

# CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED (CPPA-G)



## TENDER DOCUMENT

*No: CPPA-G/422-26*

Office 365 E3, The Maintenance & Renewal of Support Services  
and Service Level Agreement (SLA) for Datacenter Active, Rack  
Space Hosting

**Note:** Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required in the Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

## OFFICE OF THE CHIEF INFORMATION OFFICER (CIO)

CPPA-G, Shaheen Plaza, Plot 73-A West, Fazlul Haq Road Blue Area,  
Islamabad

UAN: 051-111-922-772 Ext 224,235, Fax # 051-9213617

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# SECTION A: INVITATION FOR BIDS

## 1. Invitation to Bid

CPPA-G, invites sealed bids from eligible bidders (original manufacturers/authorized distributors/suppliers) registered/incorporated company/firm in Pakistan, registered with Income Tax and Sales Tax department (FBR) for Office 365 E3, The Maintenance & Renewal of Support Services and Service Level Agreement (SLA) for Datacenter Active, Rack Space Hosting as per following schedule:

Material Required		
-	LOT A	MS Office 365 E3 & Azure Account and Cloud Storage (Renewal/Purchase/Upgrade)
-	LOT B	The Maintenance & Renewal of Support Services and Service Level Agreement (SLA) For Servers, Storage Software and Network Equipment (with parts)
-	LOT C	Rack Space Hosting

### 1.1 PPRA Rules

This tender for procurement will be processed strictly under public procurement rules, 2004. These may be obtained from <http://ppra.org.pk/doc.rules.pdf>. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under the procurement rules, 2004.

### 1.2 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in national newspapers with wide circulation and online at PPRA's <http://www.ppra.org.pk> and CPPA-G's official websites <http://www.cppa.gov.pk>.

### 1.3 Type of Open Competitive Bidding

As per rule 36(b), Single Stage - Two Envelop Bidding procedure shall be followed.

### 1.4 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/ rejection of bids, performance guarantee etc. can be downloaded from the CPPA-G official website <http://www.cppa.gov.pk>.

### 1.5 Bidding Process Schedule

Brief schedule of bidding process is as under:

Sr.	Summary	Description
1.	Recipient	CIO CPPA-G, Shaheen Plaza, 73 A West, Blue Area, Islamabad
2.	Venue	O/O Chief Information Officer, Shaheen Plaza, 73 A West, Blue Area, Islamabad
3.	Closing Date & Time of Bids (Technical & Financial)	13th February, 2023 11:00 AM
4.	Technical Bids shall be opened in the presence of bidder or authorized representatives	13th February, 2023 11:30 AM
5.	Public Opening Date & Time of Financial Bids	Technical responsive Companies shall be informed to participate in the opening process of financial bids with date/time.
6.	Bid Money	05% of the maximum per year quoted cost in PKR (Please enclose bid money with financial bid envelope) for lot A & B Use SBP's Weighted average selling rate for USD to PKR conversion on 30 <sup>th</sup> January, 2023
7.	Cost of Tender Document	Rs. 2,000/-

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## SECTION B: INSTRUCTIONS TO BIDDERS

### 2. General Instructions to Bidders

#### 2.1 Scope of Bid

The CPPA-G invites sealed bids for Office 365 E3, The Maintenance & Renewal of Support Services and Service Level Agreement (SLA) for Datacenter Active, Rack Space Hosting in schedule of requirements along with technical specifications, as per Annexures in this tender document, at O/O Chief Information Officer, Shaheen Plaza, 73 A West, Blue Area, Islamabad.

#### 2.2 Tender Document Fee

The bidding documents can be downloaded from [www.cppa.gov.pk](http://www.cppa.gov.pk); however, cost of tender document is PKR 2,000/- (nonrefundable) that will be deposited by potential bidders in CPPA-G Imprest Account. Account Title: 'Central Power Purchasing Agency (Guarantee) Limited' Account No. 3057606195, National Bank of Pakistan, Super Market, Corporate Branch, F-6, Islamabad. The bidders will present original receipt of tender document fee, deposited, along with sealed technical and financial bids.

#### 2.3 Eligibility of Bidders/Bids/Goods/Services

The eligibility of bidders, bids, goods or services will be evaluated in line with following clauses:

##### 2.3.1 Bidders:

This Invitation for Bids is open to all original manufacturers/ their authorized agents/ suppliers and in case of imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods/Subscription/Services who:

- i) have registered/incorporated company/firm in Pakistan with relevant business experience of at least Three Years (3) years as on closing date for tender submission;
- ii) is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- iii) has valid registration of General Sales Tax (GST) & National Tax Number (NTN);
- iv) must be involved in sales or supply business of IT equipment and services for last 3 years;
- v) has authorization of principal manufacturer (MAL is Compulsory only for Lot A&B );
- vi) has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan and has read CPPA-G's blacklisting SOP and have no objection being trailed in case of breach of contract (submission of undertaking on legal stamp paper, as per 'Annexure-A' is mandatory),
- vii) has required relevant qualified and enough strength of technical staff to fulfill the requirement of assignment,
- viii) has office(s) at Islamabad / Rawalpindi

**Note:** verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification

##### 2.3.2 Bids:

Any bid not received as per the terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:

- Received without tender document fee submission receipt



- received without earnest money/ bid Security
- received after the date and time fixed for its receipt
- tender document and the bid are unsigned
- offer is ambiguous
- offer is conditional i.e. advance payment, currency fluctuations or currency is not PKR (Except Lot A, B which will be quoted in USD) etc.
- offer is received by a telegram
- offer is received with shorter price validity and longer delivery period than asked in this document
- offer is for store/items not conforming to the specifications indicated in the tender BOQ

### **2.3.3 Goods or Services:**

All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, installation, after sale service/support and trainings etc.

## **2.4 Corruption and Fraud**

- The Government of Pakistan defines Corrupt and Fraudulent Practices as “corrupt and fraudulent practices” which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”.
- Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

## **2.5 Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **2.6 Joint Venture / Consortium**

Joint venture / consortium is not eligible for this tender.

# **3. Special Instructions to Bidders**

## **3.1 Bidding Document Contents**

### **3.1.1 Contents of bidding document**

- The goods/licenses/support/services required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include: (a) Instructions to Bidders (ITB) (b) Schedule of Requirements (c) Technical Specifications (d) Evaluation Criteria (e) Bid Forms (including technical forms and financial forms) (f) Draft

Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.

- ii) The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and CPPA-G shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

### **3.1.2 Clarification(s) on Bidding Document**

The potential bidders requiring clarification(s) on bidding document may notify CPPA-G at the address indicated in the Invitation for Bids. The CPPA-G shall respond in writing through email to any request for clarification(s) no later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. The responses of CPPA-G (including an explanation of the query but without identifying the source of inquiry) shall be uploaded on the company's website: [www.cppa.gov.pk](http://www.cppa.gov.pk).

### **3.1.3 Amendment(s) on Bidding Document**

- i) At any time prior to deadline for submission of bids, CPPA-G, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify bidding document by amendment(s). The amendments incorporated will be published/notified on company's website: [www.cppa.gov.pk](http://www.cppa.gov.pk) and same shall be binding to all bidders.
- ii) In order to allow prospective bidders reasonable time to take into account the amendment(s) in preparing their bids, CPPA-G, at its discretion, may extend deadline for the submission of bids.

## **3.2 Bidding Procedure**

### **3.2.1 Governing Rules**

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (b) 'Single stage - Two Envelop procedure'. Bidders are advised to refer to the section-A, sub-sections 1.1, 1.2, 1.3 and 1.5.

### **3.2.2 Bidding Procedure**

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

#### **Single Stage: Two Envelope Procedure**

- i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;
- ii) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked as "TECHNICAL BID" shall be opened at O/o Chief Information Office, CPPA-G, Shaheen Plaza, 73 A West, Fazlul Haq Road, Blue Area, Islamabad on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.
- iv) The envelope marked as "FINANCIAL BID" shall be retained in the custody of CPPA-G without being opened;
- v) The CPPA-G shall first establish the "Eligibility" and then evaluate the technical Bid conforming the compliance of the offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
- vi) During the technical evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any

material deviation of bid, may be asked. 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.

- vii) The “FINANCIAL BIDS” of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period;
- viii) The Financial Bid of ineligible and/or technically nonresponsive bidders shall be returned un-opened to the respective bidders subsequent to the announcement of “Bid Evaluation Report” (BER); and
- ix) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with highest technical marks will be awarded tender.

### **3.3 Preparation of Bids**

#### **3.3.1 Documents Comprising of Bids**

- i) The bid shall comprise of bid forms, duly signed by the authorized personnel along with the stamp of the company, and all those documentation that are prescribed for the eligibility of the bidders and goods/services that are found necessary and highlighted in the bid forms in Annexure-B.
- ii) The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

#### **3.3.2 Bid Prices**

- i) The bidder shall quote unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, prescribed in this bidding document, of goods/services, he proposes to supply under contract on FOR basis at the addresses provided in section 2.1 of this bidding document. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties.
- ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to CPPA-G.
- iii) While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- iv) Form prescribed for quoting of prices, should be typed and printed on the bidder’s letterhead. Any alteration/correction must be initialed.
- v) The bidder should quote prices of goods/services on the form provide in Annexure-B according to the technical specifications demanded in BoQ for which Vendor is participating of this bidding document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

#### **3.3.3 Bid Currency**

Prices shall be quoted in Pak Rupees. Bids with prices offered in any other currency will be rejected (Except Lot A, B which will be quoted in USD).

#### **3.3.4 Supporting Documents**

The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.

#### **3.3.5 Bid Security**

- i) The bidder shall furnish, as part of its bid, 05% of the value of maximum per year quoted cost in PKR (Please enclose bid money with financial bid envelope) for lot

A & B, use SBP's Weighted average selling rate for USD to PKR conversion on 30<sup>th</sup> January, 2023, in the shape of pay order/demand draft/call deposit in the name of CPPA-G, Shaheen Plaza, Fazlul Haq Road, Blue Area, Islamabad. The unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.

- ii) The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.
- iii) The successful bidders' Bid Security will be kept in CPPA-G's account as Performance Security until successful bidder replace it with the Bank Guarantee within sixty days after issuance of Purchase Order and Performance security shall be valid till the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. No other shape or form of performance security shall be acceptable.
- iv) The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the contract or fails to provide equipment/software/Support awarded.

### **3.3.6 Bid Validity**

- i) The bids price shall remain valid for 120 days after the date of opening of technical bid prescribed by CPPA-G. A bid having validity for a shorter period shall be rejected by CPPA-G as non-responsive.
- ii) The CPPA-G shall be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii) The bidders who; (a) agree to the CPPA-G request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities/Performance Security.

## **3.4 Submission of Bids**

### **3.4.1 Sealing and Marking**

- i) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bid/bids in separate envelopes.
- ii) The envelopes shall then be sealed in an outer envelope.
- iii) The inner and outer envelopes shall: (a) be addressed to the CPPA-G at the address, and (b) Bid Reference No. given, and a statement: 'DO NOT OPEN BEFORE' the time and the date specified, in the Invitation for Bids for opening of Bids.
- iv) 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 as 'non-responsive' or 'late'.
- v) If the outer as well as inner envelope is not sealed and marked as required, CPPA-G, shall assume no responsibility for the bid's misplacement or premature opening.
- vi) The bids must be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

**O/o Chief Information Officer, CPPA-G**  
CPPA-G, Shaheen Plaza, Plot 73-A West,  
Fazlul Haq Road Blue Area,  
Islamabad

**UAN: 051-111-922-772 Ext 224,235**

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- vii) Bids submitted through telegraph, telex, fax or email shall not be entertained.

#### **3.4.2 Submission Deadline**

- i) Bids must be submitted by the bidder and received by the CPPA-G on/or before 13th February, 2023, 11:00 AM. Bids received later than the time and date specified will stand summarily rejected.
- ii) The CPPA-G may, in its discretion, may extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with sub-section 3.1.3, in which case all rights and obligations of CPPA-G and bidders previously subject to the deadline shall thereafter be subject to deadline as extended.

