDD/SAS 2.4TBx4 SATA 480x2 • NICs: 4 Ports x 1 Broadcom Adv. Dual 10GBASE-T Ethernet • FC HBA: • 2 Ports x 1 QLogic QLE2692 16Gbps Dual Port Fiber Channel Controller • 2 Ports x 1 QLogic QLE2692 16Gbps Dual Port Fiber Channel Controller

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Position: DELIVERY OF DELL EMC UNITY 400 COMPONENTS (EMC 1.2 TB 2.5 inch 10k 12G SSD Drive)

Specifications / Requirements:

Device Model Serial Number EMC Unity 400 CKM00170500330 Part Number 5051632 Deployment Cost Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL.

Lot Title : EXADATA (X8)

Position: 1.2TB - 10000 RPM SAS-3 Disk Drive Assembly

Specifications / Requirements:

Parts Part Number Disks 7363537

Position: 14TB - 7200 RPM SAS-3 Disk Drive Assembly

Specifications / Requirements:

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

TECHNICAL SPECIFICATIONS

Scope of Services

PRAL requires bidders who are authorized partners of OEM to provide the warranty, support services and parts replacement for the listed Data Center Core IT Equipment. The equipment is to be deployed at FBR's Data Centers located in FBR House, Islamabad and Custom House, Karachi. The support and subscription services are required till 30th June 2027.

• Bidders have to clearly specify the support procedure for level 1, level 2 support and escalation to level 3 if the issue is not resolved.

• Bidder have to specify the fault reproduction/fixing mechanism.

• Specify the defect tracking and reporting mechanism.

• Bidder have to specify the responsibility matrix and escalation matrix.

• Bidders should have back-to-back SLA with OEM for the LOTs wherein SLA support services are required by PRAL.

• All critical updates and patched upgrades should be carried out by the Certified Engineers of

Bidder backed by OEM.

• Bidder Must provide support as and when needed by PRAL and also ensure engagement of

OEM when required for any escalated issue,

• The bidder will also be responsible for the renewal of all licenses and subscriptions for the devices covered under the annual maintenance contract (AMC).

• During the support period, the bidder shall be responsible for any new patch/firmware configuration required by PRAL.

• The bidder should have OEM certified Engineers with hands on experience (05 or more than

05 years) on the listed devices, equipment deployment and configurations.

• OEM TAC Portal access shall give to PRAL team for SR Opening Or TAC case escalation. The administrative User ID of TAC Portal must be of PRAL team

• The support engineer from OEM Partner/bidder shall be onsite within Four (04) hours of reporting of issue.

• The bidder must be highest tier partner of the OEMs

• The LOTs wherein SLA support services are required from OEM. The support services shall consider effective from the date of signing of contract with PRAL.

The replacement of faulty components is required within 24-48 hours, in case replacement require additional time the bidder/OEM has to ensure that backup equipment is provided for smooth functioning.

a. Specifications, Performance Standards, and Functional requirements:

Onsite comprehensive AMC and management for all the hardware components including replacement of spares, parts as and when necessary during the term of the contract period from date of contract.

In case of failure of hardware, system software the vendor shall ensure that system is made operational to the full satisfaction of PRAL within the defined CTR (call to repair) period.

In the event of system break down or failures at any stage, availability of protection, shall be

ensured through the following:

■ Diagnostics for identification of systems failures

■ Sharing of RCA.

b. Configuration/Patch Management:

o All critical security patches, firmware upgrades, security subscription updates should be carried out by the Partner/bidder during the AMC.

o Bidder should provide and implement patches / upgrades / updates for Hardware as and when released by the OEM or as per requirements of PRAL.

o Bidder must cover and provide the all-updated firmware upgrades, subscriptions, including the OS upgradation of the devices without any additional cost.

o Bidder should bring to notice of PRAL all release /version change.

o Bidder should obtain a written permission from PRAL before applying any of the patches / upgrades / updates.

o Bidder has to support older versions of the software / Hardware / OS/ Middleware etc. in case PRAL chooses not to upgrade to latest version.

o Bidder has to provide recent updates to PRAL proactively related to any newly

published firmware’s, releases, patches and its criticality.

o Bidder will be responsible for planning, Risk Analysis and analyze the impact of new firmware/patch in PRAL deployed configurations on the installed equipment and its proper execution.

c. Hardware/Part Replacement:

- The selected vendor will provide the parts/hardware as mentioned in the bill of quantity against each component during the contract period.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

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

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

1.1.2. “The Contract” means an agreement enforceable by law;

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

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

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

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

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

1.1.8. **“**Day” means calendar day unless indicated otherwise;

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

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

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

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

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

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

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

7. **Effectiveness of Contract**

7.1. 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.**

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

11.1. 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.

12. **Modification**

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

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

13. **Force Majeure**

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

13.2. **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.

13.3. **Extension of Time**

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

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

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

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

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

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

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

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

14.2. **By the Contractor**

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

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

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

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

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

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

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

16.3. **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:

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

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

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

17. **Insurance to be Taken Out by the Contractor**

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

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

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

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

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

20.3. **Lack of performance penalty**

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

21. **Performance Guarantee**

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

21.2. 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.

