

#### PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

#### INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for:

- I. The Procurement of CCTV Solution for Government of the Punjab.
- The Procurement of Hardware / IT Equipment under the project titled "Establishment of Video Conferencing Facility for Punjab Government".
- III. The Procurement of Hardware Warranties for PITB's Datacenter.
- The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
- The separate tender documents are available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/each. Tender Documents are also available at <a href="https://www.pitb.gov.pk">www.pitb.gov.pk</a> and www.ppra.punjab.gov.pk and may be downloaded free of cost.
- 4. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box No.1, placed at Reception of the PITB office, 13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, no later than 1500 Hours, within 15-days of first publication of this advertisement in national newspapers or uploading of relevant. Tender Documents on PITB & PPRA websites, whichever is later. The bids shall be opened at 1530 hours on last date for submission of bids, as per PPRA Rules, 2014.
- All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender documents. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
- Income/Sales tax registration certificate and other documents as mentioned in Tender Documents must accompany the bids.

Note: PITB management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

Director (Development & Procurement)
Punjab Information Technology Board
Poor, Arfa Software Technology Park, 346-8, Ferozepus Road Lahore
Ph: (042) 35880062, Fax (042) 99232123 Web: www.pith.gov.pk

IPL-12681

# **Tender Document**

Tender No. 107112016-1

# PROCUREMENT OF HARDWARE WARRANTIES FOR PITB'S DATACENTER



# **Punjab Information Technology Board (PITB)**

11<sup>th</sup> Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore, Pakistan Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123)

URL: www.pitb.gov.pk

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## **Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

## Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

#### 1. Invitation to Bid

#### 1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website.

http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20(ammended%20upto%2006.01.2016).pdf

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

#### 1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The tender document is available in the office of Punjab Information Technology Board, 13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at <a href="www.pitb.gov.pk">www.pitb.gov.pk</a> and <a href="www.pitb.gov.pk">www.ppra.punjab.gov.pk</a> and may be downloaded free of cost.

### 1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) The lowest evaluated bidder shall be awarded the contract.

## 2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of "Punjab Information Technology Board". The complete bids as per required under this tender document must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, not later than 1500 hours on last date of submission of bids i.e. 21<sup>st</sup> November, 2016, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1530 hours on 21<sup>st</sup> November, 2016. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Hardware/Software must be received in writing to the Purchaser till **12**<sup>th</sup> **November, 2016**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a Pre-Bid meeting at 3:00 pm on **14**<sup>th</sup> **November, 2016**, at PITB premises (13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

The bidder shall submit bids which comply with the Bidding Document. Alternative bids and options shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

## Primary Contact(s)

Haroon Rasheed Sr. Program Manager

Email: <a href="mailto:haroon@pitb.gov.pk">haroon@pitb.gov.pk</a>

11th Floor, Arfa Software Technology Park, 346-B,

Main Ferozepur Road, Lahore, Pakistan.

#### Secondary Contact(s)

Sajjad Ghani

Director (IT Infrastructure)

Email: <a href="mailto:sajjd@pitb.gov.pk">sajjd@pitb.gov.pk</a>

11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B,

Main Ferozepur Road, Lahore, Pakistan.

Muhammad Shaukat Qureshi

JD (Procurement)

Email: muhammad.qureshi@pitb.gov.pk

13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B,

Ferozepur Road, Lahore, Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (email) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

## TERMS AND CONDITIONS OF THE TENDER

#### 3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.3 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the I.T related hardware/equipment etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.6 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.7 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 3.10 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.11 "Day" means calendar day.
- 3.12 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided under the Contract.
- 3.13 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- 3.14 "Goods" means hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract against each relevant Lot.
- 3.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.16 "Prescribed" means prescribed in the Tender Document.
- 3.17 "Purchaser" means the Punjab Information Technology Board (PITB) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.18 "Origin" shall be considered to be the place where the Goods are produced or from where

the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

- 3.19 "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.20 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.21 "Works" means work to be done by the Contractor under the Contract.
- 3.22 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