#### **3.4.3 Submission Deadline**

Any bid received by CPPA-G after the deadline for submission of bids prescribed by CPPA-G pursuant to sub-section 3.4.2 shall be rejected and returned unopened to the bidder.

#### **3.4.4 Withdrawal of Bids**

- i) The Bidder may withdraw its bid after bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.
- ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder, pursuant to the sub-section 3.3.5.

### **3.5 Bids Opening and Evaluation**

#### **3.5.1 Open and Evaluation of Technical/Finance Bids**

- i) 'Technical Bids' received, shall be opened by CPPA-G publicly in the presence of bidders or their representatives who may choose to be present on 13th February, 2023, 11:00 AM. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the bidders.
- ii) All Bidders in attendance shall sign an attendance sheet.
- iii) Prior to detailed evaluation, CPPA-G shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically sub-section 3.3.3 and 3.4. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. CPPA-G's determination of a bid's responsiveness will be based on contents of the bid itself.
- iv) The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.
- v) The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue which shall be communicated to the bidders after evaluation of technical bids.
- vi) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the bidder, items bided for and unit prices and total amount of the bid (if applicable). CPPA-G may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).
- vii) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
  - If there is a discrepancy between 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 bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

### **3.5.2 Bids Rejection**

- CPPA-G may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. CPPA-G may upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids but, is not required to justify those grounds.
- Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.
- Conditional offer i.e. advance payment, currency is not PKR (Except Lot A, B which will be quoted in USD) or currency fluctuations etc.
- Incomplete bid/bids shall be rejected.
- Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.
- CPPA-G incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.
- Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

### **3.5.3 Re-Bidding**

- If CPPA-G rejected all bids in pursuant to sub-section 3.5.4, it may call for a re-bidding.
- CPPA-G before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

### **3.5.4 Announcement of Evaluation Report**

Announcement of Evaluation Report will be as per PPRA rules 2004.

### **3.5.5 Contacting Procurement Agency**

- No Bidder shall contact CPPA-G on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of CPPA-G, it should do so in writing.
- Any effort by a bidder to influence CPPA-G in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

## **3.6 Award of Contract**

### **3.6.1 Acceptance of Bid/Award Criteria**

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section D, being technically qualified and having lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the contract, within the original or extended period of bid validity.

### **3.6.2 Variation in Quantity**

The CPPA-G reserves the right at/after the time of award of contract to increase or decrease, quantities of goods up to 15% as originally specified in Schedule of Supplies without any change in unit price or other terms and conditions.



### **3.6.3 Performance Security**

The successful bidders' Bid Security will be kept in CPPA-G's account as Performance Security until successful bidder replace it with the Bank Guarantee within sixty days after issuance of Purchase Order and Performance security shall be valid till the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. No other shape or form of performance security shall be acceptable.

### **3.6.4 Notification of Award / Letter of Acceptance (LoA)**

- i) Prior to the expiration of the period of bid validity, CPPA-G shall issue Purchase Order to the successful bidder. This Purchase order is termed as Letter of Acceptance.
- ii) The notification of award shall constitute the formation of the contract between CPPA-G and the successful Bidder.
- iii) The enforcement of the contract shall be governed by Rule 44 of the PPR-2004. The performance security shall be forfeited in case of bidder fails to fulfill the obligations under the contract or violates any of the terms and conditions of the contract.

## **3.7 Goods Inspections/ Verification**

### **3.7.1 Inspection and Test**

- i) After delivery/Renewal of Services/Subscription/Licenses ((for LoTs in which software is to be renewed/purchase) CPPA-G will issue verification certificate of delivery/Renewal of licenses

## **3.8 Packing of Goods Delivered**

### **3.8.1 Packing & Accessories**

All the items to be provided in proper company packing with brochures and CDs if applicable.

## **3.9 Transportation**

### **3.9.1 Transportation and Delivery Requirements**

- i) The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.
- ii) The bidder shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- iii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

## **3.10 Disputes**

### **3.10.1 Resolution of Disputes**

In case of any dispute concerning the interpretation and/or application of this contract shall be settled through arbitration. The CEO, CPPA-G or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the parties.

## SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

### 4. Supplies of Equipment/ Software (Purchase/ Renewal)/Services

#### 4.1 Services/Software/Support

The Services/Software/Support shall be delivered and installed in accordance with the following schedule of requirements:

S. No	Milestone	Time Period
1	Supply of (Lot A & C)	Within Thirty (30) Days from date of Issuance of Purchase Order
2	Supply of (Lot B) Maintenance & renewal of Support Services and Service Level Agreement (SLA) for Servers, Storage, Software and Network Equipment (with parts)	Agreement/ SLA will be signed Within Thirty (30) Days from date of issuance of Purchase Order whereas supplier is responsible for renewal of relative support Service before the expiry date as per Annexure D.

### 5. Late Delivery Penalty

#### 5.1 Liquidated Damages upon Late Delivery of Supplies

The hardware, Software and Supports shall be delivered in accordance with the Purchase Orders to be issued by CPPA-G. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
<b>(Lot A, C)</b>		
Without penalty	• Thirty (30) days	• Thirty (30) days
With penalty @ 1% per day after Thirty (30) days 10% of the total contract value.	• Ten (10) days	• Forty (40) days
<b>Maintenance &amp; renewal of Support Services and Service Level Agreement (SLA) for Servers, Storage, Software and Network Equipment (with parts).</b>		
Without penalty	Agreement/ SLA will be signed Within <b>Thirty (30) Days</b> from date of issuance of Purchase Order whereas supplier is responsible for renewal of relative support Service before the expiry date as per Annexure D.	Agreement/ SLA will be signed Within <b>Thirty (30) Days</b> from date of issuance of Purchase Order whereas supplier is responsible for renewal of relative support Service before the expiry date as per Annexure D.
With penalty @ 1% per day of relative support service after Expiry of relative support service up to maximum of 10% of the total contract value.	<b>Ten (10) days</b>	<b>Forty (40) days</b>

*F. Newaj*



## **5.2 Failure to Delivery**

Failure to supply items within the stipulated time period will invoke a penalty as specified in sub-section 5.1; however, in case of failure to delivery, Performance Security amount may be forfeited and the company will be blacklisted and will not be allowed to participate in future tenders as well.

## **6. Terms of Payment**

### **6.1 Payment**

Payment of the Software, Services and Support will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Currency of Invoice should be PKR
- ii) For Lot A, B the rate of exchange (USD to PKR) shall be the selling rate, prevailing on the date of invoice as notified by the State Bank of Pakistan on that day.
- iii) Invoice having NTN, GST No. printed of Both Supplier & Consignee.
- iv) Verification Report Issued by CPPA-G
- v) Satisfactory performance Report only for Second and Third Agreement Year, issued by CPPA-G.
- vi) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vii) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal

## SECTION D: EVALUATION CRITERIA

### 7. Evaluation Criteria

#### 7.1 Bidder's Evaluation Criteria

Bidder as a part of his bid shall provide the following depending upon applicability:

- i) Company profile
- ii) NTN Certificate
- iii) GST Certificate
- iv) On Active Tax Payers List of FBR
- v) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
- vi) Minimum Three (3) years' experience in supply and installation of hardware/IT equipment or supply of software licenses along with list of clients to whom the bidder has done or been doing business during last Three (3) years along with their Names, Addresses and Phone Numbers.
- vii) A list showing the location of head office along with those of branch offices.
- viii) A list of technical expertise and qualified maintenance engineers/staff to handle the hardware maintenance task efficiently along with their qualification.
- ix) Bid Validity period of 120 days from date of opening of Technical Bids.
- x) Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry... (Annexure-A).
- xi) Complete specifications with supporting document, brochures of the offered items. If specifications do not meet the tender requirements; offered material shall not be entertained.
- xii) The Bidder should be authorized partner with quoted brand.
- xiii) Must have minimum annual turnover at least PKR Twenty (20) million in the last 3 years –Income Tax Returns must be attached
- xiv) The Bidder should have Certified Personnel on the proposed Hardware/Software/Services/Network.
- xv) The Refurbished, Grey smuggled products will be not accepted in any case.
- xvi) Manufacturer's authorization certificate/Letter for Lot A & B must be attached.
- xvii) For Lot C Bidder must have its own data center in Islamabad/Rawalpindi only, where CPPA server will be hosted. No third-party Pakistani data center (or having Colocation data center), reseller/partnership/JV is allowed.
- xviii) For Lot C Bidder must have its own deployed fiber for P2P connectivity; no third-party Pakistani ISP provider/reseller/ partnership/JV/Interconnect or collaboration is allowed.
- xix) For Lot C Bidder Systems and Network security department must have ISO (9001:2015) certified with certificate proof. (Provide certificate)
- xx) For Lot C For Management and support bidder must have its own Network operation center (NOC). Complete structural document along with local support 24/7 document required.
- xxi) For Lot C Bidder must have certified SOC team. (Minimum 2 team members certifications required)

#### 7.2 Bid's Evaluation Criteria

- i) Technical bids will be evaluated as per given criteria in sub-section 7.3. The bidder will be declared technically qualified if score of technical factors  $\geq 70\%$ .
- ii) Financial bids will be opened only of those bidders who are technically responsive.

- iii) The tender will be awarded to the financially lowest bidder. In case if lowest financial value is tied between two or more bidders, tender will be awarded to the bidder having highest score in technical evaluation.
- iv) For lots for which financial value is asked for three years, tender financial evaluation will be done on sum of three years depending upon the years of agreement.
- v) Purchase order will be issued to the financially lowest bidder, in case of more than one bidders are tied preference will be given to the bidder having highest technical evaluation if price and technical evaluations are tied preference will be given to the bidder with more experience.

### 7.3 Technical Evaluation Criteria

The technical evaluation will be done on the basis of following parameters for eligibility of the Bidder:

Sr.	Factors	Max. Score	
I.	Registration/Incorporation/Business Certificate and at least three business years in Pakistan	Mandatory	
	Valid Income Tax Registration	Mandatory	
	Valid General Sales Tax Registration (Active with FBR)	Mandatory	
	Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry (Annexure-A) for all Lots.	Mandatory	
	Compliance to technical specifications of BoQ for competing LOT on Letter head of company	Mandatory	
	Compliance to schedule of supplies	Mandatory	
	Principal authorization certificate/ Manufacturer Authorization Letter (For Lot A &B)	Mandatory	
	Principal valid Partnership certificate (Except Lot C)	Mandatory	
	Must have minimum annual turnover at least PKR Twenty (20) Million in the last 3 years –Audited Financial Statements to be attached	Mandatory	
	Office in Islamabad	Mandatory	
	For Lot C Bidder must have its own data center in Islamabad/Rawalpindi only, where CPPA server will be hosted. No third-party Pakistani data center (or having Colocation data center), reseller/partnership/JV is allowed.	Mandatory	
	For Lot C Bidder must have its own deployed fiber for P2P connectivity; no third-party Pakistani ISP provider/reseller/ partnership/JV/Interconnect or collaboration is allowed.	Mandatory	
	For Lot C Bidder Systems and Network security department must have ISO (9001:2015) certified with certificate proof. (Provide certificate)	Mandatory	
	For Lot C For Management and support bidder must have its own Network operation center (NOC). Complete structural document along with local support 24/7 document required.	Mandatory	
For Lot C Bidder must have certified SOC team. (Minimum 2 team members certifications required)	Mandatory		
II.	<b>Company Profile</b>		
	i.	No. of Offices other than Islamabad * each office = 2.5 Marks	Max (5)
	ii.	Experience with CPPA-G	Max (5)
	iii.	Age of Company 5 years or more (10 Marks) Age of company between 3 to 5 years (5 Marks)	Max (10)
III.	<b>Annual Sales Turnover for Last Three Years</b>	Max (20)	