21.3. 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**.

21.4. 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.**

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

30. **Correction of Defects, and Lack of Performance Penalty**

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**
If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.
Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited), Manager Galaxy Business Center, 2nd Floor, Plot # 266-B, Street # 9, Sector I-9/3, Islamabad, Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is:Tender No. P-49/2026 Renewal of SLA Support Services Contract for IT Hardware Equipment at FBR Data Centers (Islamabad & Karachi)

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

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.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited), Manager
Galaxy Business Center, 2nd Floor, Plot # 266-B, Street # 9, Sector I-9/3, Islamabad, Islamabad Capital Territory
+92-334-531-4503
procurement@pral.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited), Manager
Galaxy Business Center, 2nd Floor, Plot # 266-B, Street # 9, Sector I-9/3, Islamabad, Islamabad Capital Territory
+92-334-531-4503
procurement@pral.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

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 Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** 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.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

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.

Number of GC Clause F

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.

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. 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**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. 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.

iv. 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**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at 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.:***P90094***

To: **Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited), Manager Galaxy Business Center, 2nd Floor, Plot # 266-B, Street # 9, Sector I-9/3, Islamabad, Islamabad Capital Territory**

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 **Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited), Manager Galaxy Business Center, 2nd Floor, Plot # 266-B, Street # 9, Sector I-9/3, Islamabad, Islamabad Capital Territory**

(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. P-49/2026 Renewal of SLA Support Services Contract for IT Hardware Equipment at FBR Data Centers (Islamabad & Karachi) (*P90094*)** 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: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE 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 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.

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Revenue Automation Pvt Limited (Pakistan Revenue Automation Pvt Limited), Manager Galaxy Business Center, 2nd Floor, Plot # 266-B, Street # 9, Sector I-9/3, Islamabad, Islamabad Capital Territory**

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}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure A (Scope of Work)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure A (Scope of Work)** (page number: 84)

Annexure B (Eligibility Criteria)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure B (Eligibility Criteria)** (page number: 99)

Annexure C (Financial Proposal Lot I)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure C (Financial Proposal Lot I)** (page number: 101)

Annexure D (Financial Proposal Lot II)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure D (Financial Proposal Lot II)** (page number: 107)

Annexure E (Financial Proposal Lot III)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure E (Financial Proposal Lot III)** (page number: 110)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
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Additional Forms and Documents

CONTRACT

BETWEEN

PAKISTAN REVENUE AUTOMATION LTD

AND

VENDOR NAME

FOR HIRING OF SUPPORT SERVICES OF NETWORK EQUIPMENT & SERVER, STORAGE COMPONENTS DEPLOYED AT FBR DATA CENTERS, ISLAMABAD AND DATA CENTER CUSTOM HOUSE KARACHI

Tender No: _____

The Contract for provision of professional Support Services for **NETWORK EQUIPMENT & SERVER,**

STORAGE COMPONENTS Deployed at FBR Data Centers, Islamabad and Data Center, Customs House Karachi (hereinafter referred to as "this Contract") is made on this _____ day of _____, 2026

By and Between

Pakistan Revenue Automation (hereinafter referred to as "PRAL") having its registered office at Software Technology Park, Constitution Avenue, G-5, Islamabad which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assignees) of the one part;

And

M/s [ ] having its office at [ ] (hereinafter referred as "the Contractor") of the other part;

Both PRAL and the Contractor may be collectively referred to hereinafter as "the Parties" and either of them individually as "Party".

WHEREAS PRAL intends to engage the Contractor to perform the Scope of Services as defined in Clause 1*and further detailed at Annexure-B*.

AND WHEREAS the Contractor warrants and represents that the Contractor has necessary knowledge and relevant experience and capability to perform the Services in accordance with the terms of this Contract.

AND WHEREAS the Contractor has qualified through a competitive bidding processes conducted by PRAL and has agreed to perform and complete the required Services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and contracts the Parties hereto, agree to the following terms and conditions:

1. **Scope of Services**

The Contractor shall perform its services as per the detailed Scope provided in Annexure-B hereof.

2. **Payment Terms**

2.1 The total price of the Contract is _____(Contract Price) which is inclusive of all out of pocket expenses, applicable taxes & levies and is as per the break-up provided at Annexure A (Price Schedule) of this Contract.

2.2 Payments will be made on quarterly basis after the completion of preceding quarter and the verification of the services rendered.

2.3 No payment shall be made to the Contractor in advance as mobilization advance or on any other account.

2.4 Contract Price shall be payable, within thirty days, to the Contractor upon successful completion of Services, for each quarter, as per requirements and satisfaction of PRAL and receipt and acceptance of original error free invoices.

2.5 All payments shall be made through crossed cheque in Pak Rupees (PKR) in the favor of the Contractor.

2.6 Taxes will be deducted at source as per applicable laws at the time of payment.

2.7 The payment shall be made to the Contractor only when it is on the Active Taxpayers List (ATL) of FBR. If the Contractor is not in ATL at the time of processing of invoice, no payment shall be made until the Contractor appears in ATL of FBR.

