

TENDER DOCUMENTS



Procurement of

*Network Solution, Establishment of Server room &
Revamping / up gradation of existing Passive and Active
Network (Wired & Wireless)*

**Punjab Economic Research Institute (PERI)
Planning and Development Board
Government of the Punjab**

March, 2020



PUNJAB ECONOMIC RESEARCH INSTITUTE PLANNING & DEVELOPMENT BOARD



INVITATION FOR BIDS (IFB)

PROCUREMENT OF NETWORK SOLUTION, ESTABLISHMENT OF
SERVER ROOM & REVAMPING / UP GRADATION OF EXISTING
PASSIVE AND ACTIVE NETWORK (WIRED & WIRELESS)

Dated:
25,
Feb,
2020

The Punjab Economic Research Institute (PERI), a statutory body attached with Planning and Development Board, Government of the Punjab has received budget from Government of Punjab, under its project titled “Restructuring / Revamping and Strengthening of Punjab Economic Research Institute”. It is intended that part of the proceeds of this budget will be applied to eligible payments under the contract for supply, installation and configuration of following items on turnkey basis (Bidder should participate in all items(partial bidding is not allowed));

Sr.	Item	Qty	Estimated Price	Bid Security
1.	Procurement of Network Solution, Establishment of Server room & Revamping / up gradation of existing Passive and Active Network (Wired & Wireless)	As mentioned in the bidding document	PKR 6.3 million	2%

2. The Punjab Economic Research Institute (PERI) now invites sealed proposals for Procurement of above mentioned items from eligible bidders, manufacturers, authorized sales & service dealers registered with Sales Tax and Income Tax Departments having sufficient managerial, technical, financial capabilities for the supply, installation & configurations of above mentioned items on turnkey basis.

3. Tender documents are immediately available from Procurement Specialist, Punjab Economic Research Institute located at the below mentioned address, which may be obtained on a written request and on payment of prescribed fee of Rs.1000 (non-refundable), on any working day during office hours up to 07 April, 2020, till 03:00 pm.

4. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope Bidding Process) specified in the Punjab Procurement Rules PPR 2014 (amended time to time), and is open to all eligible bidders as defined in the bidding document.

5. Status of conducting Pre-bid meeting regarding the subject procurement may be checked on the website of the PERI (www.peri.punjab.gov.pk).

6. Sealed Bids must be delivered to the above office **on or before 03:00pm on 07-04-2020** and must be accompanied by **2% Bid Security of the estimated price** in the form of CDR, Pay Order, Demand Draft in favor of ‘**Director Punjab Economic Research Institute**’ from a Scheduled Bank of Pakistan.

7. **Bids will be opened in the presence of bidders’ representatives who choose to attend at 03:30 p.m. in the Office / Committee Rooms of Punjab Economic Research Institute, P&D Board, on the same date.**

8. For obtaining any further information or clarifications, please contact the persons named below; Mr. Adnan Ashraf Network/System Engineer or Muhammad Ismail Computer Programmer, PERI, Lahore.

Director,

**Punjab Economic Research Institute (PERI),
Planning & Development Board,
48-Civic Centre Johar Town, Lahore, Pakista,
Ph # +92-42-99233441, Fax # +92-42-99233443, Email: director@peri.punjab.gov.pk**

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Part-I

Section I. Instructions to Bidders

A. Introduction

- | | |
|---------------------------------------|---|
| 1. Source of Funds | 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued. |
| 2. Eligible Bidders | <p>2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.</p> <p>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.</p> <p>2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).</p> |
| 3. Eligible Goods and Services | <p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the <i>Bid Data Sheet (BDS)</i>, and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p> |
| 4. Cost of Bidding | 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no |

case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) Schedule of Requirements
 - (d) Technical Specifications
 - (e) Bid Submission Form
 - (f) Manufacturer's Authorization Form
 - (g) Price Schedules
 - (h) Contract Form
 - (i) Performance Security Form
 - (j) General Conditions of Contract (GCC)
 - (k) Special Conditions of Contract (SCC)
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 6.2 In order to facilitate the understanding of interested parties on this Tender Document and the assignment itself, a Pre-bid Meeting will be conducted at the date, time and venue mentioned in the Bid Data Sheet.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

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|--|--|
| 8. Language of Bid | 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language. |
| 9. Documents Comprising the Bid | <p>9.1 The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12; (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and (d) bid security furnished in accordance with ITB Clause 15. |
| 10. Bid Form | 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. |
| 11. Bid Prices | <p>11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices.</p> <p>11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> |

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

12. Bid Currencies 12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

**13. Documents
Establishing
Bidder's
Eligibility and
Qualification**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the in Pakistan;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the eligibility and qualification criteria listed in the Bid Data Sheet;
- (e) This document has different sections carrying information of eligibility, technical and financial evaluation and terms of references to assist potential bidders to develop their technical and financial proposals. Bidder has to provide the preliminary data in technical proposal such as firm's profile with specific experience of providing I.T. and Office

Equipment and submit annual financial audit reports, registrations or memberships, NTN certificate, tax return etc.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (b) Bank call-deposit (CDR), Demand Draft (DD) or Pay Order (PO) valid for thirty (30) days beyond the validity of bid.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of
Validity of
Bids**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

**17. Format and
Signing of Bid**

17.1 The Bid shall be in two parts i.e. **The Technical Proposal** and **The Financial Proposal**.

(a) Technical Proposal shall comprise the following, **without quoting the price**:

- i. The Technical Proposal Form alongwith all annexures filled and signed, and
- ii. All the requirements/qualifications mentioned in the Bid Data Sheet.

(b) The Financial Proposal shall comprise the following;
Financial Proposal Form signed and stamped alongwith price schedule.

17.2 The original and the copy or copies of the bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

**18. Sealing and
Marking of
Bids**

18.1 The Bidder shall prepare an original and the number of copies of the technical bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL TECHNICAL BID” and “COPY OF TECHNICAL BID” as appropriate. The Bidder shall seal Technical Proposal and its copy in separate envelopes duly marked as:

ORIGINAL TECHNICAL BID FOR

Tender Name [-----]

[Name and address of the Client]

[_____,
Lahore.
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

And

COPY OF TECHNICAL BID FOR

Tender Name [-----]

[Name and address of the Client]

[_____,
Lahore.
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

In the event of any discrepancy between them, the original shall govern.

(b) The Bidder shall follow the same process for the Financial Bid.