## 4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

## 5. Notice

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
- 5.1.1 in writing;
- 5.1.2 issued within reasonable time;
- 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 6. Tender Scope

- 6.1 Punjab Information Technology Board (PITB), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of warranties, Chillers/ HVAC, Electrical Panels & hardware for the datacenter hardware/software (hereinafter referred to as "the Goods") and installation, configuration, deployment, commissioning, training, testing, after-sale support, of said Goods (hereinafter referred to as "the Services").
- 6.2 The equipment, warranties & hardware shall be delivered and deployed at PITB Datacenter (located at Arfa Software Technology Park, Lahore)

## 7. Tender Eligibility/Qualification Criteria

- 7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
  - 7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last three (03) years as on for all LOTs
  - 7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
  - 7.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
  - 7.1.4 Has submitted bid for complete lot(s) and bid security for relevant lot(s) separately; Non-compliance of the same shall cause rejection of the bid;
  - 7.1.5 Must be involved in computer hardware/ licensing business, manufacturing or sales

or supply business such as IT & Communication Equipment etc. for last three (03) years as on the date of submission of the tender for Lots # 1 & 3 and Must be involved in Chillers/ Electrical panel for datacenter business for last three (03) year as on the date of submission of the tender for Lot # 2.

- 7.1.6 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- 7.1.7 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;
- 7.1.8 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.1.9 Goods and Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.
  - a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - b. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

## 8. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

#### 9. Joint Venture / Consortium

Joint venture / consortium are not eligible for this tender.

## 10. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

## 11. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

## 12. Amendment of the Tender Document

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per

- Punjab Procurement Rules, 2014.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

## 13. Preparation / Submission of Tender

- 13.1 The tenderer is allowed to bid for any or all lots separately
- 13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.5 Technical Proposal shall comprise the following, without quoting the price:
- 13.6 Technical Proposal Form (Annexure-B)
  - 13.6.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (Annexure-G&H)
  - 13.6.2 Covering letter duly signed and stamped by authorized representative. (Annexure-E)
  - 13.6.3 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
  - 13.6.4 Authorization Certificate / document from the principal / manufacturer
  - 13.6.5 Evidence of eligibility of the Tenderer and the Goods / Services.
  - 13.6.6 Evidence of conformity of the Goods / the Services to the Tender Document.
  - 13.6.7 Undertaking and Evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials
  - 13.6.8 Details of Warranty and After-Sale Service
  - 13.6.9 Technical Brochures / Literature
  - 13.6.10 List of firm's major international and national clientele
  - 13.6.11 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
  - 13.6.12 Valid Registration Certificate for Income Tax & Sales Tax
  - 13.6.13 Power of Attorney, if an authorized representative is appointed (Annexure-F)
- 13.7 The Financial Proposal shall comprise the following:
- 13.7.1 Financial Proposal Form (Annexure-C)
- 13.7.2 Price Schedule (Annexure-D)
- 13.7.3 Bid Security, as per provisions of the clause Bid Security of this document.

13.8 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Proposal Tender for

Tender Name: [Name of Tender]

Tender No. 107112016-1

LOT No.

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.9 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

**Duplicate Technical Proposal for** 

Tender Name: [Name of Tender]

Tender No. 107112016-1

LOT No.

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 13.10 The Tenderer shall follow the same process for the Financial Tender.
- 13.11 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

Tender Name: [Name of Tender]

Tender No. 107112016-1

LOT No.

**Strictly Confidential** 

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.12 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

**Duplicate Tender for** 

Tender Name: [Name of Tender]

Tender No. 107112016-1

LOT No.

**Strictly Confidential** 

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 13.13 The Tenderer shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.14 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 1500 hours on last date of submission of bids. No late bid shall be accepted.
- 13.15 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

#### 14. Tender Price

- 14.1 The quoted price shall be:
  - 14.1.1 in Pak Rupees;
  - 14.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;
  - 14.1.3 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
  - 14.1.4 Including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).

- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).
- 14.4 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

## 15. Bid Security (Earnest Money)

- 15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
  - 15.1.1 for amounts as mentioned in following table against different lots:

LOT#	Bid Security Amount (PKR)	
1	200,000	
2	320,000	
3	100,000	

- 15.1.2 denominated in Pak Rupees;
- 15.1.3 separately against each Lot given in this tender document;
- 15.1.4 As part of financial bid envelope, failing which will cause rejection of bid.
- 15.1.5 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
- 15.1.6 Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
  - 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
  - 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
  - 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

## 16. Tender Validity

The Tender shall have a minimum validity period of ninety (120) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## 17. Modification / Withdrawal of the Tender

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## 18. Opening of the Tender

- 18.1 Tenders (Technical Bids) shall be opened at 1530 hours on the last date of submission of bids i.e. **21**<sup>st</sup> **November, 2016**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

#### 19. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

## 20. Determination of Responsiveness of the Bid (Tender)

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
  - 20.1.1 meets the eligibility criteria given herein this tender document/ the Goods / the Services:
  - 20.1.2 meets the Technical Specifications for the Goods / the Services against each Lot;
  - 20.1.3 meets the delivery period / point for the Goods / the Services against each Lot;
  - 20.1.4 in compliance with the rate and limit of liquidated damages;
  - 20.1.5 offers fixed price quotations for the Goods / the Services against each Lot, whereby no optional offer / bid or price is allowed;
  - 20.1.6 is accompanied by the required Bid Security as part of financial bid envelope against each Lot;
  - 20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
  - 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

## 21. Correction of errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

- 21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
- 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

## 22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

PROVISO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria against each lot will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria against each lot:

Category	Category Description	
	Valid Income Tax Registration	Required
	Valid General Sales Tax Registration (Status=Active with FBR)	Required
Legal (Mandatory)	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or private Sector Organization anywhere in Pakistan.	Required
	Compliance to the technical specifications of hardware / Software (all items to be procured mentioned vide Annex-A of this document )	Required

In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required
Authorization Certificate / document from Principal/ Manufacturer	Required
The bidding firm must have at least one CCIE and 2 CCNPs certified employees (for Lot#1 only)	Required

#### For Lot#1 & 2

	Number of Projects of Similar Nature with worth more than 5 Million in last three years (25 Points for each, Max Points 100)	4 Projects	100 Points
Financials /		5 - 15 million	25 Points
Experience	Average Annual Sales of last three (3) years (Max Points 100)	16-25 million	50 Points
		26-35 million	75 points
		36 million &	100 Points
		above	100 POINTS

#### For Lot#3

	Number of Projects of Similar Nature with worth more than 2.5 Million in last three years (25 Points for each, Max Points 100)	4 Projects	100 Points
Financials /		1 - 5 million	25 Points
Experience	Average Annual Sales of last three (3) years (Max Points 100)	6-10 million	50 Points
		11-15 million	75 points
		16 million &	100 Points
		above	TOO FOILITS

**Note:** Verifiable documentary proof for all above requirements and criteria points are required and marks will be awarded on the basis of these verifiable proofs.

## 23. FINANCIAL PROPOSAL EVALUATION

- 23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each Lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s).
- 23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
  - 23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
  - 23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
  - 23.2.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.3 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

## 24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

## 24.2 The Tender shall be rejected if it is:

- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 incomplete, partial, conditional, alternative, late; or
- 24.2.4 bid not submitted separately against each Lot and relevant bid security is not submitted against each Lot separately;
- 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or
- 24.2.7 the Tenderer has conflict of interest with the Purchaser; or
- 24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12 the tenderer has been blacklisted by any public or private sector organization;
- 24.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.14 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.15 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.16 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.18 If the rates quoted by vender are not workable or on higher side etc.

#### 25. Award Criteria

25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria against each Lot will stand technically qualified.

25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities against each Lot, irrespective of their score in the previous step.