3. Obligation of the Contractor

3.1 The Contractor undertakes and agrees that it shall perform the Services and carry out its obligations under this Contract with all due diligence, care, efficiency and economy and to the acceptable standards. The Contractor acknowledges and agrees that it shall, without incurring any additional cost to PRAL, be liable to re-perform and rework all or any part of the Services which are deficient in any manner. The Contractor shall always act, in respect of any matter relating to Services, as per the best practices of the industry and in the most professional manner and shall at all times support and safeguard PRAL's legitimate interests in any dealings.

3.2 The Contractor agrees and undertakes that it shall upon completion of work related to its Services submit the same for PRAL's approval. PRAL will give its approval within due time.

3.3 In case PRAL identifies any lack of compliance with the applicable laws or standards that could result in a legal claim against PRAL, and upon written request by PRAL, the Contractor undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.

3.4 The Contractor undertakes and agrees with PRAL, its officers, employees, directors, Contractors and advisors (the "PRAL Indemnified Persons") that it shall keep the PRAL Indemnified Persons, both during and after the term of this Contract, fully and effectively indemnified and harmless against all losses, claims, damages, liabilities or expenses (including reasonable legal fees), suffered by the PRAL Indemnified Persons arising out of or in connection with this Contract or the Scope of Services to be provided by the Contractor, where such losses, claims, damages, liabilities or expenses is/are the result of the bad faith, gross negligence or willful misconduct of the Contractor, provided that the Contractor shall not be liable for indirect or consequential losses or damages; provided further the aggregate liability of the Contractor shall under no circumstances exceed the aggregate remuneration received by the Contractor from PRAL in terms of this Contract.

3.5 Any interruption in the Services or Where there is loss of quality of services, non-resolution of escalated tickets, unavailability or delayed delivery of required support services, downtime in excess to the allowed limit as specified in this Contract may entail imposition of fine (liquidated damages) up and to a maximum of 10% of the faulty part for quarterly invoiced value. This condition may be waived off by PRAL on its discretion or in case of force majeure which shall be proved by Contractor and supported by documentary evidence. Moreover, if the Contractor fails to complete the assignment/rectify the disruption and/or downtime within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10% of Contract price; PRAL, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the Contract and forfeit performance guarantee(s).

4. Term & Termination

4.1 This Contract shall become effective upon signing by both the Parties and remain effective and valid for one (01) years. The Contract may be extended for a period of another one (01) year, with mutual consent of the Parties.

4.2 **Termination of Contract for Default**

a. PRAL, without prejudice to any other remedy for breach of Contract, by written notice served on the Contractor may terminate this Contract in whole or in part if;

i. the Contractor fails to render its services as specified in this Contract or any extension thereof granted by PRAL.

ii. the Contractor fails to adhere and compliance to the mandatory services and requirements stated in Annexure-B for scope of services under the Contract.

ii. the Contractor fails to perform any other obligation under the Contract; or

iii. the Contractor, in either of the above circumstances, does not cure its failure within a period of twenty (20) days (or such longer period as PRAL may authorize in writing) after receipt of the default notice from PRAL.

b. In the event PRAL terminates the Contract in whole or in part, PRAL may procure, upon such terms and in such manner as it deems appropriate, services (and goods – if applicable) similar to those undelivered and/ or unperformed and/ or not delivered/ performed as per requirements and standards set forth in the Contract, and the Contractor shall be liable to PRAL for any excess costs for such same similar services (and goods). However, the Contractor shall continue, performance of the Contract to the extent not terminated.

4.3 **Termination for Insolvency**

Without prejudice or affecting of any right action or remedy which has accrued or will accrue thereafter to PRAL, PRAL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt or otherwise insolvent (this includes voluntary as well as involuntary winding up of the Contractor/ Company).

4.4 **Termination for Convenience**

a. PRAL may by written notice served on the Contractor terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for PRAL convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

b. The services (and goods), those are complete (and ready for shipment) and/ or can be delivered/ performed within thirty (30) days from the Contractor's receipt of notice of termination shall be purchased/ paid by PRAL at the Contract terms and prices. Moreover, payment for the work/ services already delivered and completed and duly accepted by PRAL till serving of such notice by PRAL and receipt by the Contractor shall be made by PRAL to the Contractor as per respective terms and conditions of the Contract.

5. Confidentiality

5.1 The Contractor agrees to hold in confidence for a period commencing with the signing date and ending five (5) years following the Term of this Contract*or eight (8) years following the extended term of the Contract (as per clause 4.1 of the Contract)*, any information supplied to it by PRAL and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential. PRAL may require the Consultant to sign a separate Non-Disclosure Agreement (NDA).

5.2 The Contractor further agrees to require its sub-Contractors and employees to enter into appropriate nondisclosure contracts relative to such confidential information as may be communicated to them by the Contractor

and / or the PRAL.