(c) The envelope containing hard copies of Technical Proposals and Financial Proposals then shall be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
- (b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20. Late Bids**
- 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification and Withdrawal of Bids**
- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

- 22. Bidding Procedure & Opening of Bids by the Purchaser**
- 22.1 Bidding will be conducted as per PPRA. PERI will adopt **single stage two envelopes** bidding procedure as laid down in Punjab Procurement Regulatory Authority (PPRA) Rule # 38-2 (a).
- 22.2 The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal". In the first instance, the Purchaser will open all Technical Proposal in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance

sheet evidencing their presence. The envelope marked as “Financial Proposal” shall be retained unopened in the custody of the PERI. The PERI shall evaluate the technical proposal in the manner prescribed in the relevant sections given in the document, without reference to the price and shall reject any proposal which does not conform to the specified requirements. During the technical evaluation no amendments in the technical proposal shall be permitted. After the evaluation and approval of the technical proposals the PERI shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period. The bidder shall have to meet whole qualification criteria as mentioned in the Bid Data Sheet. The financial bids found technically non-responsive shall be returned un-opened to the respective bidders. Then Financial Bids will be opened at the date and time communicated in advance of only technically responsive bids. The technical and financial proposal will be evaluated on the basis of PERI evaluation criteria as provided in the Bid Data Sheet and relevant sections of the document.

22.3 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.4 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.5 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Further, the purchaser will examine the bids to determine their eligibility to bid as mentioned in Bid Data Sheet.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price

that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required. A bidder will be considered technically qualified, only, if it meets the whole qualification criteria mentioned in the Bid Data Sheet. Partial qualification will be considered as technically non responsive bid.

25.4 The Purchaser's **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

Alternate

25.5 Quality & Cost-based Selection:

The following merit point system for weighing evaluation factors can be applied **if specified** in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Price of the goods	60 to 90
Quality, technology and metallurgy	0 to 20
Performance and productivity	0 to 20
Standardization	0 to 20
Projected life-cycle cost	0 to 20
Operating and maintenance costs	0 to 20
Cost of spare parts and after-sales-service	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Purchaser

26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

F. Award of Contract

28. Award Criteria

28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

29. Purchaser's Right to Vary Quantities at Time of Award

29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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| 30. Purchaser's Right to Accept or Reject All Bids | 30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action. |
| 31. Notification of Award | <p>31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>31.2 The notification of award will constitute the formation of the Contract.</p> <p>31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p> |
| 32. Signing of Contract | <p>32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.</p> |
| 33 Performance Security | <p>33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.</p> <p>33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.</p> |
| 34. Corrupt or Fraudulent Practices | <p>34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:</p> <p style="padding-left: 40px;">(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a</p> |

public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part-I

Section II. Bid Data Sheet

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

Introduction	
ITB 1.1	Name of Procuring Agency: Punjab Economic Research Institute (PERI), Planning and Development Board, Government of Punjab
ITB 1.1	Name of Project: Restructuring / Revamping and Strengthening of Punjab Economic Research Institute
ITB 1.1	Name of Contract: Procurement of Network Solution, Establishment of Server room & Revamping / up gradation of existing Passive and Active Network (Wired & Wireless)
ITB 4.1	Name of Purchaser: Punjab Economic Research Institute (PERI), Planning and Development Board, Government of Punjab
ITB 6.1	<p>For clarification purposes, the Employer's address is: Punjab Economic Research Institute (PERI), Planning and Development Board, Government of Punjab, 48-Civic Centre, Muhammad Ali Johar Town, Lahore</p> <p>Requests for clarification shall be received by the Employer no Later than 02nd April, 2020</p> <p>Status of conducting Pre-bid meeting regarding the subject procurement may be checked on the website of the PERI (www.peri.punjab.gov.pk).</p>
ITB 8.1	Language of the bid – English

Bid Price and Currency	
ITB 11.2	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: <i>Punjab Economic Research Institute (PERI), Planning and Development Board, Government of Punjab, 48-Civic Centre, Muhammad Ali Johar Town, Lahore</i>
ITB 11.5	The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids	
ITB 13.2	Eligibility Requirements:

	<p>In addition to the ITB 13.2, the potential bidders who have duly complied with the following eligibility criteria (as elaborated in eligibility response checklist - Annex-C), will only be considered for further processing:</p> <ol style="list-style-type: none"> Certificate of Incorporation of bidder's firm showing its location and the date of registration etc. Regular Tax Payer from last 3 years NTN and GST Registration Certificate Affidavit on stamp paper, declaring that the company is not black listed by any Govt. agency / authority (Original required) Relevant Bid Security with the technical proposal as mentioned in the Bid Data Sheet. ISO certificate of participating firm
ITB 13.3 (b)	Audited financial statement for the last 3 financial years.
ITB 13.3 (d)	<p>Qualification requirements. In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following and in accordance with the "checklist for technical evaluation" (Form 1-A). The bidders who have duly complied with the following criteria for evaluation will only be considered for further processing i.e. for financial bid opening.</p> <ol style="list-style-type: none"> The bidder shall quote in items, partial bidding is not allowed. Bid must be complete in all respects. The bidder shall quote on turnkey basis (mean covers all the aspects (end to end ready) of, Active and Passive Network Equipment etc , Routing , Switching , QOS , Infrastructure Security , Deployment/Establishment of Server Room, Revamping of Physical Infrastructure of Server Room , Power , Cooling & other allied accessories) . The Bidder should be a Manufacturer or an Authorized Dealer or Valid Manufacturer Authorization letter for sales & service of quoted brands. The bidder should have at least two CCIE or JNCIE (R&S) or equivalent, one CCIE or JNCIE (Network security) certified or equivalent, resource on their payroll, as per format required in the Annex-B of Forms (Key Management Staff of Company). Relevant Past Purchase Orders from any well-known public or private organizations (At least 10 purchase orders of similar kind of work/projects). Responding bidder should be doing business in similar IT industry from last 08 years