	<ul style="list-style-type: none"> <li>• Annual Turnover equals or more than 50 Million = 20 Marks</li> <li>• Annual Turnover equals or more than 25 Million and less than 50 Million = 15 Marks</li> <li>• Annual Turnover equals or more than 20 Million and less than 25 Million = 10 Marks</li> </ul> <p>Note: Income Tax Returns for Last Three Years will be attached</p>	
IV.	<p><b>A List of Clients</b> (other than CPPA-G) to whom the bidder has done or been doing business of IT related equipment/services/licenses during last Three (3) years along with their Names, Addresses, Phone Numbers. Documentary evidence required.</p> <p>List is to be provided bifurcating in following slabs:</p> <ul style="list-style-type: none"> <li>• Equals or more than 3 million and less than 5 million (10 marks)</li> <li>• Equals or more than 5 Million and less than 7 million (15 marks)</li> <li>• Equals or more than 7 million (20 marks)</li> </ul>	Max (20)
V.	<p><b>Qualified Staff Position of Company (attach list), Certified for Lot A &amp; B with principal residing in Islamabad / Rawalpindi.</b></p> <ul style="list-style-type: none"> <li>• Certified with principal equal or more than five (5) = 40 Marks</li> <li>• Certified with principal less than five (5) and more than three (3) = 20 Marks</li> <li>• Certified with principal equals to one or more and less than equal to three (3) = 10 Marks</li> </ul> <p><b>Qualified Staff Position of Company (attach list), Qualified for services requested in Lot C residing in Islamabad / Rawalpindi.</b></p> <ul style="list-style-type: none"> <li>• Per Qualified Resource five (5 Marks)</li> <li>•</li> </ul>	(Max. 40)
	Max. score	100

**LOT A: TECHNICAL SPECIFICATGIONS – MS OFFICE 365 E3 &  
AZURE ACCOUNT AND CLOUD STORAGE  
(RENEWAL/PURCHASE/UPGRADE)**

<b>SOFTAWRE</b>				
<b>S. No.</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Est. QTY</b>	<b>PRICE CURRENCY</b>
1	MS Office 365 E3	Renewal initially One Year Subscription extendable upto three years annually	180	Price will be quoted in USD But payment will be made in PKR Conversion Rate will be WEIGHTED AVERAGE RATE of USD of invoice date on State Bank of Pakistan
		New Subscription One Year Subscription extendable upto three years annually	50	
2	Azure Storage Account 500 GB Storage Region: North Europe Type: Block blob Storage Performance Tier: Standard Storage Account Type: Blob Storage Redundancy: RA-GRS Access Tier: Cool	Renewal initially One Year Subscription extendable upto three years annually (from 01-02-2023)	001	
3	Azure Account with Two APPs (Standard: S3 package with 4 Cores, 50 GB Storage, 7 GB RAM, and operating system windows NT 10.0) & Two SQL databases Standard: S3(100 DTUs) 500 GB storage Package	Renewal initially One Year Subscription extendable upto three years annually (from 01-02-2023)	001	

1. Bidder may quote different price per agreement year
2. Quoted annual price in USD shall remain firm and final and shall not subject to any escalation during three contractual years

*F. Nawaz*

**LOT B: TECHNICAL SPECIFICATIONS- THE  
MAINTENANCE & RENEWAL OF SUPPORT SERVICES AND  
SERVICE LEVEL AGREEMENT (SLA) FOR SERVERS,  
STORAGE, SOFTWARE AND NETWORK EQUIPMENT  
(WITH PARTS)**

Brands	VMWARE, DELL, CISCO		
S. No.	ITEM	DESCRIPTION	QTY
1	VMWare Principal Support	Production Support Coverage VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) (One Year -Extendable up to Three Years)	Detail is at Annex- D
		Production Support Coverage VMware vSphere 7 Enterprise Plus for 1 processor (One Year - Extendable up to Three Years)	
MAL, Principal Support, have Partnership with VMware, documentary proves must be attached relevant Contract Nos. of VMWare are at Annex-D			
2	Dell Server, Storage & Tape Library OEM/Local Support	One Year (Extendable up to Three Years)	Equipment detail is at Annex- D
MAL, OEM/Local Support (Warranty & Support Backed by Dell), OEM/Local Support Matrix, must have Partnership, documentary proves must be attached			
3	CISCO Smartnet- OEM/Local Support	One Year (Extendable up to Three Years)	Equipment detail is at Annex- D
MAL, OEM/Local Support (Warranty & Support Backed by CISCO), Must have Partnership, documentary proves must be attached			
4	Netvault Backup Enterprise Capacity Edition Maintenance Renewal	One Year (Extendable up to Three Years)	Equipment detail is at Annex- D

1. Bidder may Quote different price for each agreement year.
2. Quoted annual price in USD shall remain firm and final and shall not subject to any escalation during three contractual years.

*F. Newaj*

**LOT C: TECHNICAL SPECIFICATIONS- RACK SPACE  
HOSTING**

<b>RACK SPACE HOSTING SERVICES:</b>		
<b>S.No</b>	<b>Description</b>	<b>Annual Charges (PKR)</b>
1	<p>Specifications for Rack Space Hosting:</p> <ul style="list-style-type: none"> <li>• No of U's: 2</li> <li>• Power consumption: 4 AMPs Ac</li> <li>• No of server/device allocation: 1</li> <li>• Redundant Power Supply</li> <li>• Redundant Cooling System</li> <li>• 24x7 Physical security of data center</li> <li>• Fire detection and suppression system</li> </ul> <p><b>Start Date:</b> 15th June 2023  <b>Note:</b> Currently P2P/Fiber Connectivity is via Nayatel. Bidder to check if the connectivity is available at its Datacenter as per below specification:</p> <ul style="list-style-type: none"> <li>• 04 Mbps P2P Connectivity</li> <li>• Point A: CPPA-G Office, Mezzanine Floor Shaheen Plaza Fazl-ul-Haq Road, Blue Area, Islamabad</li> <li>• Point B: RACK Hosted Server in data center</li> </ul>	

Note:

1. Bidder may Quote different price for each agreement year.
2. Quoted annual price in PKR shall remain firm and final and shall not subject to any escalation during three contractual years.

*F. Nawaz*

## ANNEXURE-A: UNDERTAKING

(On Legal Stamp Paper not less than 100 Rupees)

We, [**Name and Address of Bidder**], do hereby declare on solemn affirmation that:

- I. We have not been blacklisted from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 3 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified in the tender document
- IV. We understand that CPPA-G shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We have read CPPA-G's SOP for blacklisting
- VI. We have no objection If being trialed in case of breach of contract as per procedure defined in SOP
- VII. We have no objection If being trialed in case of forged documents provided to CPPA-G against Office 365 E3, The Maintenance & Renewal of Support Services and Service Level Agreement (SLA) for Datacenter Active, Rack Space Hosting
- VIII. We have read CPPA-G's Non Discloser agreement and have no objection of signing after award of contract/Purchase Order
- IX. We have read agreement related to the lot we are submitting bid attached at Annex-F and understood all the clauses
- X. We agreed to the terms and conditions of the agreement if we have been awarded the contract.
- XI. We understand that CPPA-G shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at anytime prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the CPPA-G's action, and without thereby incurring any liability to the Bidder and the decision of the CPPA-G shall be final

Dated \_\_\_\_\_.

**BIDDER:**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**WITNESSES:**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_





Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

F. Nawaz

## ANNEXURE-B: BID FORMS

### ***Bid-Form: 1 – Letter of Intention***

*Bid Ref No. {Add Tender No}*

**Letter of Intention**

*{Add Date of Technical Bid Opening}*

Name of the Contract: *{Add name}*

To: *[Chief Information Officer, CPPA-G, Shaheen Plaza, Blue Area, Islamabad.]*

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods/Services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods/Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

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

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

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per sub-section 2.3 of the bidding documents and have duly provided 05% of the maximum per year quoted cost in PKR (Please enclose bid money with financial bid envelope) for lot A & B Use SBP's Weighted average selling rate for USD to PKR conversion on 30<sup>th</sup> January, 2023, in the shape of pay order/demand draft/call deposit in the name of **Central Power Purchasing Agency (Guaranty) Ltd (CPPA-G) Islamabad** with our Financial Bid.

Dated this [insert:number] day of [insert:month], [insert:year].

*Signed:*

*In the capacity of [insert: title or position]*

*Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]*



## ***Bid-Form: 2 – Evidence of Eligibility***

*Name of the Company*

*Bid Ref No. {Add Tender No}*

*{Add Date of Technical Bid Opening}*

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

<b>Required Documentation (To Be Filled by the Procuring Agency)</b>	<b>Checklist (To be initialed by the Bidder against each document)</b>	<b>Relevant Page Number in the Bid (To be filled by the Bidder)</b>	<b>Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</b>
<b>*Column:1</b>	<b>*Column:2</b>	<b>*Column:3</b>	<b>*Column:4</b>
Registration/Incorporation/Business Certificate			
NTN Certificate			
GST Certificate			
On Active Taxpayers List of FBR			
Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, provincial or local or public sector organization/division ministry... (Annexure-A)			
Company Participating of Lot A, B & C must submit Affidavit to the effect that bidder has read the Relevant Contract (Annex-F) Contract Terms and have not objection with the clauses of contract			
Compliance to Technical Specification for bidding lot			
Compliance to schedule of supplies			
Letter of Authorization from Manufacturer (except Lot C)			
The bidder should be the partner of the quoted brand (except Lot C)			
Company Must have minimum annual turnover at least PKR Twenty (20) Million in last three years- Audited Financial Statements to be attached			
Complete Company profile			
Company Must have Office in Islamabad			
Company past experience i.e. Minimum have Three Years' in supplying and installation of Computer Hardware, Software & IT equipment			
Bid Validity period of 120 days			
Compliance With schedule requirements			
Submission of required amount of bid security with Financial Bid			
For Lot C Bidder must have its own data center in Islamabad/Rawalpindi only, where CPPA server will be hosted. No third-party Pakistani data center (or having Colocation data center), reseller/partnership/JV is allowed.			

*F. Nawaz*

For Lot C Bidder must have its own deployed fiber for P2P connectivity; no third-party Pakistani ISP provider/reseller/partnership/JV/Interconnect or collaboration is allowed.			
For Lot C Bidder Systems and Network security department must have ISO (9001:2015) certified with certificate proof. (Provide certificate)			
For Lot C For Management and support bidder must have its own Network operation center (NOC). Complete structural document along with local support 24/7 document required.			
For Lot C Bidder must have certified SOC team. (Minimum 2 team members certifications required)			

- \* Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank. Bidders are also required to mention the exact page number of relevant document/s placed in the Bid. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

*F. Nawaz*

### ***Bid-Form: 3 – Companies Past Performance***

*Name of the Firm*

*Bid Ref No. {Add Tender No}*

*{Add Date of Technical Bid Opening}*

Assessment Period: (**Minimum Three Years** as per Evaluation Criteria)

<b>Name of the Purchaser/ Institution</b>	<b>Purchase Order No.</b>	<b>Description of Order</b>	<b>Value of Order</b>	<b>Date of Completion</b>	<b>Purchaser's Certificate</b>

*F. Nawaz*

**Bid-Form: 4 – Financial Bid Form**

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

**Price Schedule Year Wise (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)**

S.#.	Name of the Item	Unit Price	Applicable Tax	Unit Price (Inclusive of all applicable taxes) *	Qty	Final Total Price (Inclusive of all applicable taxes)
1	2	3	4	5=(3+4)	6	7 = (5*6)
Total Price (Inclusive of all applicable taxes)						

*User Note:*

- i) This form is to be filled by the Bidder for each individual item in every lot and shall submit with the financial bid
- ii) All rates quoted shall be inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- iii) All prices are to be quoted in PKR for all Lots Except Lot A, B which will be quoted in USD.
- iv) For lot A, B the quoted annual price in USD shall remain firm and final and shall not subject to any escalation during three contractual years. Bidder may Quote Different Prices for Each Agreement Year
- v) For lots for which financial value is asked for two or more years, tender financial evaluation will be done on sum of three years