5.3 The provisions of clause 5 shall not apply to information within any one of the following categories:

a. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
b. information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
c. information received by a Party from any other Person which did not have a confidentiality obligation with respect thereto; and
d. other than as may be required by a Governmental Authority, and then only to the extent required, neither Party shall publish the terms and conditions of this Contract, unless the other Party provides its express prior written consent thereto.

5.4 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Customer disclosed under this Agreement. In maintaining confidentiality, hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the Customer:

a. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
b. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Customer or its clients or their projects.

6. Conflict of Interest

PRAL/GoP policy requires that Contractor provide professional Services and at all times hold the interest of PRAL paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Contractor has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of PRAL. Failure to disclose said situations may lead to the termination of this Contract.

7. FORCE MAJEURE

7.1 For the purposes of this Contract, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Contract impossible, and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of the Contractor to carry out the Works/Services. Force Majeure shall not include:

(i) any action or failure to take action by a Party;
(ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's Sub-Contractors or personnel or agents or employees; and
(iii) any event which a diligent Party could reasonably have been expected both:(a) to have taken into account at the time of the Effective Date of this Contract; and (b) to have avoided or overcome in the course of carrying out its obligations under this Contract.

(iv) Anything not in the reasonable control of the contractor, or any issue to shortage of the raw material and due to global pandemic

7.2 A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstances or event of Force Majeure and shall furnish such relevant information as is available relating to such event.

8. Conflict of Interest

PRAL/GoP policy requires that Contractor provide professional Services and at all times hold the interest of PRAL paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The contractor has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of PRAL. Failure to disclose said situations may lead to the termination of this Contract.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

9. Delivery Schedule

The successful bidder may be in a position to deliver the equipment against respective LOT within the stipulated time period as mentioned in the delivery schedule.

S #	Warranty Support Services	Delivery of Services	Delivery Location
1.	**SLA SUPPORT SERVICES FOR NETWORK EQUIPMENT & SERVER, STORAGE COMPONENTS FOR FBR DATACENTERS**	1 week after the issuance of Purchase Order	FBR Datacenter Islamabad & Karachi

9.1 PENALTIES

In case of failure to comply with the delivery schedule of the contract(s), penalty will be imposed at the rate mentioned in the table below on the defaulting bidder:

Duration	Penalty rate (% of the work order)
Late Services or not resolving the Issues by 1-4 weeks	1-5%
Late Services or not resolving the Issues by 4-8 weeks	6-10 %
Late Services or not resolving the Issues more than 8 weeks	10-15%

- After acceptance of Purchase Order, if the vendor later on cancels the order, 5% bid security will be forfeited
- After signing of the mutually agreed contract, if the vendor later decides to cancel the order, 10% bank guarantee will be forfeited and vendor will be blacklisted from participating in any future PRAL's tenders.
- PRAL reserves the rights to waive off penalty, or decrease the penalty percentage, if the vendor can reasonably establish that delay is attributable to unforeseen and extenuating circumstances beyond its control. PRAL's decision in this matter will be final and cannot be challenged in any court of law.
- In case of an inordinate delay in delivery of the equipment/Services, PRAL reserves the right to cancel the contract and forfeit 10% bank guarantee, including blacklisting from participating in any future government tenders.

10. Integrity Pact

8.1 The Contractor 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 (GoP) or the PRAL or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

8.2 Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees 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, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation 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.

8.3 The Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to transaction with the PRAL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

8.4 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights and remedies available to the PRAL under any law, contract or other instrument, be voidable at the option of the PRAL.

8.5 Notwithstanding any rights and remedies exercised by the PRAL in this regard, the Contractor agrees to indemnify the PRAL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the PRAL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor 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 the PRAL.

11. Governing Law and Language

9.1 Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Contract which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

9.2 This Contract may be amended by a mutual agreement between the parties *and form an integral part of the Contract*. All such amendments shall be in writing signed by the duly authorized representatives of the Parties.

9.3 Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or through electronic mail, registered mail or courier on the following address:

PRAL	**Contractor**
[SALMAN RASHEED]	[ ]
[HoD Procurement]	email:
	Address::

9.4 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan as amended from time to time.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For and on behalf of **PRAL**	For and on behalf of **Contractor**
_____ [Name of authorized signatory] [Designation]	_____ [Name of authorized signatory] [Designation]

Witness 1:	Witness 2:
_____	_____
_____	_____

Escalation Matrix

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEX-B

TECHNICAL SPECIFICATIONS

Scope of Services

PRAL requires bidders who are authorized partners of OEM to provide the warranty, support services and parts replacement for the listed Data Center Core IT Equipment. The equipment is to be deployed at FBR's Data Centers located in FBR House, Islamabad and Custom House, Karachi. The support and subscription services are required till 30th June 2027.