	<p>g) Technical Brochures of Equipment quoted, mentioning its specifications, manufacture’s model, product number, and country of origin.</p> <p>h) The average annual sale of IT equipment for the last 2 years shall not be less than PKR15 million.</p> <p>i) Authority Letter from the Bidder Company authorizing the relevant person to represent the company.</p> <p>j) The bidder should be a company/firm having operational office in Lahore.</p> <p>k) Manufacturer origin of Core Network should be USA, UK, Europe or Equivalent</p> <p>l) The vendor for Active equipment manufacture must have local depot in Lahore or Karachi or Islamabad to ensure 8x5 next business day supports.</p> <p>m) Satisfactory Performance / completion Certificate of supplying/installation of similar product/items in last 3 years from previous clients (At least 10 verifiable performance/completion certificates required).</p> <p>Kindly fill the following necessary annexures required for the above technical evaluation/qualification criteria and also attach the supporting documentary evidences as mentioned in each annexure;</p> <p>Annex – A: Organization Information</p> <p>Annex – B: Key Management Staff of Firm</p> <p>Annex – C: Eligibility Response Checklist</p> <p>Annex – D: Technical Evaluation Forms</p> <p>And also sign the declaration form at the end of document and attach with your other documents.</p>									
ITB 14.3 (b)	A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the market or from company owned outlets/ warehouse.									
ITB 15.1	<p>Amount of Bid Security:</p> <table><tr><th>Sr.</th><th>Item</th><th>Bid Security</th></tr><tr><td>01</td><td>Network Solution, Establishment of Server room & Revamping / up gradation of existing Passive and Active Network (Wired & Wireless)</td><td>(2% of estimated price)</td></tr><tr><td></td><td></td><td></td></tr></table> <p>Estimated cost of contract; PKR6300,000/-</p> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in</p>	Sr.	Item	Bid Security	01	Network Solution, Establishment of Server room & Revamping / up gradation of existing Passive and Active Network (Wired & Wireless)	(2% of estimated price)			
Sr.	Item	Bid Security								
01	Network Solution, Establishment of Server room & Revamping / up gradation of existing Passive and Active Network (Wired & Wireless)	(2% of estimated price)								

	favor of 'Director Punjab Economic Research Institute' having its validity 120 days from the date of opening of bid.
ITB 16.1	Bid Validity Period: 120 days after the date of opening of bid.
ITB 18.1	Number of Copies: Original along with one Copy of each of the Technical and Financial bids in separate envelopes, sealed in an outer envelope, respectively, as mentioned in ITB 18.1. Financial Bid must be accompanied by price schedule which contains unit price and total price. Furthermore, bidders must sign & stamp each page of the bidding documents to acknowledge each term and condition of the bidding documents.
ITB 18.2 (a)	Address for Bid Submission: Procurement Specialist, Punjab Economic Research Institute (PERI), Planning and Development Board, Government of Punjab, 48-Civic Centre, Muhammad Ali Johar Town, Lahore
ITB 18.2 (b)	IFB Title and Number: (03-2020/01) Network Solution, Establishment of Server room & Revamping / up gradation of existing Passive and Active Network (Wired & Wireless)
ITB 19.1	Deadline for Bid Submission: 07th April, 2020, 03:00pm
ITB 22.1	Bidding Procedure: Bidding will be done as per PPRA. PERI will adopt single stage two envelopes bidding procedure as laid down in Punjab Procurement Regulatory Authority (PPRA) Rule # 38-2 (a).
ITB 22.2	Time, Date, and Place for Bid Opening: 03:30 p.m., 07th April, 2020, Committee Room / Office of Punjab Economic Research Institute (PERI), Planning and Development Board, Government of Punjab, 48-Civic Centre, Muhammad Ali Johar Town, Lahore

Bid Evaluation	
ITB 25.3	Criteria for financial bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder with one year labour and part warranty period. The financial bid of only technically responsive bidders will be opened who qualify the technical evaluation (qualification) criteria.
ITB 28.1	<p>a) The Bid shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape</p> <p>b) At first step, eligibility of bidder(s) / tenderer(s) as per clause of Tender Eligibility of this tender will be determined; as per document fulfilling the eligibility criteria.</p>

	<p>c) At second step, eligible bidders will be technically evaluated as per technical evaluation/qualification criteria. Bidders fulfilling the technical evaluation /qualification criteria will stand technically qualified.</p> <p>d) At third step, technically qualified and successful bidder(s) / tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder, as per rules and fulfilling all codal formalities against each item, irrespective of their score in the previous step.</p>
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Contract Award	
ITB 29.1	<p>Percentage for quantity increase or decrease: 15 % of total contract value</p>

Part-I

Section III. Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery required.

TABLE 1 DELIVERY SCHEDULE

Sr.	Item	Qty	Delivery Period from the date of Notification of Award
1	Supply of Active equipment (Network (Wired & Wireless), Servers, Core Switches, Firewall, Access Point, UPS , Server Room)	01	Four to Six Weeks
2	Supply and Installation of Passive Equipment (LAN / WLAN , Server Room)	01	Four to Six Weeks
3	Installation & Configuration of Active equipment (Network (Wired & Wireless), Campus Network Solution , Server Room)	01	Three to Four Weeks
4	Successful testing (fluke test) report of each node.	01	Within two weeks after completion of the job
5	Installation, testing & commissioning of overall Solution	01	Six to Eight Week

Note. The above equipment shall be installed at the location identified by the client complete in all respects with installation, testing & commissioning. The Vendor must give a detail Presentation of Proposed Solution .The above schedule can be adjusted with the Vendor to some extent after getting approval from competent authority.

Part-I

Section IV. Technical Specifications / BOQs

List of Active Equipments and Specifications / BOQs

Controller Based Wireless Access Points			
Brands	Cisco, Aruba, Huawei or equivalent foreign renowned Brands		
Sr. No	ITEM	DESCRIPTION	QTY
1	Specifications	<ul style="list-style-type: none"> • The Access Points should be controller based 802.11ac wave 2 wireless access point • The Access Points controller based should be 4x4MIMO with 4 Spatial Streams, single user MIMO or higher • The Access Points controller based should have 1 x 10/100/1000BASE-T autosensing (RJ-45) ports • The Access Points controller based should have 1x 10/100/1000 aux port (RJ-45) (Could be used for link aggregation) • Should support for IEEE 802.11a/b/g, 802.11n, 802.11h, 802.11d .802.11ac • Should support 2.4GHz and 5GHz • Should support total aggregate dual-radio data rate of 2Gbps • Should support minimum 1.5Gbps throughput or higher on 5GHz band • Should have 802.3at/af • Should work as an independent or integrated mode with Wireless LAN Controller • Required support for WAN controller based deployment without redirecting the Data traffic to WLAN controller • 802.11 dynamic frequency selection (DFS) and Cyclic shift diversity (CSD) support • Required support for 802.3af/802.3at • 802.11i and WPA2 Support • Should support high quality video /Audio • Should support AES and TLS Support 	1

Wireless Access Points	
Brands	Cisco, Aruba, Huawei or equivalent foreign renowned Brands