**FINAL TOTAL PRICE (in words) Year wise where required:**

-----

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----



## ANNEXURE-C: GENERAL CONDITIONS OF CONTRACT

<b>1. Definitions</b>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(a) “The Contract” means the agreement entered into between the Purchaser (CPPA-G) and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li> <li>(c) “The Goods” means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(d) “The Services” means those services ancillaries to the supply of the goods, such as transportation of goods up to the desired destinations, 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.</li> <li>(e) “GCC” means the General Conditions of Contract contained in this section.</li> <li>(f) “SCC” means Special Conditions of the Contract.</li> <li>(g) “The Purchaser” means the organization purchasing the Goods, as named in the SCC.</li> <li>(h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>(i) “The Project Site”, where applicable, mean the place or places named in the SCC.</li> <li>(j) “Day” means calendar day.</li> </ul>
<b>2. Application</b>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<b>3. Standards</b>	<p>3.1 The Goods supplied under this Contract against the “Purchase Order”, 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.</p>
<b>4. Inspections and Tests</b>	<p>4.1 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 samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 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.</p> <p>4.4 The Purchaser’s right to inspect, test and, where necessary, reject the Goods after</p>

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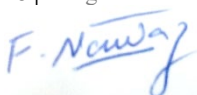
	<p>the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<b>5. Packing</b>	<p>5.1 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 shall be 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.</p> <p>5.2 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.</p>
<b>6. Delivery and Documents</b>	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation &amp; delivery charges, insurances &amp; warranties, if any, etc.</p>
<b>7. Transportation</b>	<p>7.1 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.</p>
<b>8. Warranty</b>	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are original, 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.</p> <p>8.2 This OEM warranty shall remain valid for one/three year(s), respectively, 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.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 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.</p> <p>8.5 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.</p>
<b>9. Payment</b>	<p>9.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC.</p> <p>9.2 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 upon fulfillment of other obligations stipulated in the</p>

*F. Newby*



	<p>Contract.</p> <p>9.3 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 complete in all respects.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
<b>10. Prices</b>	10.1 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.
<b>11. Change Orders</b>	<p>11.1 The Purchaser may at any time, by a written order given to Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of packing;</li> <li>(c) the place of delivery.</li> </ul> <p>11.2 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) working days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>12. Contract Amendments</b>	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>13. Assignment</b>	13.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.
<b>14. Delays in the Supplier's Performance</b>	<p>14.1 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.</p> <p>14.2 If at any time during performance of the Contract, the Supplier 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.</p> <p>14.3 Any 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 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.</p>
<b>15. Liquidated Damages</b>	15.1 Subject to GCC Clause 17, 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 16.
<b>16. Termination for Default</b>	<p>16.1 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:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time</li> </ul>

	<p>to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p> <p>16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, 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.</p>
<b>17. Force Majeure</b>	<p>17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid 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.</p> <p>17.2 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.</p> <p>17.3 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.</p>
<b>18. Resolution of Disputes</b>	<p>18.1 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.</p> <p>18.2 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.</p>
<b>19. Governing Language</b>	<p>19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, 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.</p>
<b>20. Applicable Law</b>	<p>20.1 The Contract shall be interpreted in accordance with the laws of the country.</p>
<b>21. Notices</b>	<p>21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.</p>

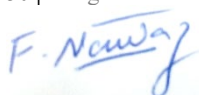


	21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>22. Taxes and Duties</b>	22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**ANNEXURE-D: SERVER, STORAGE & TAPE LIBRARY DETAIL**

<b>Servers Details</b>			
<b>SERVER</b>	<b>SERIAL #</b>	<b>Quantity</b>	<b>EXPIRY</b>
DELL POWEREDGE R730	GP36VG2	1	02-Oct-23
DELL POWEREDGE R730	GP16VG2	1	02-Oct-23
DELL POWEREDGE R730	GNV4VG2	1	02-Oct-23
DELL POWEREDGE R730	GNV2VG2	1	02-Oct-23
DELL POWEREDGE R740	48PM6Q2	1	27-Sep-23
DELL POWEREDGE R740	BH1XVV2	1	21-Apr-24
DELL POWEREDGE R740	910DWC3	1	30-Mar-24
DELL POWEREDGE R740	14BDWC3	1	30-Mar-24

<b>Storages and Backup Solution</b>				
<b>Sr #</b>	<b>Product</b>	<b>Description</b>	<b>Qty</b>	<b>EXPIRY</b>
1	GNN3VG2	DELL STORAGE EQUALLOGIC PS4210 (12 x 2TB 7.2K NLSAS 3.5" Disks)	1	02-Oct-23
2	HHTZTG2	DELL STORAGE EQUALLOGIC PS4210 (16 x 600GB 10K SAS 2.5" Disks)	1	02-Oct-23
3	9S4PDB2	DELL POWER VAULT TL4000	1	02-Oct-23
4	149-800-893	NETVAULT BACKUP ENTERPRISE CAPACITY EDITION MAINTENANCE RENEWAL	3	31-Oct-23
5	7J4VB33	Dell Storage SCv3020	1	09-Dec-23
6	193DOD3, 293DOD3, 393DOD3, 493DOD3, 593DOD3, 693DOD3, 793DOD3, 893DOD3, 993DOD3, B93DOD3, IB3DOD3, 2B3DOD3, 3B3DOD3, 4B3DOD3, C93DOD3, D93DOD3, F93DOD3, G93DOD3, H93DOD3, J93DOD3	Dell Storage SCv3020 Expansion	20	19-Apr-24



VMWARE Detail			
PRODUCT	CPU	CONTRACT #	EXPIRY
vSphere 7.0 Enterprise Plus	1	470310928	01-Jul-23
vSphere 7.0 Enterprise Plus	1	470310566	01-Jul-23
vRealize Operations 8 Standard	1	470310928	01-Jul-23
vRealize Operations 8 Standard	1	470310566	01-Jul-23
vSphere 7.0 Enterprise Plus	2	465374726	16-Jul-23
vSphere 7.0 Enterprise Plus	2	465374726	16-Jul-23
vSphere 7.0 Enterprise Plus	2	465374726	16-Jul-23
vSphere 7.0 Enterprise Plus	1	465374740	16-Jul-23
vSphere 7.0 Enterprise Plus	1	465374754	16-Jul-23
vCenter Server 7 Standard	1	465374726	16-Jul-23
vRealize Operations 8 Standard	1	465374754	16-Jul-23
vRealize Operations 8 Standard	1	465374740	16-Jul-23
vRealize Operations 8 Standard	6	465374726	16-Jul-23
vSphere 7.0 Enterprise Plus	2	485267167	15-Apr-23
vCenter Server 7 Standard	1	485267169	15-Apr-23

Network Equipment Detail				
Sr #	Product	Description	Qty	Expiry
1	FCW2050B17D	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
2	FCW2050B16Y	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
3	FCW2047A20S	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
4	FCW2050B0BW	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
5	FCW2050B0CA	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
6	FCW2052F016	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	1	29-Sep-23
7	FCW2052F00Y	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	1	29-Sep-23
8	FCW2052F00Z	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	1	29-Sep-23
9	FOC2052X01B	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	1	29-Sep-23
10	FDO2101A2B3	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	1	29-Sep-23
11	FDO2101A2BA	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	1	29-Sep-23
12	FDO2101A2B5	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	1	29-Sep-23
13	FDO2101A2BC	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	1	29-Sep-23
14	FOC2311V09V	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	29-Sep-23
15	FOC2311V0BR	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	29-Sep-23
16	FCW2311A1L4	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	29-Sep-23
17	FJC2314W1CE	Catalyst 2960-X 48 GigE PoE 740W, 4x 1G SFP, LAN Base	1	29-Sep-23
18	FCW2305B02G	Catalyst 2960-X 48 GigE PoE 740W, 4x 1G SFP, LAN Base	1	29-Sep-23
19	FCW2306B07Z	Catalyst 2960-X 48 GigE PoE 740W, 4x 1G SFP, LAN Base	1	29-Sep-23
20	FCW2311A1QR	Catalyst 2960-X 48 GigE PoE 740W, 4x 1G SFP, LAN Base	1	29-Sep-23
21	FTX2053W10S	ASA 5515-X with SW, 6GE Data, 1 GE Mgmt, AC, 3DES/AES	1	30-Sep-23
22	FTX2053W10R	ASA 5515-X with SW, 6GE Data, 1 GE Mgmt, AC, 3DES/AES	1	30-Sep-23



**ANNEXURE-F/LOT A: AGREEMENT FOR THE RENEWAL/PURCHASE OF OFFICE 365 E3, APP SERVICES, STORAGE ACCOUNT & SQL DATABASE.**

**Agreement for the Renewal/Purchase of Office 365 E3, App Services, Storage Account & SQL Database**

**Between  
Central Power Purchasing Agency Guarantee Limited  
(CPPA-G)**

**&**

**M/s Successful Bidder Name**

**Dated:**

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*F. Nawaz*



## 1. THE PARTIES

Contractor = **Successful Bidder Name**

Central Power Purchasing Agency (Guarantee) Limited = (the “CPPA-G”)

## 2. BACKGROUND

The Central Power Purchasing Agency (Guarantee) Limited (hereinafter referred to as the “CPPA-G”) invited sealed quotations under the Single Stage – Two Envelope method (i.e. with technical and financial bids submitted separately) from the potential bidders for the provision of Renewal of Renewal/Purchase of Office 365 E3, App Services, Storage Account & SQL Database. Pursuant to the Tender No. \_\_\_\_\_, dated \_\_\_\_\_, wherein the tender was won by M/s **Successful Bidder Name** (hereinafter referred to as the “Contractor”).

## 3. SCOPE OF WORK

3.1) As a consequence of the successful tender of the Contractor, this Agreement is executed *inter se* the Parties for the Renewal/Purchase of Office 365 E3, App Services, Storage Account & SQL Database of the CPPA-G, Islamabad by the Contractor with the full understanding and realization of the Scope of Work (detailed in Annexure: I). Products / services which are not specifically requested in this Agreement or the annexures thereto but which are necessary to provide for the efficacious functional capabilities proposed by the Contractor through its bid shall also be included therein and shall be read into this Agreement by the Parties.

3.2) The Contractor is responsible for ensuring the completion of all the tasks delineated in the Scope of Work (hereinafter, the “Project”).

## 4. PAYMENTS & TAXES

4.1) The Contractor shall be entitled to payments by CPPA for the fulfillment of the Scope of Work, in accordance with Annexure: II. It is agreed and understood by the Contractor that liquidated damages shall be applicable for any delays in the fulfillment of the Scope of Work, and the Parties agree that any liquidated damages imposed under this Agreement are not a penalty but are a genuine pre-estimate of any losses incurred as a result of such delay(s).

4.2) The quoted unit prices and the total price (inclusive of all taxes and duties where applicable) shall be as per the price schedule in accordance with the bidding document(s), with delivery effected at the designated location(s) at CPPA-G, Islamabad specified in the purchase order. CPPA-G reserves the right to increase / decrease the Scope of Work by up to fifteen percent (15%) at the time of the award / during the currency of this Agreement. No request for an increase in price(s) due to market fluctuation in the cost of goods and services shall be entertained.

4.3) If there is no mention of taxes, the offered / quoted price shall be considered to be inclusive of all prevailing and applicable taxes / duties. The Contractor shall be responsible for raising an invoice(s) separately for all new taxes, if any, levied by the Government until the completion of term of this Agreement. Any benefit of exemption

from or reduction in any prevailing and applicable taxes and duties shall be passed on to CPPA-G.

## **5. PERFORMANCE CERTIFICATE**

The performance certificate shall be issued by the Chief Information Officer or his duly authorized representative after the satisfactory completion of each year of the Project. The Contractor shall apply for the Performance Certificate at least thirty (30) days prior to the planned completion of the given year.