- Bidders have to clearly specify the support procedure for level 1, level 2 support and escalation to level 3 if the issue is not resolved.
- Bidder have to specify the fault reproduction/fixing mechanism.
- Specify the defect tracking and reporting mechanism.
- Bidder have to specify the responsibility matrix and escalation matrix.
- Bidders should have back-to-back SLA with OEM for the LOTs wherein SLA support services are required by PRAL.
- All critical updates and patched upgrades should be carried out by the Certified Engineers of Bidder backed by OEM.
- Bidder Must provide support as and when needed by PRAL and also ensure engagement of OEM when required for any escalated issue,
- The bidder will also be responsible for the renewal of all licenses and subscriptions for the devices covered under the annual maintenance contract (AMC).
- During the support period, the bidder shall be responsible for any new patch/firmware configuration required by PRAL.
- The bidder should have OEM certified Engineers with hands on experience (05 or more than 05 years) on the listed devices, equipment deployment and configurations.
- OEM TAC Portal access shall give to PRAL team for SR Opening Or TAC case escalation. The administrative User ID of TAC Portal must be of PRAL team
- The support engineer from OEM Partner/bidder shall be onsite within Four (04) hours of reporting of issue.
- The bidder must be highest tier partner of the OEMs

- The LOTs wherein SLA support services are required from OEM. The support services shall consider effective from the date of signing of contract with PRAL.

The replacement of faulty components is required within 24-48 hours, in case replacement require additional time the bidder/OEM has to ensure that backup equipment is provided for smooth functioning.

a. Specifications, Performance Standards, and Functional requirements:

Onsite comprehensive AMC and management for all the hardware components including replacement of spares, parts as and when necessary during the term of the contract period from date of contract.

In case of failure of hardware, system software the vendor shall ensure that system is made operational to the full satisfaction of PRAL within the defined CTR (call to repair) period.

In the event of system break down or failures at any stage, availability of protection, shall be ensured through the following:

- Diagnostics for identification of systems failures
- Sharing of RCA.

b. Configuration/Patch Management:

- All critical security patches, firmware upgrades, security subscription updates should be carried out by the Partner/bidder during the AMC.
- Bidder should provide and implement patches / upgrades / updates for Hardware as and when released by the OEM or as per requirements of PRAL.
- Bidder must cover and provide the all-updated firmware upgrades, subscriptions, including the OS upgradation of the devices without any additional cost.
- Bidder should bring to notice of PRAL all release /version change.
- Bidder should obtain a written permission from PRAL before applying any of the patches / upgrades / updates.
- Bidder has to support older versions of the software / Hardware / OS/ Middleware etc. in case PRAL chooses not to upgrade to latest version.
- Bidder has to provide recent updates to PRAL proactively related to any newly published firmware's, releases, patches and its criticality.
- Bidder will be responsible for planning, Risk Analysis and analyze the impact of new firmware/patch in PRAL deployed configurations on the installed equipment and its proper execution.

c. Hardware/Part Replacement:

- The selected vendor will provide the parts/hardware as mentioned in the bill of quantity against each component during the contract period.

BILL OF QUANTITY

LOT-I: HUAWEI NETWORK EQUIPMENT, SAN & RACK MOUNT SERVERS FOR FBR DATA CENTERS.

A) SLA FOR THE FOLLOWING HUAWEI NETWORK EQUIPMENT:

Sr. No	Items	Quantity	Deployed At	Identity No
1.	TOR Huawei CE6870-48T6CQ- EI	4	FBR House Data Center- G5- Islamabad	2102351GCK10K6000004
				2102351GCK10K6000010
				2102351GCK10K6000005
				2102351GCK10K6000003
2.	Media Switches Huawei CE6856-48T6Q-HI	2	FBR House Data Center- G5- Islamabad	2102351YPQDMKC000339
				2102351YPQDMKC000319
4.	Huawei P FIRE WALL USG6680 - USG6650	2	FBR House Data Center- G5- Islamabad	210235G7G410K6000101
				210235G7G410K6000084
5.	Huawei C FIRE WALL USG6650 - USG6680	2	FBR House Data Center- G5- Islamabad	210235G7G710K6000077
				210235G7G710K6000078
7.	Huawei Core Switch CE12800S	2	FBR House Data Center- G5- Islamabad	2102114454P0K5000079
				2102114454P0K5000080
10.	Huawei USG6655E NGFW	2	Karachi Data Center Custom House	102130033878
				102130033879
11.	Huawei USG6615E NGFW	2	Karachi Data Center Custom House	102130033884
				102130033882
12.	Huawei USG6635E NGFW	2	Karachi Data Center Custom House	102130033881
				102130033880
13.	Huawei USG6620 NGFW	2	FBR House Data Center- Site A (AEOI)	210235951910j4000027
				210235951910j4000028

14.	Huawei Cloud Engine CE6810-32T16S4Q-LI	2	FBR House Data Center- Site A (AEOI)	2102350EWD10J3000225
				2102350EWD10J3000221

15.	Huawei CE6881-48T6CQ Switch	6	Karachi Data Center Custom House	2102353GLC10LC000215
				2102353GLC10M2000044
				2102353GLC10LC000014
				2102353GLC10M1000063
				2102353GLC10LC000005
				2102353GLC10LC000026
16	Huawei CE16804 Switch	2	Karachi Data Center Custom House	102130033878
				102130033879
17	Huawei S5732 Switch	2	Karachi Data Center Custom House	102120066870
				102120066872