Sr. No	ITEM	DESCRIPTION	QTY
1	Specifications	<ul style="list-style-type: none"> The Access Points should have 802.11ac wave 2 wireless access point The Access Points should be 2x2MIMO with 2 Spatial Streams, single/multi user MIMO or higher The Access Points should have 1 x10/ 100/1000BASE-T autosensing (RJ-45) ports The Access Points should have 1x 10/100/1000 aux port (RJ-45) (Could be used for link aggregation Should support for IEEE 802.11a/b/g, 802.11n, 802.11h, 802.11d .802.11ac Should support 2.4GHz and 5GHz Should support total aggregate dual-radio data rate of 1Gbps or higher Should support minimum 850 Mbps throughput or higher on 5GHz band Should be PoE Should have 802.3at/af Should work as an independent or integrated mode with Wireless LAN Controller Required support for WAN controller based deployment without redirecting the Data traffic to WLAN controller 802.11 dynamic frequency selection (DFS) and Cyclic shift diversity (CSD) support Required support for 802.3af/802.3at 802.11i and WPA2 Support Should support high quality video /Audio Should support AES and TLS Support 	5 or APA

Core Switches		QTY (2)
Brands	Cisco, Juniper, Dell or equivalent foreign renowned Brands	
Description of item	Technical Specification	
1. Hardware Architecture	24 X 100/1000 Gigabit Ethernet Ports	

	Dedicated slot for uplink module with options of at least 2X10G uplink
	Stackable
	Should require minimum switching capacity 125Gbps or higher
	Power Stacking between stack members for power redundancy / sharing
	Should have minimum CPU 800MHz Dual core. Memory 512MB, FLASH 256 MB
	Should require Minimum throughput Capacity (64 byte) 90 mpps
	True Stacking Capability with unified control and data plane is required to configure, manage and troubleshoot all switches with a single IP Address
	Required minimum 8 switches in a stack. One stacking cable required with each switch of minimum 1 meter or 3 meter length.
	Should support ARP & Access Control List (ACL)
	Should have Stacking Cable for Both Power and Switch Stack (Data)
	Should support both IPv4 & IPv6
	Should have redundant power supplies and support AC/AC and AC/DC power supplies
	Required minimum support for 1000 VLANs
2. Layer II Features	IEEE 802.1S Multiple Spanning Tree Protocol
	IEEE 802.1D Spanning Tree Protocol
	IEEE 802.1Q VLAN
	IEEE 802.1w Rapid Spanning Tree Protocol
	IEEE 802.1X Port Based Network Access Control
	IEEE 802.1ab (Link Layer Discovery Protocol)
	IEEE 802.3ad (Link aggregation Protocol)
	Wire Speed and non-blocking architecture
	Port Mirroring Feature
	Should support Auto Negotiation, MDI-X Supported Interfaces
3. Network Security Features	Should support AAA, Radius and Tacacs+
	Should support Broadcast/Multicast/Unicast Storm Control
	Should support Port Security/MAC Binding
	Should support BPDU protect, Root protect
	Should have 802.1x RADIUS (Change of Authorization)
	Should support Port Security
	IP Source Guard for IP/MAC Spoofing Protection
4. Quality of Service	802.1p class of service (CoS) and Differentiated Services Code Point (DSCP) classification
	Diffserv as per RFC 2474 or equivalent feature
5. Management	Should have SNMP v1, v2c, and v3
	Network Timing Protocol (NTP) and SNTP
	Support FTP/TFTP for upgrading the operating system
	Syslog
	Support standard MIBs
	Secure Shell and Telnet

Firewall (UTM) QTY (1)	
Brands	Cisco, Juniper, Huawei, Fortinet or equivalent foreign renowned Brands
Next Generation Firewall(UTM)	Should have GE RJ45 Interfaces: 14 Should have GE SFP Interfaces: 4 Should have WAN Interfaces :2 Should have Advanced Malware Protection Should have NGFW Application Control Should have Console and Management port. Should have Form factor: 1U or higher Should have IPv4 Firewall Throughput (1518/512/64 byte UDP): 20/20/9 Gbps Should have Firewall Latency (64 byte, UDP): 3µs Should have Firewall Throughput (Packet per Second): 12 Mbps or higher Should have Concurrent Sessions (TCP): 2 Million or higher Should have New Sessions/Sec: 125,000 higher Should have Firewall Policies: 9500 or higher Should have Application control Throughput 3 Gbps or higher Should have Intrusion Prevention Throughput: 2 Gbps or higher Should have IPsec VPN Throughput 7.2 Gbps or higher Should have SSL-VPN throughput 3.5 Gbps or higher Should have Virtual context: 8 or higher PTA Approved (PTA Approval to be acquired by the vendor) 1 year Warranty & UTM with 24x7 manufacturer / principal Coverage

Server Machine- I QTY (1)		
Brands	HP, DELL, IBM or equivalent foreign renowned Brands	
Sr#	Item	Quantity
1	Should be rack Mount Server 2U Should have Chassis with 8 Hot Plug SAS\SATA Hard Drives for 2 CPU configuration or higher	1
2	Should have intel® xeon® silver 4208 (Minimum 2.1GHz with minimum 8C/16T, Minimum 11M L3 Cache or higher , Turbo, HT (85W) DDR4-2400 or equivalent Chipset supporting above processor or integrated with above processor	2
3	Should have 3 x8 and 1 x16 slots	1
4	Should have standard Bazel	1
5	Should have Standard Heat Sink	2

6	Should have RAM 32GB RDIMM, 2933MT/s, Dual Rank or higher	2
7	Minimum 4TB (7200 RPM) NLSAS 12Gbps HDD or higher	4
8	Should have Storage Raid Controller, interface (SATA 6Gb/s / SAS 12Gb/s), RAID (0/1/5/6) controller or higher, 2GB NV Cache or equivalent	1
9	Should have Dual-Port 1GbE on-Board (Line On Motherboard) or higher	1
10	Should have DVD+/-RW,SATA,internal	1
11	Should have Dedicated Server management Port with remote console capability	1
12	Should have dual 750W AC power or higher	1
13	Should have Long Jumper cord, C13-C14,4m,10a	2
14	Should have Ready Rails Sliding Rails With Cable Management Arm	1
15	All the required software , Licenses and hardware should be part of the proposal	
16	Windows server 2019 Standard Licenses Pre-Installed	
17	Standard 3 Years Professional Next Business Day Warranty as provided by Manufacturer / principal	