## **6. PERFORMANCE SECURITY AND FORFEITURE THEREOF**

6.1) The Contractor submitted a Performance Security valid for a period until the completion of Contract upon the receipt of the last consignment, equal to five percent (5%) of the total value (inclusive of GST) of the Project. For avoidance of doubt, the Performance Security shall only be returned after the successful completion of the Project.

6.2) CPPA-G shall have the right to call upon the Performance Security, and the Contractor agrees to forfeit the Performance Security:

- i. if the Contractor fails to supply the goods / services specified in the Scope of Work within the time specified
- ii. if the Contractor commits any breach of this Agreement
- iii. For other reasons for forfeiting the Performance Security specified in the award letter issued by CPPA-G.

6.3) If the forfeiture of the security deposit does not adequately compensate CPPA-G for any loss(es) incurred due to the non-delivery of goods / services or breach of this Agreement or for any other reasons including unfair practice(s) or misrepresentation, CPPA-G reserves the right to avail any or all remedies or actions available to it under the law.

## **7. RESOLUTION OF DISPUTES**

In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan.

## **8. CORRUPTION AND FRAUD**

Indulgence in corrupt and fraudulent practices is liable to result in the termination of this Agreement, the calling upon of the Performance Security by CPPA-G, and the debarring and blacklisting of the Contractor for a stated or indefinite period of time. CPPA-G also reserves the right to avail any or all remedies or actions available to it under the law.

## **9. VALIDITY & RENEWAL**

9.1) The duration of this Agreement will initially be one (1) Agreement year, extendable for

a period of one (1) Agreement year per extension, for a maximum of three (3) Agreement years, which period shall start from the renewal/Purchase of licenses/support. Any extension of the duration of this Agreement shall be based on the same terms and conditions, subject to satisfactory performance by the Contractor as prescribed by CPPA-G.

9.2) Subject to clause 9.1 of this Agreement, if the Contractor is able to achieve a Satisfactory Annual Performance Certificate from the Chief Information Officer of CPPA-G (the “CIO, CPPA-G”) or his duly authorized representative at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year.

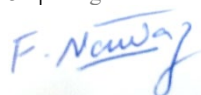
**10. GOVERNING LAW OF THE AGREEMENT**

This Agreement shall be governed by the Laws of Pakistan, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties through their respective representatives who are duly authorized hereto have signed and agreed to this Agreement and the Annexures: XIII & XIV thereto which form an integral part of this Agreement as of the date first written below.

CPPA-G	<u>M/s Successful Bidder Name</u>
<i>Name:</i>	<i>Name:</i>
<i>Title:</i>	<i>Title:</i>
<i>Signature &amp; Seal</i>	<i>Signature &amp; Seal:</i>
<i>Date:</i>	<i>Date:</i>

<b>Witnesses</b>	
<i>Name:</i>	<i>Name:</i>
<i>Address:</i>	<i>Address:</i>
<i>CNIC:</i>	<i>CNIC:</i>



<i>Designation:</i>	<i>Designation:</i>
<i>Signature &amp; Seal</i>	<i>Signature &amp; Seal:</i>
<i>Date:</i>	<i>Date:</i>

# ANNEXURE: I

## 1. SCOPE OF WORK

M/s Successful Bidder Name (the “Contractor”) will provide the Renewal of Renewal/Purchase of Office 365 E3, App Services, Storage Account & SQL Database

SOFTAWRE			
S. No.	ITEM	DESCRIPTION	Est. QTY
1	MS Office 365 E3	Renewal initially One Year Subscription extendable upto three years annually	180
		New Subscription One Year Subscription extendable upto three years annually	50
2	Azure Storage Account 500 GB Storage Region: North Europe Type: Block blob Storage Performance Tier: Standard Storage Account Type: Blob Storage Redundancy: RA-GRS Access Tier: Cool	Renewal initially One Year Subscription extendable upto three years annually (from 01-02-2023)	001
3	Azure Account with Two APPs (Standard: S3 package with 4 Cores, 50 GB Storage, 7 GB RAM, and operating system windows NT 10.0) & Two SQL databases Standard: S3(100 DTUs) 500 GB storage Package	Renewal initially One Year Subscription extendable upto three years annually (from 01-02-2023)	001

## 2. POC AND ESCALATION MATRIX

The Contractor shall provide the information required, including the Escalation Matrix, as per the tables below. In case there is any change during the tenure of this Agreement, the Contractor shall provide the details of the same to CPPA-G without delay.

Support Contact			
Support	Name	Contact No	Email Address
First Level Support			
Second Level Support			

Escalation Matrix			
Escalation Level	Name	Contact No	Email Address
First Level Escalation			
Second Level Escalation			

Helpdesk	
UAN	
Tel	
Email	
Address	

### 3. PROBLEM CLASSES

Depending on the effect of a problem, following are the defined three Problem Classes:

**3.1 Critical Problem** – A problem that is critical in nature to the operations of the system and therefore requires immediate reaction. This includes *inter alia* issues such as the Complete loss of Service.

**3.2 Major Problem** – A problem that seriously influences the performance, the operation, and maintenance of the System and therefore requires prompt reaction. The priority of Major Problems is lower than that of Critical Problems, as there are often less immediate effects on system performance, technical operations, and on the End Users. This may include inter alia performance degradation, system response times, and issue major category alarms.

**3.3 Minor Problem** – A problem which does not significantly affect the function of the System and does not influence the System and service quality essentially. A Minor Problem may be tolerated during operation, though the Contractor shall address any and all extant Minor Problems once it has addressed any and all Critical and Major Problems respectively.

### 4. RESPONSE TIME(S)

No.	Service Item	Description
1	Help Desk	Available 24 hours a day, 7 days a week.
2	Physical & Remote troubleshooting	<ul style="list-style-type: none"> <li>• Available 24 hours a day, 7 days a week;</li> <li>• For Priority Critical, to respond within 30 minutes;</li> <li>• For Priority Major, to respond within 60 minutes;</li> <li>• For Priority Minor, to respond within 3 hours.</li> </ul>

### 5. RESOLUTION TIME(S)

CPPA-G will designate the CPPA-G Point of Contact (the “POC”) and will determine the Priorities to be notified by the POC to the Contractor. The POC will requisition replies /

updates from the Contractor on any outstanding Problems as and when required by CPPA-G. The resolution time for each severity is as below:

No.	Problem Severity	Resolution Time
1	Critical Problem	24 Hours
2	Major Problem	48 Hours
3	Minor Problem	72 Hours

### **6. SLA ONSITE SUPPORT SERVICE FEATURES:**

- 6.1. The Contractor shall provide unlimited corrective maintenance twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including on public holidays.
- 6.2. The response times for the resolution of Problems shall be as provided in clause 4 of this Annexure: I upon receipt of notice thereof by the Support Contact of the Contractor as per clause 2 of this Annexure: I.
- 6.3. The resolution time for the repair or replacement of maintenance parts shall be according to the Problem Severity as delineated in clause 5 of this Annexure: I.
- 6.4. The Contractor shall conduct Preventive Maintenance on a quarterly basis and submit a report on the same to CPPA-G with recommendations (if required).
- 6.5. The Contractor shall ensure that any and all Defective System(s) will be rendered fully functional and operational in the Resolution Time(s) provided hereinabove at clause 5 of this Annexure: I as per their respective Problem Severity Level. Noncompliance by the Contractor of this obligation shall lead to the imposition of liquidated damages by CPPA-G upon the Contractor as per this Agreement and clause 6.6 of this Annexure: I.
- 6.6. In event of non-performance by the Contractor of any of its obligations under this Agreement or the Annexures thereto, CPPA-G shall be entitled to deduct one half of one percent (0.5%) of the total value of the total value (inclusive of GST) of the Project on a daily basis from the Performance Security. CPPA-G further reserves the right to avail any or all remedies or actions available to it under the law
- 6.7. Any liquidated damages imposed under this Agreement shall be capped at an amount of five percent (5%) of the total value (inclusive of GST) of the Project per year. This clause shall not prevent CPPA-G from imposing liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.

- 6.8. CPPA-G shall ensure that Personnel designated by the Contractor is provided timely access to the resources required. The time keeping conducted by the CPPA-G Coordinator shall be consider as final.
- 6.9. Following the occurrence of any Problem the Contractor shall submit a detailed Root Cause Analysis to CPPA-G, along with its recommendations on how to prevent the reoccurrence of such Problem.
- 6.10. Following the occurrence and subsequent resolution of a Problem, the Contractor shall log and conduct all preventive measure(s) to be taken in order to prevent the reoccurrence of such Problem.
- 6.11. During the agreement period, the Contractor shall be responsible for the installation of Configuration Management Software, Server Operating System, configuration of Virtualization software and providing training to those CPPA-G personnel so designated by CPPA-G for the efficient configuration, operation, and management of the same.
- 6.12. This Agreement shall also apply to software / OS / firmware upgrades, and the Contractor shall be responsible for the same. To this end the Contractor shall provide in advance an appropriate plan and rollback(s) for such upgrades, and any outages / disruption(s) caused by said upgrades shall require the prior approval of CPPA-G.
- 6.13. In the event that CPPA-G is dissatisfied with the support services of the technician(s), engineer(s), and / or other staff assigned certain responsibilities under this Agreement by the Contractor, CPPA-G has the right to submit a written complaint to the Contractor, detailing the cause of such dissatisfaction with the Contractor's personnel's performance and requiring the replacement of such personnel.
- 6.14. Provision of 1 Year Support (Maximum 3 years) backed up by Principal as an authorized partner for Central Power Purchasing Company (CPPA).
- 6.15. Provision of
- Regular automation
  - Troubleshooting fixes & software release upgrades.
  - On call & onsite support of local vendor.
  - On-site (Principal backed) support for patches, upgrades and configurations etc.
- 6.16. Track and Record of all the issues and case submitted by the team for CPPA.

## **7. VARIATIONS IN LICENSES**

During the tenure of this Agreement, and any subsequent extensions thereto, there may be addition or deletion of licenses. Accordingly, adjustments will be made to the overall value of the Project. The total variation in the valuation of the Project is capped at a maximum of fifteen percent (15%) of the initial value of the Project.



## ***8. Technical Reports***

The Contractor will provide all maintenance reports performed, including the routine preventive maintenance practices and fault reports, as required by CPPA-G and shared between CPPA-G's technical team and the Contractor's service teams as necessary. Reports required by CPPA-G's management regarding the status of the system and any issues relating thereto will be provided by the Contractor as and when required.

# ANNEXURE: II

## 1. FIXED PAYMENT FORM

Year 1

Sr #	Product	Description	Qty	Unit Price (USD)	Total Price (USD)	GST (USD)	Total Price with GST (USD)
TOTAL COST IN USD PER YEAR							

Year 2

Sr #	Product	Description	Qty	Unit Price (USD)	Total Price (USD)	GST (USD)	Total Price with GST (USD)
TOTAL COST IN USD PER YEAR							

Year 3

Sr #	Product	Description	Qty	Unit Price (USD)	Total Price (USD)	GST (USD)	Total Price with GST (USD)
TOTAL COST IN USD PER YEAR							

### Notes:

- i) All rates quoted shall be inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- ii) All prices are quoted in USD.
- iii) The quoted annual price in USD shall remain firm and final and shall not subject to any escalation during that contractual year.

### SPECIAL CONDITIONS

- i) The Contractor shall be responsible for completing the task(s) prescribed in the work order in accordance with the methodology and in the time period as

specified in this Agreement. Should the Contractor fail to do so it shall be liable for liquidated damages as per this Agreement.

- ii) The Contractor shall be responsible for all expenses for service and delivery and for any other software, license utility software, third party tool etc. required for the delivery of service(s) under this Agreement.