B) DELIVERY OF THE FOLLOWING HUAWEI OCEANSTOR COMPONENTS:

Sr.No.	Description	Quantity	Part No.	Deployed At	Deployment Cost
		Huawei OceanStor 18500 V5			
1.	HDD SAS (1.2 TB)	04	02350GKF	FBR House Data Center- G5 Islamabad	Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL .
2.	HDD SSD (3.8 TB)	04	02352LJN	FBR House Data Center- G5 Islamabad	
3.	FC Switch Power Supply	01	Brocade G620 OEM by Huawei SNS3696E	FBR House Data Center- G5 Islamabad	
		Huawei OceanStor 5500/5600 V5			
1.	HDD NLSAS 4TB	02	02351SGG	FBR House Data Center- G5 Islamabad	
2.	HDD NLSAS 4TB	02	2352WFQ	Karachi Data Center Custom House	
		OCEANSTOR 2600 V3			
1.	1.2 TB SAS 10K 12 G Drive for OceanStor 2600 V3	02	02350SLW	FBR House Data Center- G5 Islamabad	
2.	900 GB SSD Drive for OceanStor 2600 V3 SAN Disk (AEOI)	02	02350YME	FBR House Data Center- G5 Islamabad	

C) DELIVERY OF THE HUAWEI SERVER 2488 V5 COMPONENTS AS PER FOLLOWING DETAILS:

Sr.No.	Description	Quantity	Part No.	Deployed At	Deployment Cost
Huawei Server 2488H V5					
1.	Power Supply	02	02312GHE	FBR House Data Center- G5 Islamabad	Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL.

C) DELIVERY OF THE VTL TAPE LIBRARY COMPONENTS AS PER FOLLOWING DETAILS:

Sr.No.	Description	Quantity	Part No.	Deployed At	Deployment Cost
1.	Power Supply for tape library IBM TS 4300	01	02312GHE	FBR House Data Center- G5 Islamabad	Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL.
2.	Tape Drive for tape LIB IBM TS 4300	01			

LOT-II: DELL (EMC) STORAGE AREA NETWORK & RACK MOUNT SERVERS FOR PRAL DATA CENTERS

A) SLA FOR THE FOLLOWING DELL RACK MOUNT SERVERS:

Sr.No	Items	Quantity	Deployed at	Identity no
1	Dell Servers PowerEdge R940 (Intel(R) Xeon(R) Platinum 8260 CPU @ 2.40GHz Ram 1TB)	10	Karachi Data Center Custom House	GNV3WB3, FNV3WB3, 1PV3WB3, 9NV3WB3, BNV3WB3, 2PV3WB3, CNV3WB3, HNV3WB3, JNV3BWB3, DNB3WB3

DELL R940 Server Specification/Configuration Detail:

- DELL R940 Specification:

- Processors: Intel(R) Xeon(R) Platinum 8260 CPU @ 2.40GHz (4 x 24 core socket=96 Cores)
- RAM: 16*64=1024 GB Ram HDD/SAS 2.4TBx4 SATA 480x2
- NICs: 4 Ports x 1 Broadcom Adv. Dual 10GBASE-T Ethernet
- FC HBA:
- 2 Ports x 1 QLogic QLE2692 16Gbps Dual Port Fiber Channel Controller
- 2 Ports x 1 QLogic QLE2692 16Gbps Dual Port Fiber Channel Controller

B) DELIVERY OF DELL EMC UNITY 400 COMPONENTS AT CUSTOM HOUSE KARACHI AS PER FOLLOWING DETAILS:

Device Model	Serial Number
EMC Unity 400	CKM00170500330

Sr.No.	Description	Part Number	Qty	Deployment Cost
1	EMC 1.2 TB 2.5 inch 10k 12G SSD Drive	5051632	05	Vendor is also required to quote the unit price involved for replacement of the faulty parts as and when required by PRAL.

LOT-III

1. EXADATA (X8)

Parts	Part Number	Description	QTY
Disks	7363537	1.2TB - 10000 RPM SAS-3 Disk Drive Assembly	3
Disks	7357761	14TB - 7200 RPM SAS-3 Disk Drive Assembly	4

DELIVERY SCHEDULE

The successful bidder may be in a position to deliver the equipment against respective LOTs within the stipulated time period as mentioned below in the delivery schedule.