Server Machine-II QTY(1)		
Brands	HP, DELL, IBM or equivalent foreign renowned Brands	
Sr#	Item	Quantity
1	Should be Rack Mount Server 2U Should have Chassis with 8 Hot Plug SAS\SATA Hard Drives for 2 CPU configuration or higher	1
2	Should have intel® xeon® silver 4210 (Minimum 2.2G with minimum 10C/20T, 9.6GT/s, minimum 13.75M L3 Cache or higher , Turbo, HT (85W) DDR4-2400 or equivalent Chipset supporting above processor or integrated with above processor	2
3	Should have Standard 1U Heat sink or Equivalent	2
4	Should have Standard Bazel or Equivalent	1
5	Minimum 4TB (7200 RPM) NLSAS 12Gbps HDD or higher	4
6	Should have RAM 32GB RDIMM, 2933MT/s, Dual Rank or higher	2
7	Should have Storage Raid Controller, interface (SATA 6Gb/s / SAS 12Gb/s), RAID (0/1/5/6) controller or higher, 2GB NV Cache, Adapter, Low Profile or equivalent	1

8	Should have 4 ports 1Gb Network Daughter Card	1
9	Should have Ready Rails Sliding Rails With Cable Management Arm. (2 U)	1
10	Should have DVD+/-RW,SATA,internal	1
11	Should have Standard fans	2
12	Should have dual 750W AC power or higher	1
13	Should have Long Jumper cord, C13-C14,4m,10a	2
14	Should have Dedicated Server management Port with remote console feature	1
15	All the required software , Licenses and hardware should be part of the proposal	
16	Windows server 2019 Standard Pre-Installed	
17	Standard 3 Years Professional Next Business Day Warranty as provided by Manufacturer / principal	

UPS 10KVA		QTY (1)
Brands	APC , Eaton, libert or renowned Brand	
Description		Technical Specification
input power voltage		
Nominal Input Voltage		220-230 V
Input frequency		40 - 70 Hz
Input Connections		Hard Wire 3-wire
Other Input Voltages		220, 240
Output Power Capacity		
Max Configurable Power (Watts)		10.0kWatts / 10.0kVA
Nominal Output Voltage		220-230 V
Other Output Voltages		220, 240
Load Crest Factor		3:01
Topology		Online Double Conversion
Waveform type		Pure Sine wave
Batteries & Runtime		

Battery type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof
Typical recharge time	1-2hour
Battery Volt-Amp-Hour capacity	1599
Surge energy rating	600Joules
Back-up	1hour on 50% load
Functionality & Features	
Control panel	Multi-function LCD status and control console
Audible Alarm	Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm
Operating Temperature	0 - 40 °C
Operating Relative Humidity	0 - 95 (non-condensing) %
Approvals of Brands	CE, IEC 62040-1-1, IEC 62040-1-2
RoHS	Compliant
REACH	REACH: Contains No SVHCs
Warranty	2years manufacture labour & parts including batteries
Battery pack	10kVA UPS Battery Pack with 2 year repair or replace warranty by manufacturer

NOTE:

- 1- Parts and Labor warranty for all components onsite as mentioned in respective sections.
- 2- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period.
- 3- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
- 4- Please mention the country of origin / manufacturing / assembly of the quoted brand /model
- 5- All items must be factory fitted & configured where applicable. All items should be delivered factory/outlet packed to the project site, where applicable. Vendor / Assembler to provide verification of Serial Numbers /AA numbers of products where applicable.

List of Passive Network Equipments and Specifications / BOQs

PASSIVE NETWORK EQUIPMENT		
Brands	3M , AMP , Schneider or renowned Brand	
S/N	Product Description	QTY (Estimated)
1	<p>Cat6 UTP Cable Cat6 UTP Cable 23AWG 305 Meter Roll (1000 feet min) Compliant to EN50173-1, ISO/IEC11801 Ed2, IEC 61156-5 and EN50288-6-1 standards 100 ohms, 250 MH</p> <p>Compatible with PoE (Power over Ethernet) and PoE+ (Power over Ethernet Plus) which allow to supply equipment's (IP phone, camera, WIFI hotspot) until 13W or 25W(Including for network and 26 connection for CCTV)</p>	15
2	Face Plate Dual Port w/o shutter	30
3	Face Plate Single Port w/o shutter	30
4	Back Box Local	60
5	Cat6 UTP RJ45Jack Shuttered (tool less termination)	85 or As Per Actual (APA)
6	<p>24port Patch Panel Loaded with tool less termination jacks cat 6</p> <ul style="list-style-type: none"> • Loaded Patch Panel with I/Os • Height 19", 1U • Number of ports 24 ports • Color black aluminum • Should be able to support Cat 6 	6 or APA
7	<p>Cat6 UTP Patch Cord 1 meter (pre terminated)</p> <ul style="list-style-type: none"> • Cable type: Patch cord UTP Cat 6 • Length: 1Meter • Connector type: RJ45 to RJ45 according to IEC 60603-7-5 • No. of Pairs: 4 • Color: any • Should supports Copper conductor: AWG24 	70 or APA

	<ul style="list-style-type: none"> Should supports Gigabit Ethernet 	
8	Cat6 UTP Patch Cord 3 meter (pre terminated) <ul style="list-style-type: none"> Cable type: Patch cord UTP Cat 6 Length: 3Meter Connector type: RJ45 to RJ45 according to IEC 60603-7-5 No. of Pairs: 4 Outer diameter: 5.5m Color: any Should supports Copper conductor: AWG24 Should supports Gigabit Ethernet 	55 or APA
9	Cable Manager <ul style="list-style-type: none"> Height 19", 1U Number of ports 24 ports Color black aluminum CCAEIA-DQ002-A010-C0 	8 or APA
10	Cable Tie 6 inch packet	2
11	PVC Insulated Wire duct per 10ft length (40x40)	50
12	PVC Insulated Wire duct per 10ft length (16*38)	100
13	PVC Insulated Wire duct (60x60)	4
14	PVC Pipe, 1 inch (per 10 ft. length)	70
15	Bend, PVC Pipe, 1 inch (per pc)	18
16	Coupler, PVC Pipe, 1 inch (per pc)	75
17	Clamps, PVC Pipe, 1 inch (per pc)	200
18	Flexible PVC Pipe, 1 inch (per ft.)	35
19	Flexible PVC Pipe, 2 inch (per ft.)	45
20	Flexible PVC Pipe, 3 inch (per ft.)	25
21	42U Rack with PDU	1

22	Air Conditioner (2 ton) (inverter) LG, Mitsubishi or equivalent	1
23	Cable Ties 6 inch (per packet)	3
24	Cable Ties 8 inch (per packet)	3
25	Cable Ties 10 inch (per packet)	3
26	Cable Ties 12 inch (per packet)	2
27	Nitto Tapes	APA
28	Alphabetic cable tags (per packet)	3
29	Numeric cable tags (per packet)	3
30	Wood screw 1 inch (per box)	5
31	Wood screw 1.5 inch (per box)	5
32	Steel Nails packet (per box)	6
33	Clump 2 inch	40
34	Rawal Plugs 1.5 inch (per box)	10
35	8 way multi socket PDU	1
36	Rj45 Connector Box	1
37	Fluke Testing per node	100
38	Cable Laying Tagging and Termination per feet (+10% Wastage)	APA
39	Mounting, Ducting, Cabling, Angle adjustment, Labor, Commissioning with completion of job	APA