## **2. Terms of Payment**

Payment of the **Renewal of Licenses/Support Services etc.** will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Currency of Invoice should be PKR
- ii) For Lot A, B the rate of exchange (USD to PKR) shall be the selling rate, prevailing on the date of invoice as notified by the State Bank of Pakistan on that day.
- iii) Invoice having NTN, GST No. printed of Both Supplier & Consignee.
- iv) Verification Report Issued by CPPA-G
- v) Satisfactory performance Report only for Second and Third Agreement Year, issued by CPPA-G.
- vi) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vii) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal

## **3. Liquidated Damages**

If any issue / problem has not been resolved as per the Resolution Time(s) specified in this Agreement, and such delay in resolution is attributable to the Contractor, the Contractor shall be liable for liquidated damages under this Agreement as per the following:

**3.1.** In event of the Contractor's failure to perform its obligations under this Agreement one half of one percent (0.5%) of the total value of the Project (inclusive of GST) will be deducted as liquidated damages on a daily basis from the Performance Security submitted by the Contractor and CPPA-G and the Contractor agree that such liquidated damages are not a penalty and represent a fair estimate without precision of the amount of damages that might be incurred by CPPA-G as a result of the Contractor's failure.

**3.2.** Any liquidated damages imposed, and corresponding deductions made to the Performance Security shall be capped at a maximum of five percent (5%) of the total value of the Project (inclusive of GST). Provided that CPPA-G reserves the right to impose any liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.

**ANNEXURE-F/LOT B: SUPPORT AGREEMENT FOR THE MAINTENANCE &  
RENEWAL OF SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT  
(SLA) FOR SERVERS, STORAGE, SOFTWARE AND NETWORK EQUIPMENT  
(WITH PARTS).**

**Agreement for the  
Maintenance & renewal of Support Services and  
Service Level Agreement (SLA) for Servers, Storage,  
Software and Network Equipment (with parts).**

**Between  
Central Power Purchasing Agency Guarantee Limited  
(CPPA-G)**

**&**

**M/s Successful Bidder**

**Dated:**



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*F. Nawaj*

## 1. THE PARTIES

Contractor = Successful Bidder

Central Power Purchasing Agency (Guarantee) Limited = (the “CPPA-G”)

## 2. BACKGROUND

The Central Power Purchasing Agency (Guarantee) Limited (hereinafter referred to as the “CPPA-G”) invited sealed quotations under the Single Stage – Two Envelope method (i.e. with technical and financial bids submitted separately) from the potential bidders for the provision of maintenance & renewal of support services and Service Level Agreement (SLA) for servers, storage, software and network equipment (with parts). Pursuant to the Tender No. CPPA-G/\_\_\_\_\_, dated \_\_\_\_\_, wherein the tender was won by M/s Successful Bidder (hereinafter referred to as the “Contractor”).

## 3. SCOPE OF WORK

3.1) As a consequence of the successful tender of the Contractor, this Agreement is executed *inter se* the Parties for the maintenance & renewal of support services and Service (SLA) for servers, storage, software and network equipment (with parts) of the CPPA-G, Islamabad by the Contractor with the full understanding and realization of the Scope of Work (detailed in Annexure: III). Products / services which are not specifically requested in this Agreement or the annexures thereto but which are necessary to provide for the efficacious functional capabilities proposed by the Contractor through its bid shall also be included therein and shall be read into this Agreement by the Parties.

3.2) The Contractor is responsible for ensuring the completion of all the tasks delineated in the Scope of Work (hereinafter, the “Project”).

## 4. PAYMENTS & TAXES

4.1) The Contractor shall be entitled to payments by CPPA for the fulfillment of the Scope of Work, in accordance with Annexure: IV. It is agreed and understood by the Contractor that liquidated damages shall be applicable for any delays in the fulfillment of the Scope of Work, and the Parties agree that any liquidated damages imposed under this Agreement are not a penalty but are a genuine pre-estimate of any losses incurred as a result of such delay(s).

4.2) The quoted unit prices and the total price (inclusive of all taxes and duties where applicable) shall be as per the price schedule in accordance with the bidding document(s), with delivery effected at the designated location(s) at CPPA-G, Islamabad specified in the purchase order. CPPA-G reserves the right to increase / decrease the Scope of Work by up to fifteen percent (15%) at the time of the award / during the currency of this Agreement. No request for an increase in price(s) due to market fluctuation in the cost of goods and services shall be entertained.

4.3) If there is no mention of taxes, the offered / quoted price shall be considered to be inclusive of all prevailing and applicable taxes / duties. The Contractor shall be

responsible for raising an invoice(s) separately for all new taxes, if any, levied by the Government until the completion of term of this Agreement. Any benefit of exemption from or reduction in any prevailing and applicable taxes and duties shall be passed on to CPPA-G.

#### **5. PERFORMANCE CERTIFICATE**

The performance certificate shall be issued by the CPPA-G after the satisfactory completion of each year of the Project.

#### **6. PERFORMANCE SECURITY AND FORFEITURE THEREOF**

6.1) The Contractor submitted a Performance Security/Bank Guarantee valid for a period until the completion of Contract upon the receipt of the last consignment. For avoidance of doubt, the Performance Security shall only be returned after the successful completion of the Project.

6.2) CPPA-G shall have the right to call upon the Performance Security, and the Contractor agrees to forfeit the Performance Security:

if the Contractor fails to supply the goods / services specified in the Scope of Work within the time specified

- i) if the Contractor commits any breach of this Agreement
- ii) For other reasons for forfeiting the Performance Security specified in the award letter issued by CPPA-G.

6.4) If the forfeiture of the security deposit does not adequately compensate CPPA-G for any loss(es) incurred due to the non-delivery of goods / services or breach of this Agreement or for any other reasons including unfair practice(s) or misrepresentation, CPPA-G reserves the right to avail any or all remedies or actions available to it under the law.

#### **7. RESOLUTION OF DISPUTES**

In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan.

#### **8. CORRUPTION AND FRAUD**

Indulgence in corrupt and fraudulent practices is liable to result in the termination of this Agreement, the calling upon of the Performance Security by CPPA-G, and the debarring and blacklisting of the Contractor for a stated or indefinite period of time. CPPA-G also reserves the right to avail any or all remedies or actions available to it under the law.

#### **9. VALIDITY & RENEWAL**

9.1) The Agreement is intended for a maximum period of three (3) years.



9.2) The duration of this Agreement will initially be one (1) Agreement year, extendable for a period of one (1) Agreement year per extension, for a maximum of three (3) Agreement years, which period shall start from the renewal of support. Any extension of the duration of this Agreement shall be based on the same terms and conditions, subject to satisfactory performance by the Contractor as prescribed by CPPA-G.

9.3) Subject to clause 9.2 of this Agreement, if the Contractor is able to achieve a Satisfactory Annual Performance Certificate from the Chief Information Officer of CPPA-G (the “CIO, CPPA-G”) or his duly authorized representative at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year.

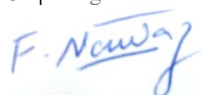
**10. GOVERNING LAW OF THE AGREEMENT**

This Agreement shall be governed by the Laws of Pakistan, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties through their respective representatives who are duly authorized hereto have signed and agreed to this Agreement and the Annexures: I & II thereto which form an integral part of this Agreement as of the date first written below.

CPPA-G	M/s Successful Bidder
<i>Name:</i>	<i>Name:</i>
<i>Title:</i>	<i>Title:</i>
<i>Signature &amp; Seal</i>	<i>Signature &amp; Seal:</i>
<i>Date:</i>	<i>Date:</i>

<b>Witnesses</b>	
<i>Name:</i>	<i>Name:</i>
<i>Address:</i>	<i>Address:</i>
<i>CNIC:</i>	<i>CNIC:</i>



<i>Designation:</i>	<i>Designation:</i>
<i>Signature &amp; Seal</i>	<i>Signature &amp; Seal:</i>
<i>Date:</i>	<i>Date:</i>

# ANNEXURE: III

## 1. SCOPE OF WORK

1.1 M/s Successful Bidder (the “Contractor”) will provide the maintenance & renewal of Support Services and Service Level Agreement (SLA) for Servers, Storage, Software and Network Equipment (with parts) at the CPPA-G Islamabad Data Centre at two (2) locations, i.e. the Primary & Backup sites.

1.1.1) The Primary Data Center is located at the 1<sup>st</sup> Floor, Shaheen Plaza, Fazl-e-Haq Road, Blue Area, Islamabad, Pakistan.

1.1.2) The Backup Server is currently located at Nayatel Datacentre, Islamabad, Pakistan.

## 2. POC AND ESCALATION MATRIX

The Contractor shall provide the information required, including the Escalation Matrix, as per the tables below. In case there is any change during the tenure of this Agreement, the Contractor shall provide the details of the same to CPPA-G without delay.

Support Contact			
Support	Name	Contact No	Email Address
First Level Support-Networks			
Second Level Support-Networks			
First Level Support -Systems			
Second Level Support-Systems			

Escalation Matrix			
Escalation Level	Name	Contact No	Email Address
First Level Escalation			
Second Level Escalation			

Helpdesk	
UAN	
Tel	
Email	
Address	

### 3. PROBLEM CLASSES

Depending on the effect of a problem, following are the defined three Problem Classes:

- 3.1 **Critical Problem** – A problem that is critical in nature to the operations of the system and therefore requires immediate reaction. This includes *inter alia* issues such as the Complete loss of Service.
- 3.2 **Major Problem** – A problem that seriously influences the performance, the operation, and maintenance of the System and therefore requires prompt reaction. The priority of Major Problems is lower than that of Critical Problems, as there are often less immediate effects on system performance, technical operations, and on the End Users. This may include *inter alia* performance degradation, system response times, and issue major category alarms.
- 3.3 **Minor Problem** – A problem which does not significantly affect the function of the System and does not influence the System and service quality essentially. A Minor Problem may be tolerated during operation, though the Contractor shall address any and all extant Minor Problems once it has addressed any and all Critical and Major Problems respectively.

### 4. RESPONSE TIME(S)

No.	Service Item	Description
1	Help Desk	Available 24 hours a day, 7 days a week.
2	Physical & Remote troubleshooting	<ul style="list-style-type: none"> <li>• Available 24 hours a day, 7 days a week;</li> <li>• For Priority Critical, to respond within 30 minutes;</li> <li>• For Priority Major, to respond within 60 minutes;</li> <li>• For Priority Minor, to respond within 3 hours.</li> </ul>

### 5. RESOLUTION TIME(S)

CPPA-G will designate the CPPA-G Point of Contact (the “POC”) and will determine the Priorities to be notified by the POC to the Contractor. The POC will requisition replies / updates from the Contractor on any outstanding Problems as and when required by CPPA-G. The resolution time for each severity is as below:

No.	Problem Severity	Resolution Time
1	Critical Problem	24 Hours
2	Major Problem	48 Hours
3	Minor Problem	72 Hours

## **6. SLA ONSITE SUPPORT SERVICE FEATURES:**

- 6.1. The Contractor shall provide unlimited corrective maintenance twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including on public holidays.
- 6.2. The response times for the resolution of Problems shall be as provided in clause 4 of this Annexure: III upon receipt of notice thereof by the Support Contact of the Contractor as per clause 2 of this Annexure: III.
- 6.3. The resolution time for the repair or replacement of maintenance parts shall be according to the Problem Severity as delineated in clause 5 of this Annexure: III. However, if any part is out of stock, the Contractor shall ensure that said part shall be replaced in no more than two (2) weeks.
- 6.4. The Contractor shall conduct Preventive Maintenance on a quarterly basis and submit a report on the same to CPPA-G with recommendations (if required).
- 6.5. The Contractor shall ensure that any and all Defective System(s) will be rendered fully functional and operational in the Resolution Time(s) provided hereinabove at clause 5 of this Annexure: III as per their respective Problem Severity Level. Noncompliance by the Contractor of this obligation shall lead to the imposition of liquidated damages by CPPA-G upon the Contractor as per this Agreement and clause 6.6 of this Annexure: III.
- 6.6. In event of non-performance by the Contractor of any of its obligations under this Agreement or the Annexures thereto, CPPA-G shall be entitled to deduct one half of one percent (0.5%) of the running agreement year contractual value (exclusive of GST) of the Project on a daily basis from the Performance Security. CPPA-G further reserves the right to avail any or all remedies or actions available to it under the law
- 6.7. Any liquidated damages imposed under this Agreement shall be capped at an amount of five percent (5%) of the of the running agreement year contractual value (exclusive of GST) . This clause shall not prevent CPPA-G from imposing liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.
- 6.8. CPPA-G shall ensure that Engineer designated by the Contractor is provided timely access to the resources required. The time keeping conducted by the CPPA-G Coordinator shall be consider as final. Following the occurrence of any Problem the Contractor shall submit a detailed Root Cause Analysis to CPPA-G, along with its recommendations on how to prevent the reoccurrence of such Problem.
- 6.10. Following the occurrence and subsequent resolution of a Problem, the Contractor shall log and conduct all preventive measure(s) to be taken in order to prevent the reoccurrence of such Problem.