S #	Warranty Support Services	Delivery of Services	Delivery Location
1.	**SLA SUPPORT SERVICES FOR NETWORK EQUIPMENT & SERVER, STORAGE COMPONENTS FOR FBR DATACENTERS**	One (01) Week after the issuance of Purchase Order	FBR Datacenter Islamabad & Karachi

ANNEXURE B

ELIGIBILITY CRITERIA

REQUIREMENTS CHECKLIST

Technical. Requirement	**HIRING OF SUPPORT SERVICES OF NETWORK SECURITY EQUIPMENT**	**Bidders Compliance**
Evidence of the bidding firm/company's registration/incorporation. Copy of certificate of incorporation/company registration		
Provide National Tax Number (NTN) and GST/ PST, (if applicable) in the name of Organization. Copy of registration		
Should be active taxpayer on the date of submitting the bid. Status report must be provided		
Affidavit on stamp paper, declaring that company is not blacklisted by any Telco/FMCG/autonomous body/government/semi government or any organization. Affidavit on stamp paper original signed & stamped		
Bidder's technical bid/ compliance to the Scope of work		
Bidder's cross references to supporting information in the Technical Bid:		
OEM confirmation of provisioning of support and services.		
Compliance Form/ statements		
Manufacturer's authorization letter and a valid partnership level certificate.		
Registration with SECP/other government authority and relevant Tax Authorities in Pakistan.		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Annexure C

FINANCIAL PRICE FORMAT LOT-I

LOT-I: HUAWEI NETWORK EQUIPMENT, SAN & RACK MOUNT SERVERS FOR FBR DATA CENTERS.

A) SLA FOR THE FOLLOWING HUAWEI NETWORK EQUIPMENT:

Sr. No	Items	Qty	Deployed At	Identity No	Unit Price (PKR)	Total Price (PKR)	Sales Tax / GST (PKR)	Total Amount Incl. Tax (PKR)
1.	TOR Huawei CE6870-48T6CQ- EI	4	FBR House Data Center- G5-Islamabad	2102351GCK10K6000004 2102351GCK10K6000010 2102351GCK10K6000005 2102351GCK10K6000003				
2.	Media Switches Huawei CE6856-48T6Q-HI	2	FBR House Data Center- G5-Islamabad	2102351YPQDMKC000339 2102351YPQDMKC000319				
4.	Huawei P FIRE WALL USG6680 - USG6650	2	FBR House Data Center- G5-Islamabad	210235G7G410K6000101 210235G7G410K6000084				
5.	Huawei C FIRE WALL USG6650 - USG6680	2	FBR House Data Center- G5-Islamabad	210235G7G710K6000077 210235G7G710K6000078				
7.	Huawei Core Switch CE12800S	2	FBR House Data Center- G5-Islamabad	2102114454P0K5000079 2102114454P0K5000080				
10.	Huawei USG6655E NGFW	2	Karachi Data Center Custom House	102130033878 102130033879				
11.	Huawei USG6615E NGFW	2	Karachi Data Center	102130033884 102130033882				

			Custom House					
12.	Huawei USG6635E NGFW	2	Karachi Data Center Custom House	102130033881 102130033880				
13.	Huawei USG6620 NGFW	2	FBR House Data Center- Site A (AEOI)	210235951910j4000027 210235951910j4000028				
14.	Huawei Cloud Engine CE6810-32T16S4Q-LI	2	FBR House Data Center- Site A (AEOI)	2102350EWD10J3000225 2102350EWD10J3000221				
15	Huawei CE6881-48T6CQ Switch	6	Karachi Data Center Custom House	2102353GLC10LC000215 2102353GLC10M2000044 2102353GLC10LC000014 2102353GLC10M1000063 2102353GLC10LC000005 2102353GLC10LC000026				
16.	Huawei CE16804 Switch	2	Karachi Data Center Custom House	102130033878 102130033879				
17.	Huawei S5732 Switch	2	Karachi Data Center Custom House	102120066870 102120066872				
							Total LOT-I (A)	

B) DELIVERY OF THE FOLLOWING HUAWEI OCEANSTOR COMPONENTS:

Sr.No.	Description	Qty	Part No.	Deployed At	Unit Price (PKR)	Total Price (PKR)	Sales Tax / GST (PKR)	Total Amount incl. Tax (PKR)
1.	HDD SAS (1.2 TB)	04	02350GKF	FBR House Data Center- G5				
2.	HDD SSD (3.8 TB)	04	02352LJN	FBR House Data Center- G5				
3.	FC Switch Power Supply	01	Brocade G620 OEM by Huawei SNS3696E	FBR House Data Center- G5 Islamabad				
Huawei OceanStor 5500/5600								
1.	HDD NLSAS	02	02351SGG	FBR House Data				
2.	HDD NLSAS 4TB	02	2352WFQ	Karachi Data Center Custom House				
OCEANSTOR 2600 V3								

1.	1.2 TB SAS 10K 12 G Drive for OceanStor 2600 V3	02	02350SLW	FBR House Data Center- G5 Islamabad				
2.	900 GB SSD Drive for OceanStor 2600 V3 SAN Disk (AEOI)	02	02350YME	FBR House Data Center- G5 Islamabad				
							Total LOT-I (B)	

c) DELIVERY OF THE HUAWEI SERVER 2488 V5 COMPONENTS AS PER FOLLOWING DETAILS:

					Unit Price (PKR)	Total Price (PKR)	Sales Tax / GST (PKR)	Total Amount Incl. Tax (PKR)
1.	Power Supply	02	02312GHE	FBR House Data Center- G5 Islamabad				

Total LOT-I (C)	