Network Rack 42 U with PDU		
1	<ul style="list-style-type: none"> • 19" Standing Rack, Height 42U Width 650 mm, Depth 960 mm, Black, Powder Coated or higher • 4 Cooling Fans • Should have 2 fixed tray or higher • Should have 1 moveable tray or higher • Rack-mount PDU - Bidder to check for single or three phase PDUs as per requirement discovered in the survey or as per the requirements of the Servers, Storage and Networking equipment • Each Rack is required to be fitted with one PDU 	1

Server Room Job

1	Earthing for Network Rack (water level) •70mmCopperCable •16mmEarthingCable •Earthing Powder Bag (x9Pc) •Earthing Cable 7/29 •Bus Bar 5 Hole with Accessories(x2) •Earthing Strip1" •Iron Pipe G.I Perforated Pipe 2" with 2" Tee & 2"Nipple •70mm Brass Thimble with Copper Nut Bolt (x6Pc) •16mmBrassThimblewithCopperNutBolt(x12Pc) •8mm Brass Thimble with Copper Nut Bolt (x24Pc) •Earthing Pit withCover(18x18Inch&x1ft.Depth)	APA
2	Floor Cutting and Refiling with Cement	APA
4	Fall Ceiling Room Dimension (Per Sq ft.)	100 or APA
5	Ceiling Light with Complete Accessories for Data center	4
6	Glass Partition Height 10feet, Width 7feet	APA
7	Electric work to power up cabinet from main Electric room one job including BD	1 job
8	Air conditioner installation and electric wiring	APA

Note: Above mentioned quantities are estimated which may vary on site at the time of project implementation. Therefore, bidders are required to visit the project site for survey to ascertain their own estimate before submitting their bid which would be final and fixed.

NOTE:

- 1- Parts and Labor warranty for all components onsite as mentioned in the warranty section or higher as provided by the manufacturer.
- 2- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period.
- 3- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
- 4- Please mention the country of origin / manufacturing / assembly of the quoted brand /model
- 5- All items must be factory fitted & configured. Vendor / Assembler to provide verification of Serial Numbers /AA numbers of products where applicable.

Scope of Work

The successful bidder is required to deploy the complete Network Solution including but not limited to the following; establishment of Server Room including Civil Works, Physical Infrastructure, Network Structured Cabling, Active Wired & Wireless Networking, Physical and Network Security etc. Network Solution must integrate and compatible with the existing network

(Vendor must visit the PERI office and perform necessary survey before giving the final quote. The bidders are also required to attach the survey checklist with their Technical Proposals, prepared by the bidders during performing the survey of PERI office).

Important Note

This is a Turnkey project and the bidder has to ensure that the end to end operations and connectivity is ensured. For this purpose, all parts, cables, devices, Licenses etc., which are needed to make the system and solution operate, are provided with an adequate set of consumable spares. The successful bidder has the responsibility for providing any and all items, which are needed (but not listed in this RFT) for the successful deployment and operations of the Complete system.

Network Solution & Active & Passive Network Specific

PERI requires proposals for the supply, installation, testing and commissioning of Network Solution, Active & Passive Network (Wired & Wireless) & Establishment/Deployment of Server Room work on turnkey basis as per attached specifications. Project shall be on turnkey basis including supply of all required equipment, software, licenses, hardware, installation materials, masonry works and services needed for installation, integration and configuration of the supplied equipment and software to commission the Server Room.

Warranty, Support & Maintenance.

The Company shall warrant that the goods supplied under the Contract are new, un-used, of the most recent or current models and incorporate all the latest improvements in design and materials unless provided otherwise in the Contract.

The Company shall further warrant that all goods supplied under this Contract shall have no defect arising from design, material or workmanship or from any act or omission of the Company that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

The Company shall ensure that the selected equipment hardware and software shall not be at End of Life for the prevailing 4 years and End of support for the prevailing 8 years after FAC.

The Company shall warrant but not limited to the following that the goods supplied under the Contract are new, un-used, of the most recent or current models and incorporate all the latest improvements in design and materials unless provided otherwise in the Contract;

The bidder must quote total project price alongwith 'Comprehensive parts, labour, software up gradation & configuration Warranty' for a period of one year except warranty period specifically mentioned with the items mentioned in the specification sections, inclusive of any PM (Preventive Maintenance during warranty) wherever required.

Optional Warranty

The Company has to offer comprehensive Warranty, Support and Maintenance inclusive of parts for repair and replacement aligned with the desired SLA of (on demand) for a period of three year inclusive of any PM (Preventive Maintenance during warranty) wherever required. The vendor must quote the price of SLA separately (3 Years) optional.

SLA include part and labour warranty, software up gradation & configuration. The purchaser has the right to accept the quoted optional warranty of 03 years from

the bidder declared as qualified responsive bidder with one year labour and part warranty period, keeping in view its budget and requirement.

1. Parts and Labor warranty for all components onsite as mentioned in respective Technical Specifications Form, or higher as provided by the manufacturers.
2. Network Solution (R&S) and Data Hardware and related software.
3. Turnkey Installation and configuration of all Hardware, software and their related components (Including Servers ,UTM, Switches, Access Point, etc).
4. Successful commissioning and integration of all hardware, software and civil works.
5. End-to-end proper tagging and labeling of all Network Nodes / Points in all aspects and documented for Active and Passive Work (UTP).
6. The bidder shall provide diagram of how the structured cabling will be deployed across the Floors & Server Room of PERI (tentative)
7. Patch Cables and other necessary Cables and Connectors should be provided, where necessary.
8. Dismantling, construction and successful commissioning of civil works for Server Room, if required.
9. The following are the minimum required guideline specifications for UTP Cable
 - It shall be ensured that the cable is laid, tested and commissioned in accordance with drawing specifications and manufacturer's instructions.
 - Cables should be laid by skilled and experienced workmen, using adequate equipment to minimize stretching of the cable;
 - All terminations should be carried out according to the manufacturer's instructions and guidelines and standards of generic cabling systems. Terminating outlets care must be taken to avoid damaging the copper cores when stripping back outer sheathing;
 - Testing of each node should be done as per manufacturer standards;
 - Cat 6 Cabling required on turnkey basis with all industry standard branded.
 - Termination on 24 port Cat-6 patch panel (patch panel included) proper tags with Tie and dressing between switch and patch panel
 - All cabling product range will be compatible to each other
 - Performance must meet class TIA / EIA channel specifications for category 6 cable must support Gigabit Ethernet.
 - Color dressing is required between patch panel and switch for identification.
10. Provide complete cable management, Placement of Racks, UPS, Air Conditioner and others drawings/layouts.
11. Complete installation layout of Server Room Environment Protection and Integration.
12. Provide local support and maintenance of the system during and after commissioning
13. Provide standard manufacturer warranty of equipments (warranty will start after commissioning and acceptance).
14. The bidders should not propose any kind of refurbished equipment / components in their technical proposals.
15. Vendor must ensure
 - List of the Staff assigned to the Project