- 6.11. The Contractor shall maintain a reasonable Inventory, detailing the basic parts (including Disks, RAM, tools etc.) in order to meet all calls on a daily basis.
- 6.12. The Contractor shall conduct routine resolution of Problems / repair at the CPPA-G site(s). In the case of item(s) / System(s) subject to major repair, the Contractor may request the same be moved to the workshop of the Contractor at the Contractor's risk and cost, subject to the issuance by the CIO, CPPA-G of a gate pass clearly specifying the model number and delivery time of said item(s) / System(s). Should the Contractor request the relocation of such item(s) / System(s) to its workshop for repair, and the CIO, CPPA-G approve the same and issue the gate pass to this effect, the Contractor shall provide interim arrangement(s) for the item(s) / System(s) being moved in order to ensure continuous and uninterrupted operations. The CIO, CPPA-G may deny such requests for any reason.
- 6.13. During the SLA period, the Contractor shall be wholly responsible for the repair / replacement of any and all faulty equipment, including for any and all applicable labor charges.
- 6.14. During the SLA period, the Contractor shall be responsible for the installation of Configuration Management Software, Server Operating System, configuration of Virtualization software, routers, switches, firewalls, SAN configuration and providing training to those CPPA-G personnel so designated by CPPA-G for the efficient configuration, operation, and management of the same.
- 6.15. This Agreement shall also apply to software / OS / firmware upgrades, and the Contractor shall be responsible for the same. To this end the Contractor shall provide in advance an appropriate plan and rollback(s) for such upgrades, and any outages / disruption(s) caused by said upgrades shall require the prior approval of CPPA-G.
- 6.16. In the event that CPPA-G is dissatisfied with the support services of the technician(s), engineer(s), and / or other staff assigned certain responsibilities under this Agreement by the Contractor, CPPA-G has the right to submit a written complaint to the Contractor, detailing the cause of such dissatisfaction with the Contractor's personnel's performance and requiring the replacement of such personnel.

## **7. LOCAL SLA OF EQUIPMENT:**

In case there is end of support declared by Manufacturer (in such case authentic proof will be required), the local SLA will be applicable for the part(s) / equipment as per specified in clause 9 of this Annexure: III, the Contractor shall replace said part(s) / equipment as per the Resolution Time according to the Problem Severity in clause 5 of this Annexure: III. This includes available software installation/patches/upgrades and resolution as well.

## **8. VARIATIONS IN EQUIPMENT**

During the tenure of this Agreement, and any subsequent extensions thereto, there may be addition or deletion of hardware and / or Systems to the list of Systems / equipment / parts. Accordingly, adjustments will be made to the overall value of the Project. The total variation

in the valuation of the Project is capped at a maximum of fifteen percent (15%) of the initial value of the Project.

## 9. TECHNICAL REPORTS

The Contractor will provide all maintenance reports performed, including the routine preventive maintenance practices and fault reports, as required by CPPA-G and shared between CPPA-G's technical team and the Contractor's service teams as necessary. Reports required by CPPA-G's management regarding the status of the data center system and any issues relating thereto will be provided by the Contractor as and when required.

## 10. HARDWARE AND SOFTWARE ITEMS:

### 10.1 Network Equipment

Sr #	Product	Description	Qty	Support Expiry
1	FCW2050B17D	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
2	FCW2050B16Y	Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
3	FCW2047A20S	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
4	FCW2050B0BW	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
5	FCW2050B0CA	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	1	29-Sep-23
6	FCW2052F016	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	1	29-Sep-23
7	FCW2052F00Y	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	1	29-Sep-23
8	FCW2052F00Z	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	1	29-Sep-23
9	FOC2052X01B	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	1	29-Sep-23
10	FDO2101A2B3	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	1	29-Sep-23
11	FDO2101A2BA	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	1	29-Sep-23
12	FDO2101A2B5	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	1	29-Sep-23
13	FDO2101A2BC	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	1	29-Sep-23
14	FOC2311V09V	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	29-Sep-23
15	FOC2311V0BR	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	29-Sep-23
16	FCW2311A1L4	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	1	29-Sep-23
17	FJC2314W1CE	Catalyst 2960-X 48 GigE PoE 740W, 4x 1G SFP, LAN Base	1	29-Sep-23
18	FCW2305B02G	Catalyst 2960-X 48 GigE PoE 740W, 4x 1G SFP, LAN Base	1	29-Sep-23
19	FCW2306B07Z	Catalyst 2960-X 48 GigE PoE 740W, 4x 1G SFP, LAN Base	1	29-Sep-23

20	FCW2311A1QR	Catalyst 2960-X 48 GigE PoE 740W, 4x 1G SFP, LAN Base	1	29-Sep-23
21	FTX2053W10S	ASA 5515-X with SW, 6GE Data, 1 GE Mgmt, AC, 3DES/AES	1	30-Sep-23
22	FTX2053W10R	ASA 5515-X with SW, 6GE Data, 1 GE Mgmt, AC, 3DES/AES	1	30-Sep-23

## 10.2 Storage & Backup

Sr #	Product	Description	Qty	Support Expiry
1	GNN3VG2	DELL STORAGE EQUALLOGIC PS4210 (12 x 2TB 7.2K NLSAS 3.5" Disks)	1	02-Oct-23
2	HHTZTG2	DELL STORAGE EQUALLOGIC PS4210 (16 x 600GB 10K SAS 2.5" Disks)	1	02-Oct-23
3	9S4PDB2	DELL POWER VAULT TL4000	1	02-Oct-23
4	149-800-893	NETVAULT BACKUP ENTERPRISE CAPACITY EDITION MAINTENANCE RENEWAL	3	31-Oct-23
5	7J4VB33	Dell Storage SCv3020	1	09-Dec-23
6	193DOD3, 293D0D3, 393D0D3, 493DOD3, 593DOD3,693D0D3, 793DOD3, 893DOD3, 993DOD3, B93D0D3,IB3DOD3,2B3DOD3, 3B3D0D3, 4B3D0D3, C93DOD3, D93DOD3, F93DOD3, G93DOD3, H93D0D3, J93DOD3	Dell Storage SCv3020 Expansion	20	19-Apr-24

## 10.3 Servers:

SERVER	SERIAL #	Quantity	Support Expiry
DELL POWEREDGE R730	GP36VG2	1	02-Oct-23
DELL POWEREDGE R730	GP16VG2	1	02-Oct-23
DELL POWEREDGE R730	GNV4VG2	1	02-Oct-23
DELL POWEREDGE R730	GNV2VG2	1	02-Oct-23
DELL POWEREDGE R740	48PM6Q2	1	27-Sep-23
DELL POWEREDGE R740	BH1XVV2	1	21-Apr-24
DELL POWEREDGE R740	910DWC3	1	30-Mar-24



DELL POWEREDGE R740	14BDWC3	1	30-Mar-24
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#### 10.4 Vmware:

PRODUCT	CPU	CONTRACT #	EXPIRY
vSphere 7.0 Enterprise Plus	1	470310928	01-Jul-23
vSphere 7.0 Enterprise Plus	1	470310566	01-Jul-23
vRealize Operations 8 Standard	1	470310928	01-Jul-23
vRealize Operations 8 Standard	1	470310566	01-Jul-23
vSphere 7.0 Enterprise Plus	2	465374726	16-Jul-23
vSphere 7.0 Enterprise Plus	2	465374726	16-Jul-23
vSphere 7.0 Enterprise Plus	2	465374726	16-Jul-23
vSphere 7.0 Enterprise Plus	1	465374740	16-Jul-23
vSphere 7.0 Enterprise Plus	1	465374754	16-Jul-23
vCenter Server 7 Standard	1	465374726	16-Jul-23
vRealize Operations 8 Standard	1	465374754	16-Jul-23
vRealize Operations 8 Standard	1	465374740	16-Jul-23
vRealize Operations 8 Standard	6	465374726	16-Jul-23
vSphere 7.0 Enterprise Plus	2	485267167	15-Apr-23
vCenter Server 7 Standard	1	485267169	15-Apr-23

# ANNEXURE: IV

## 1. FIXED PAYMENT FORM

Year 1

Sr #	Product	Description	Qty	Unit Price (USD)	Total Price (USD)	GST (USD)	Total Price with GST (USD)
<b>TOTAL COST IN USD PER YEAR</b>							

Year 2

Sr #	Product	Description	Qty	Unit Price (USD)	Total Price (USD)	GST (USD)	Total Price with GST (USD)
<b>TOTAL COST IN USD PER YEAR</b>							

Year 3

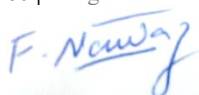
Sr #	Product	Description	Qty	Unit Price (USD)	Total Price (USD)	GST (USD)	Total Price with GST (USD)
<b>TOTAL COST IN USD PER YEAR</b>							

*Notes:*

- vi) All rates quoted shall be inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- vii) All prices are quoted in USD.
- viii) The quoted annual price in USD shall remain firm and final and shall not subject to any escalation during three contractual years.

### **SPECIAL CONDITIONS**

- (i) The Contractor shall be responsible for completing the task(s) prescribed in the work order in accordance with the methodology and in the time period as specified in this Agreement. Should the Contractor fail to do so it shall be liable for liquidated damages as per this Agreement.



- (ii) The Contractor shall be responsible for all expenses for service and delivery and for any other software, license utility software, third party tool etc. required for the delivery of service(s) under this Agreement.

## ***2. TERMS OF PAYMENT***

Payment of the Support (VMware, NetVault, CISCO, Dell) will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Currency of Invoice should be PKR
- ii) For Lot A, B the rate of exchange (USD to PKR) shall be the selling rate, prevailing on the date of invoice as notified by the State Bank of Pakistan on that day.
- iii) Invoice having NTN, GST No. printed of Both Supplier & Consignee.
- iv) Verification Report Issued by CPPA-G
- v) Satisfactory performance Report only for Second and Third Agreement Year, issued by CPPA-G.
- vi) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vii) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal

### ***3. REPAIR OR PART CHARGES PAYMENT***

In case of any failure of any equipment / component, replacement / repair thereof will be performed by the Contractor and no extra payment will be made to the Contractor for such replacement / repair. Such replacement(s) / repair(s) shall be considered as the cost of parts and services etc. already provided for in the financial proposal and agreed in this Agreement.

### ***4. Liquidated Damages***

If any issue / problem has not been resolved as per the Resolution Time(s) specified in this Agreement, and such delay in resolution is attributable to the Contractor, the Contractor shall be liable for liquidated damages under this Agreement as per the following:

- 4.1. In event of the Contractor's failure to perform its obligations under this Agreement one half of one percent (0.5%) of the running agreement year contractual value (exclusive of GST) will be deducted as liquidated damages on a daily basis from the Performance Security submitted by the Contractor and CPPA-G and the Contractor agree that such liquidated damages are not a penalty and represent a fair estimate without precision of the amount of damages that might be incurred by CPPA-G as a result of the Contractor's failure.
- 4.2. Any liquidated damages imposed and corresponding deductions made to the Performance Security shall be capped at a maximum of five percent (5%) of the running agreement year contractual value (exclusive of GST). Provided that CPPA-G reserves the right to impose any liquidated damages determined to be liable in the preceding agreement year in the subsequent agreement year.