D) DELIVERY OF THE VTL TAPE LIBRARY COMPONENTS AS PER FOLLOWING DETAILS:

Sr.No.	Description	Quantity	Part No.	Deployed At	Unit Price (PKR)	Total Price (PKR)	Sales Tax / GST (PKR)	Total Amount Incl. Tax (PKR)
1.	Power Supply for tape library IBM TS 4300	01	02312GHE	FBR House Data Center- G5 Islamabad				
2.	Tape Drive for tape LIB IBM TS 4300	01						
							Total LOT-I (D)	

GRAND TOTAL LOT I (A+B+C+D) PKR INCLUSIVE OF TAXES: _____

Note: The vendor shall be responsible for replacing faulty parts at the quoted unit rates for each component, as and when required during the contract period. **Payment shall be made based on the actual quantity of components replaced, at the respective quoted unit rates.**

DELIVERY SCHEDULE

The successful bidder may be in a position to deliver the equipment against respective LOTs within the stipulated time period as mentioned below in the delivery schedule.

S #	Warranty Support Services	Delivery of Services	Delivery Location
1.	SLA SUPPORT SERVICES FOR NETWORK EQUIPMENT & SERVER, STORAGE COMPONENTS FOR FBR DATACENTERS	One (01) Week after the issuance of Purchase Order	FBR Datacenter Islamabad & Karachi

Annexure D

FINANCIAL PRICE FORMAT LOT-II

LOT-II: DELL (EMC) STORAGE AREA NETWORK & RACK MOUNT SERVERS FOR PRAL DATA CENTERS

A) SLA FOR THE FOLLOWING DELL RACK MOUNT SERVERS:

Sr.No	Items	Qty	Deployed at	Identity no	Unit Price (PKR)	Total Price (PKR)	Sales Tax / GST (PKR)	Total Amount Incl. Tax (PKR)
1	Dell Servers PowerEdge R940 (Intel(R) Xeon(R) Platinum 8260 CPU @ 2.40GHz Ram 1TB)	10	Karachi Data Center Custom Ho use	GNV3WB3, FNV3WB3, 1PV3WB3, 9NV3WB3, BNV3WB3, 2PV3WB3, CNV3WB3, HNV3WB3, JNV3BWB3, DNB3WB3				
						Total LOT II (A) SLA FOR THE FOLLOWING DELL RACK MOUNT SERVERS:		

DELL R940 Server Specification/Configuration Detail:

- DELL R940 Specification:
- Processors: Intel(R) Xeon(R) Platinum 8260 CPU @ 2.40GHz (4 x 24 core socket=96 Cores)
- RAM: 16*64=1024 GB Ram HDD/SAS 2.4TBx4 SATA 480x2

- NICs: 4 Ports x 1 Broadcom Adv. Dual 10GBASE-T Ethernet
- FC HBA:
- 2 Ports x 1 QLogic QLE2692 16Gbps Dual Port Fiber Channel Controller
- 2 Ports x 1 QLogic QLE2692 16Gbps Dual Port Fiber Channel Controller

B) DELIVERY OF DELL EMC UNITY 400 COMPONENTS AT CUSTOM HOUSE KARACHI AS PER FOLLOWING DETAILS:

Device Model	Serial Number
EMC Unity 400	CKM00170500330

Sr.No.	Description	Part Number	Qty	Unit Price (PKR)	Total Price (PKR)	Sales Tax / GST	- Total Amount Incl. Tax
1	EMC 1.2 TB 2.5 inch 10k 12G SSD Drive	5051632	05				
						Total LOT II (B):	

GRAND TOTAL LOT II (A+B) PKR INCLUSIVE OF TAXES: _____

Note: The vendor shall be responsible for replacing faulty parts at the quoted unit rates for each component, as and when required during the contract period. **Payment shall be made based on the actual quantity of components replaced, at the respective quoted unit rates.**

DELIVERY SCHEDULE

The successful bidder may be in a position to deliver the equipment against respective LOTs within the stipulated time period as mentioned below in the delivery schedule.

S #	Warranty Support Services	Delivery of Services	Delivery Location
1.	SLA SUPPORT SERVICES FOR NETWORK EQUIPMENT & SERVER, STORAGE COMPONENTS FOR FBR DATACENTERS	One (01) Week after the issuance of Purchase Order	FBR Datacenter Islamabad & Karachi

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure E

FINANCIAL PRICE FORMAT LOT-III

LOT-III

1. EXADATA (X8)

Parts	Part Number	Description	QTY	Unit Price (PKR)	Total Price (PKR)	Sales Tax / GST (PKR)	Total Amount Incl. Tax (PKR)
Disks	7363537	1.2TB - 10000 RPM SAS-3 Disk Drive Assembly	3				
Disks	7357761	14TB - 7200 RPM SAS-3 Disk Drive Assembly	4				

Note: The vendor shall be responsible for replacing faulty parts at the quoted unit rates for each component, as and when required during the contract period. **Payment shall be made based on the actual quantity of components replaced, at the respective quoted unit rates.**