- Support of various standards, if any
 - Support of various Information Security standards
 - Compatibility of equipment quoted, with equipment of other Major Players of the Market
 - Future products of same series, proposed by the Vendor
 - No end-of-life or near end-of-life equipment will be proposed. The bidder will be responsible for any non-compliances in this regard
16. The contractor shall submit original catalogues, product data sheets for all Equipment/material proposed.
17. The contractor shall provide all lifetime software licenses as required
18. At the end of the Project the Bidder will provide a detailed document regarding the solution description (High level or level Diagram), process flows and SOPs (Standard Operating Procedures) to ensure a very high level of integrity and reliability of all systems

Note: if any hardware has end of service life during the support tenure PERI would not be responsible; vendor must be able to support the hardware till end of warranty period/Contract. The bidder will need to be a total solution provider (not a vendor or equipment supplier alone) and be capable of not only understanding all the elements used in above mentioned Solution and also capable of Network Security, networks (LAN/WAN), requirements for cable distribution and systems (Cat6/ patching and tagging arrangements, Servers/Storage, etc.) but also be able to set up and coordinate integration into the other ICT and other security systems.

Part-I

Section V. Forms & Other Required Documents

Cover Letter for the Submission of Technical Proposal and Financial Proposal

[Firm letterhead]

[Date]

To

(Name and address of Client / Purchaser)

Re: Technical Proposal and Financial Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal and financial proposals including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

Important Note: The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. SPFC shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The bids should be submitted in sealed envelope clearly mentioned “**BID (TECHNICAL & FINANCIAL PROPOSALS) FOR PROVISION OF I.T. EQUIPMENT**”

Annexures

Annex – A

Organization Information			
S #	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
4	General / Punjab Sales Tax Number		
5	What is the legal status of your organisation? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Sole Proprietor	
	Others (Please specify)		
6	Name and designation of 'Head of Company'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

Annex –B

Key Management Staff of Company							
S r #	Name of Management/Technica l Staff	Designatio n	Area of Expertis e	Number of years in compan y	Contac t No.	Emai l ID	CV at pag e #

May like to add more columns

Eligibility Response Checklist

The provision of this checklist is essential prerequisite along with submission of tenders to check the eligibility of the bidders before technical Evaluation.

Important Note: In case of non-compliance to any of the requirements mentioned below, the respective bidder will not be eligible to bid.

Sr. No.	Necessary Eligibility Information	Response/Elaboration	
1	Certificate of Incorporation of bidder's firm showing its location and the date of registration etc (Copy required)		Copies Attached
			Copies Not Attached
2	Regular tax payer Attach copies of tax returns of last three years		Copies Attached
			Copies Not Attached
3	Mention National Tax Number (NTN) and PST/FST) in the name of Organization and provide a copy of registration	NTN	
		FST/PST	
4	Affidavit on stamp paper, declaring that the company is not black listed by any Govt. agency / authority (Original required)		Original attached
			Original not attached
5	ISO certificate of participating firm		Copy Attached
			Copy Not Attached
6	Relevant Bid Security in the form of CDR/Pay Order/Demand Draft is attached with the Technical Proposal		Original Attached
			Original Not Attached
7	Audited financial statement of last 3 years (copies are required)		Copies Attached
			Copies Not Attached

1. Technical Proposal Submission Form

[Location, Date]

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal/Tender Document dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely, Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

1-A Checklist for Technical Proposal Evaluation

The provision of this checklist is essential prerequisite along with submission of tenders/ technical offers.

Important Note: In case of non-compliance to any of the requirements mentioned below, the respective bidder will not be qualified.

Sr. #	Description	Yes / No	Page #
1	Quote of rates in items (partial bidding is not allowed). Bid must be complete in all respects		
2	The bidder shall quote on turnkey basis (mean covers all the aspects (end to end ready).		
3	Manufacturer or an Authorized Dealer Certificate or Valid Manufacturer Authorization letter for sales & service of quoted brands		
4	At least two CCIE or JNCIE (R&S) or equivalent, one CCIE or JNCIE (Network security) certified or equivalent, resource on their payroll (Attach copies of certificate and proof of employment as per format required in the Annex-B of Forms i.e. Key management / Technical Staff of Company).		
5	Relevant Past Purchase Orders from any well-known public or private organizations (At least 10 purchase orders of similar kind of work/projects)		
6	Experience of doing business in similar IT industry from last 08 years (Attach verifiable proof).		
7	Technical Brochures of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin		
8	The average annual sale of IT equipment for the last 2 years not less than PKR15 million. (Bank Statement / Certificate / financial statement)		
9	Authority Letter from the Bidder Company authorizing the relevant person to represent the company		
10	Operational office of company/firm in Lahore.		
11	Manufacturer origin of Core Network should be USA, UK, Europe or Equivalent.		
12	The vendor for Active equipment manufacture must have local depot in Lahore or Karachi or Islamabad.		
13	A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the market or from company owned outlets/ warehouse.		
14	Satisfactory Performance / completion Certificate of supplying/installation of similar product/items in last 3 years from previous clients (At least 10 verifiable performance/completion certificates required)		

Date __

Signature of authorized person

Name:

(Company Seal)

In the capacity of Duly authority by

Note: Bidders are required to provide authentic documentary evidence along with tender document against each requirement with chain serial marking. Furthermore, bidders must signed & stamp each page of the bidding documents to acknowledge each term and condition of the bidding documents

2. Financial Bid Submission Form

Date: _____
No: _____

To
[Client Address]

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

3. Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal

4. Manufacturer's Authorization Form

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

To: *[name of the Purchaser]*

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

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

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

[signature for and on behalf of Manufacturer]