**ANNEXURE-F/LOT C SERVICE LEVEL AGREEMENT (“SLA”)  
FOR RACK SPACE HOSTING**

This Service Level Agreement (“SLA”) is made on \_\_\_\_\_

By & Between

**Successful Bidder (“ISP”)**, a company registered under the laws of Pakistan, having its registered office at address (hereinafter referred to as "ISP" and/or “Successful bidder”)

**AND**

CPPA-G, having its registered office CPPA-G Office, Mezzanine Floor Shaheen Plaza Fazl-ul-Haq Road, Blue Area, Islamabad, hereinafter referred to as the “CPPA-G” Customer

“WHEREAS the ISP is engaged in the business of providing Internet and data Services (ISP), and is desirous to provide such ISP services to the Customer

Whereas the Customer has agreed to avail these services as per the terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH that it has been agreed between the parties as follows:”

1. DEFINITIONS

- “**Fault**” means failure to meet the applicable service level set out in this SLA.
- “**Business Day**” means a day other than Saturday or Sunday or a public holiday in Pakistan.
- “**Planned Works**” means maintenance, service configuration, migration or upgrading of any of the Services scheduled by ISP or its service partners.
- “**Recurring Charges**” means the charges payable by the Customer to ISP under the Agreement that are recurring on a periodical basis.

**1.1 Annual Charges & Service**

This agreement is signed on the date: ----- between above Successful bidder and CPPA-G Islamabad.

## A. RACK SPACE HOSTING SERVICES:

S.No	Description
1	<p>Specifications of Rack Hosting:</p> <ul style="list-style-type: none"><li>• No of U's: 2</li><li>• Power consumption: 4 AMPs Ac</li><li>• No of server/device allocation: 1</li><li>• Redundant Power Supply</li><li>• State of the Art Cooling System</li><li>• 24 x 7 Physical security of data center</li><li>• Fire detection and suppression system</li></ul> <p><b>Start Date:</b> 15<sup>th</sup> June 2023</p> <p><b>Note: Currently Fiber Connectivity is via Nayatel. Bidder to check if the connectivity is available at its Datacenter as per below specification:</b></p> <ul style="list-style-type: none"><li>• 4 Mbps P2P Connectivity</li><li>• Point A: CPPA-G Office, Mezzanine Floor Shaheen Plaza Fazl-ul-Haq Road, Blue Area, Islamabad</li><li>• Point B: RACK Hosted Server in data center</li></ul>

- B. 100% advance full payment of amount **PKR** will be made after receiving the invoice.
- C. All rates are inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- D. All prices are quoted in PKR.
- E. The annual price in PKR shall remain firm and final and shall not subject to any escalation during contractual years.
- F. All the payments will be made through cross cheque after deduction of Govt. taxes in favour of Successful bidder.
- G. If there is no mention of taxes, the offered / quoted price shall be considered to be inclusive of all prevailing and applicable taxes / duties. The Contractor shall be responsible for raising an invoice(s) separately for all new taxes, if any, levied by the Government until the completion of term of this Agreement. Any benefit of exemption from or reduction in any prevailing and applicable taxes and duties shall be passed on to CPPA-G.

## 2. PLANNED WORKS

- a. ISP will, where possible, give the Customer not less than 2 Business Days' notice of any Planned Works. However, ISP will give the Customer not less than 12 Hours notice of any Planned Works that will result in Service Unavailability. Notwithstanding any notice clause in the Agreement such notices may be given via email or fax or such other means as ISP deems appropriate.

## 3. FAULT REPORTING PROCESS

- a. Any Faults should be reported to IP Service Provider's Customer Service Desk which is open 24 hours a day, 7 days a week. IP Service Provider's customer service desk can be

contacted on:

Tel:

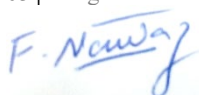
Email:

Escalation Level	Time	Contact Details
Level 1 –	Immediate	
Level 2 –		

- b. Upon receiving such report, IP Service Provider’s customer service desk will provide the Customer with a trouble ticket number (“Trouble Ticket”). Such number must be given for any subsequent enquiries made by the Customer on the reported Fault.
- c. In rack space hosting, Successful bidder is only providing the Space, where CPPA server will host.
- d. Any kind of server internal fault or application-level issue will be troubleshot by CPPA technical team.
- e. Successful bidder will make sure the data center cooling systems works properly and there will be no shortage of power supply.
- f. In case CPPA technical team needs to visit a data center, visit schedule will be made first and CPPA needs to intimate before the visit. However, in case of any emergency, CPPA-G needs to intimate 1 hour before the visit.

#### 4. GENERAL TERMS & CONDITIONS

- a. Failures, interruptions, defects or delays affecting any Unit due to any of the following shall not count towards the calculation of Availability:
  - Customer requesting ISP to test the link in question although no fault has been detected or reported;
  - Failure on behalf of Customer to provide access to Services Equipment or equipment installed by ISP at a Customer Site for ISP or its agents upon being requested to do so by ISP for the purposes of investigating and rectifying any fault
  - The Unit being modified or altered in any way at Customer’s request;
  - Any Force Majeure event;
  - Any interruptions resulting from defects or failures in the apparatus services or facilities provided by or operated on behalf of Customer;
  - Incomplete order information provided by the Customer to ISP that delays order acceptance;
  - A failure of CPPA-G to provide access to apparatus or other equipment installed by ISP at a Site for the purposes of ISP(or its agents) investigating and rectifying any fault; and
  - A planned work outage required for scheduled maintenance, service configuration and network upgrades/migrations, and ISP has provided to Customer 48 hour prior notice of the planned work outage.



- Emergency maintenance window duly with not less than 12 hours notice duly notified and agreed to by CPPA-G. The frequency of emergency window will not exceed one per quarter.
  - Non-availability of Engineer and/or Technical Staff at CPPA-G site to coordinate with successful bidder staff.
  - Incorrect or incomplete information provided by CPPA-G which prevents ISP from completing the trouble diagnosis and Service restoration.
  - Any tempering or un-authorized access by CPPA-G to ONT, UPS, cabling and CPE within its premises.
  - CPPA-G erroneous service configuration change(s) on its network equipment (Router/Access Servers/Firewall) resulting in the interruption of the service or improper cabling
- b. In the event of any dispute between ISP and CPPA-G in respect of any Availability, delay of traffic or otherwise, customer shall retain the right in the first instance to determine the period of availability.
  - c. The SLA shall cease to apply following the termination date of this Agreement.
  - d. In the event of any dispute between the Parties in respect of a Service being available or otherwise, engineers of both Parties shall jointly determine the period of availability after analysis of network statistics, router logs, record of trouble tickets, etc., for the purpose of calculating any downtime due under the terms of this Service Level Agreement.

**5. ARBITRATION:**

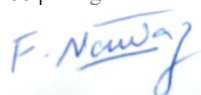
The parties shall resolve any dispute arising out of this Agreement mutually. If mutual resolution of the dispute is not possible, the dispute concerning the interpretation and/or application of this contract shall be settled through arbitration in accordance to the Arbitration Act, 1940 with the venue at Islamabad.

**6. CONFIDENTIALITY**

- a. ISP shall not divulge or communicate to any person (other than those whose right it is to know the same or with authority from the customer or as required by any government body) any trade secrets or information which are for the time being confidential to the Customer and are not in the public domain and the Data (the “Confidential Information”) which the ISP may have received or obtained during the term of this Agreement and/or as a consequence of provision of the Services. This restriction shall continue to apply after the termination of this Agreement for whatever cause without limit in point of time, but shall cease to apply to information or knowledge which may come into the public domain otherwise than through the unauthorized disclosure by or the fault of the ISP. The ISP undertakes to return to the Customer all materials, whether documentary or otherwise, together with copies thereof containing any Confidential Information and not to make copies of any of the above-mentioned documents or materials after termination of this Agreement.
- b. Where the Customer shall have obtained any Confidential Information from any third party under an agreement which includes any restriction on disclosure known or which is made known to the ISP, the ISP shall not without the prior consent in writing of the Customer at any time whether during the term of this Agreement or after its termination for whatever cause, infringe such restrictions.

**7. ANCILLARY PROVISIONS**

- a. If for any reason any provision of this Agreement is determined to be unenforceable, such





adjudication shall in no way effect any other provision of this Agreement or the validity or enforcement of the Remainder of the agreement. The affected provision shall be modified or curtailed only to the extent necessary to bring it into compliance with applicable law.

- b. Customer agrees that ISP may, subject to prior notice to Customer, assign all or any of its rights hereunder in the event of a merger, consolidation or amalgamation into some other entity without changing the contents of this agreement. Customer shall be entitled to terminate the agreement and shall be refunded with the advance paid amount.
- c. This Agreement and the Schedules hereto constitute the entire and only agreement between the Parties with respect to the subject matter hereof and hereby terminates, cancels and supersedes any and all prior oral or written agreements, arrangements or understandings between the Parties. The Services to be undertaken and provided by the ISP for the Customer shall be so undertaken and provided only in accordance with the provisions of this Agreement and the Schedules hereto. This Agreement and the Schedules hereto may be varied or amended only by mutual consent of the Parties in writing.
- d. None of the provisions of this Agreement shall be considered waived by the CPPA-G or Successful Bidder unless such waiver is given in writing by the CPPA-G and agreed to by Successful Bidder or vice versa. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement unless expressly set forth in such waiver. All notices and communications hereunder or pursuant to any legal proceedings shall be made in writing (by registered mail, courier or fax) and shall be sent to the addresses of the Parties specified below or as each Party may communicate to the other in writing from time to time.
- e. Either Party reserves the right to terminate this contract without due cause with a written notice of thirty days.

## 8. VALIDITY & RENEWAL

8.1) The duration of the Agreement will initially be one (1) Agreement year, extendable for a period of one (1) Agreement year per extension, for a maximum of three (3) Agreement years, which period shall start from **15<sup>th</sup> June 2023**. Any extension of the duration of this Agreement shall be based on the same terms and conditions, subject to satisfactory performance certificate to M/S Successful bidder as prescribed by CPPA-G.

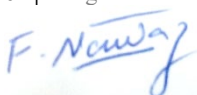
8.2) Subject to clause 8.1 of The Agreement, if M/S Successful bidder is able to achieve a Satisfactory Annual Performance Certificate from the Chief Information Officer of CPPA-G (the "CIO, CPPA-G") or his duly authorized representative at the end of each Agreement year, the Agreement shall automatically be extended for a period of one (1) Agreement year

## 9. Performance certificate

Performance certificate shall be issued by Chief Information Officer-CPPA-G or his authorized representative after the satisfactory completion of each year of the project.

## 10. Terms of Payment

Payment of the **RACK SPACE HOSTING**, will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:



Year 1

Sr #	Product	Description	Qty	Unit Price (PKR)	Total Price (PKR)	GST (PKR)	Total Price with GST (PKR)
<b>TOTAL COST IN PKR PER YEAR</b>							

Year 2

Sr #	Product	Description	Qty	Unit Price (PKR)	Total Price (PKR)	GST (PKR)	Total Price with GST (PKR)
<b>TOTAL COST IN PKR PER YEAR</b>							

Year 3

Sr #	Product	Description	Qty	Unit Price (PKR)	Total Price (PKR)	GST (PKR)	Total Price with GST (PKR)
<b>TOTAL COST IN PKR PER YEAR</b>							

- i) Currency of Invoice should be PKR
- ii) Invoice having NTN, GST No. printed of Both Supplier & Consignee.
- iii) Verification Report Issued by CPPA-G
- iv) Satisfactory performance Report only for Second and Third Agreement Year, issued by CPPA-G.
- v) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vi) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal

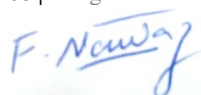
**In Witness Whereof the Parties have executed this Agreement on the date first mentioned above.**

**For and on behalf of**

**for and on behalf of**

**CPPA-G**

**Successful bidder**



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**Name:**

**Designation:**

---

**Name:**

**Designation:**

**Witnesses:**

1. \_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

1. \_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**