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

5. Price Schedules (Financial Proposal)					
Provision of Network Solution, Active & Passive Network etc.					
S r. #	Items / Description	Brand / Model / Origin	Quantity	Unit Price inclusive of all Taxes and duties	Total Price with all Taxes and duties
1	Server-I		01		
2	Server-II		01		
3	Firewall (UTM)		01		
4	Core Switches		02		
5	Controller Based Wireless Access Points		01		
6	Wireless Access Points		05		
7	UPS 10KVA with Battery Pack		01		
8	Up-gradation / rehabilitation of existing network of 40 nodes, including CAT6 cable, Face plate, Cat6 jacks, Cable Laying Tagging and Termination per feet), Fluke Testing, Mounting, Ducting, Cabling, Angle adjustment, Labour, Commissioning with completion of job etc.		Up-gradation / rehabilitation of existing 40 nodes		
9	Installation of 60 new networking nodes including CAT6 cable, dual Face plate and single face plate, Cat6 jacks, Cable Laying Tagging and Termination per feet, Mounting, Ducting, Cabling, Angle adjustment, Fluke Testing, Labour, Commissioning with completion of job etc.		Installation of new 60 networking nodes		
10	Installation of 35 new nodes for CCTV Cameras and Wireless access point including CAT6 cable, Cable Laying Tagging and Termination per feet, Mounting, Ducting, Cabling, Angle adjustment, Fluke Testing, Labour, Commissioning with completion of job etc.		35 new networking nodes for CCTV and wireless access point		
11	24port Patch Panel Loaded with tool less termination jacks cat 6		06 or APA		
12	Cat6 UTP Patch Cord 1 meter (pre terminated)		70 or APA		
13	Cat6 UTP Patch Cord 3 meter (pre terminated)		55 or APA		

14	Cable Manager		8 or APA		
15	42U Rack with PDU		01		
16	Air Conditioner (2 ton) inverter including installation and electric wiring		01 job		
17	8 way multi socket PDU		1		
18	Earthing for Network Rack (water level)		01 job		
19	Establishment of Server Room (including false ceiling, glass partition, civil work, electric work etc) as mentioned in detail specification / BOQs form.		01 job		
	Total with comprehensive parts and labour warranty of one year				

Optional Warranty

The Company has to offer comprehensive Warranty, Support and Maintenance inclusive of parts for repair and replacement aligned with the desired SLA of (on demand) for a period of three year inclusive of any PM (Preventive Maintenance during warranty) wherever required. The vendor must quote the price of SLA separately (3 Years) optional.

SLA include parts and labour warranty, software up gradation & configuration.

The purchaser has the right to accept the quoted optional warranty of 03 years from the bidder, declared as qualified responsive bidder with one year labour and part warranty period, keeping in view its budget and requirement .

	Optional Warranty				
	Total (comprehensive parts, labour, support, software up-gradation and configuration warranty for three years)				

Note:

1. Detailed specifications of above mentioned items have been provided in Technical Specification / BOQs Form (Section -4). Financial bid evaluation will be done on the basis of lowest delivered duty paid. Individual prices are for the purpose of comparing the bids. PERI reserves exclusive rights to decrease or increase the quantities of Items mentioned vide this tender document.
2. In case of discrepancy between unit price and total, the unit price shall prevail.

3. The supplier has to provide the following free of cost:
 - i. Standard Tool Kit.
 - ii. Technical and Operation Manual.
 - iii. At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.
4. At site preventive maintenance on quarterly basis by the bidder's qualified staff for the standard manufacturer warranty period from final acceptance of goods.

Date __

Signature of authorized person

Name:

(Company Seal)

In the capacity of Duly authority by

Note: No cutting or over writing is allowed. Any cutting or over writing will lead to rejection of the financial bid.

Part-II

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between *[name of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

2. Performance Security Form

To:

[*Client Address*]

WHEREAS [*name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated _____ 20____ to supply [*description of goods and services*] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

Part-II

Section II. General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.
- (h) “The Purchaser’s country” is Islamic Republic of Pakistan.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.

2. Application

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

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the

Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

7. Performance Security

- 7.1 **Within ten (10) days** of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

- (a) **a bank guarantee** or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser,

7.4 The performance security will be discharged by the Purchaser 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 specified otherwise in SCC.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing

shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) The Bidder should arrange training for PERI Technical Staff (2-3 Persons). This should include training on the supplied equipment and systems for Installation, Operations and expansion (Vendor must share details of contents in advance). The Bidder should also propose critical Certification courses covering all aspects of Proposed Solution and operations of all parts of the system that the PERI personnel should have (Before and after deployment of the Solution). The bid costs should include ALL costs including travel, accommodation, local costs, etc.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for thirty six (36) months based on 8*5*NBD after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for forty two (42) months

after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. The warranty shall be from Principal manufacture where applicable

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated
Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination
for Default**

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar

Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency**
- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience**
- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

- 28. Resolution of Disputes**
- 28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.
- 29. Governing Language**
- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Part-II

Section III. 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 General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: Punjab Economic Research Institute (PERI), Planning & Development Board

GCC 1.1 (h)—The Purchaser's country is: Islamic Republic of Pakistan

GCC 1.1 (i)—**The Supplier is: [Detail]**

GCC 1.1 (j)—The Project Site is: Punjab Economic Research Institute (PERI), Planning & Development Board

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—

Inspection and tests prior to delivery of goods and at final acceptance are:-

- i) For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)
- ii) For Physical Fitness having No Damages (Certificate from supplier)
- iii) For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)
- iv) For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by PERI)
- v) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by PERI)

5. Delivery and Documents (GCC Clause 10)

GCC 10.3— Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's or Supplier's Valid Warranty Certificate;
- (vi) Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report; and
- (vii) Certificate of Origin.
- (viii) The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

6. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

7. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

- A) At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.
- B) At site preventive maintenance on quarterly basis by the bidder's qualified staff for three years, starting from final acceptance of goods.

The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

8. Warranty (GCC Clause 15)

GCC 15.2— In accordance with the provisions, the warranty period shall be 36 months or the case may be (parts and labor warranty) from date of Handing Over (Final Acceptance) of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the

Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 5% of the contract price.

or

- (c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 72 hours.

9. Payment (GCC Clause 16)

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

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

Billing Cycle: The billing shall on submission of invoice by the supplier after successful completion of the job;

- (i) **Payment against Delivered Goods:** Upon submission of claim, the supplier shall be paid within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC 4.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: Fixed.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.1 % of contract price per day

Maximum deduction: 5 % of contract price

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes – Punjab Economic Research Institute (PERI), Planning & Development Board, 48 - Civic Centre, Muhammad Ali Johar Town, Lahore .

—Supplier's address for notice purposes:

NETWORK DIAGRAM (Proposed)

PERI-Network Logical Diagram