## 26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract against each lot.

## 27. Performance Security

- 27.1 The successful Tenderer/The Contractor against each Lot, shall furnish Performance Security as under:
  - 27.1.1 within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser;
  - 27.1.2 LOT wise performance security (Separate for each LOT, if the bidder is successful for more than one LOTs) would be submitted by the Bidder;
  - 27.1.3 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
  - 27.1.4 for a sum equivalent to 10% of total contract value;
  - 27.1.5 denominated in Pak Rupees;
  - 27.1.6 Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
  - 27.2.1 If the Contractor commits a default under the Contract;
  - 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
  - 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

## 28. Redressal of grievances by the procuring agency

- 28.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

## TERMS & CONDITIONS OF THE CONTRACT

## **Contract Title:**

# PROCUREMENT OF HARDWARE WARRANTIES FOR PITB'S DATACENTER

[Name of Contractor]

Dated:

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### III. Technical Specifications

This CONTRACT AGREEMENT (this "Contract") made as of the [day] of [month], [year], between [full legal name of the Purchaser] (the "Purchaser"), on the one part,

and

**[full legal name of Contractor],** on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

#### **RECITALS**

#### WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods/Services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

#### NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
- 3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. The Tender Document
  - **b.** Bidder's Proposal
  - c. Terms and Conditions of the Contract
  - **d.** Special Stipulations
  - e. The Technical Specifications
  - f. Tender Form
  - g. Price Schedule
  - **h.** Affidavit(s)
  - i. Authorized Dealership / Agency Certificate
  - j. Performance Security
  - k. Service Level Agreement (SLA) (if required)

- I. Non-Disclosure Agreement (if required)
- 4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

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

For [full legal name of the Purchaser]:		For [full legal name of the Contractor]:
Signature		Signature
Name		Name
Witnessed I	Ву:	Witnessed By:
<u>WITNESSES</u>		
	Signature	Signature
	CNIC #	CNIC #
	Name	Name
	Designation	Designation
	Address	Addross

## **II.** General Conditions of Draft Contract

#### 29. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

#### 30. Contract Duration

The Contract duration against Lot # 1 shall be for the period of one (01) year and against Lots# 2 & 3 shall be for the period of three (3) years for starting from the date of delivery, installation, deployment & commissioning of all Goods / Equipment / Items till end of warranty / support period.

#### 31. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

## 32. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

#### 33. Standards

The Goods supplied and the Services provided under this Contract shall conform to the authoritative latest industry standards.

## 34. Commercial Availability

- 34.1 The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Services shall have been rendered / delivered under two separate contracts by service provider globally / locally.
- 34.2 The Goods supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods shall have been sold, installed and operationalized in more than two installations initiated under two separate contracts by manufacturer globally / locally

## 35. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / the Service or any part thereof.

#### 36. Execution Schedule

The Contractor shall deliver Goods / ordered hardware / Software within eight (8) weeks from the issuance of Acceptance Letter.

## 37. Packing

The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

## 38. Insurance

The Contractor may provide such insurance of the Goods as is sufficient to protect against their damage or deterioration during storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the insurance of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

## 39. Labeling

The Goods supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme provided by the Client. All networking equipment, cables, connectors, ports, boxes shall be clearly labeled.

## 40. Delivery

- 40.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware with any associated/relevant software and its documentation. The approach shall address shipment of deliverables to the designated (installation) site(s). The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods at designated Government Office(s) in Punjab, as specified by the Purchaser at the time of delivery.
- 40.2 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.
- 40.3 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.
- 40.4 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

## 41. Operation and Maintenance

The Contractor shall be responsible for the continuous operational capability and maintenance of the entire system, 24/7, without disruption to either service or performance, during the warranty period.

## 42. Installation and Implementation

- 42.1 The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.
- 42.2 The Contractor shall ensure that the implementation is fault tolerant. This is accomplished

- by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
- 42.3 The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- 42.4 The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.
- 42.5 The Contractor shall configure the system for high availability and reliability, of all hardware and software.
- 42.6 The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.

## 43. Site Preparation

- 43.1 The Contractor shall be responsible to survey the site, prepare the site, determine power, air conditioning and floor space requirements, identify and install, if necessary, any special / additional power and air conditioning requirements, for the proposed equipment, if any.
- 43.2 The Purchaser and the Client shall facilitate the Contractor in discharge of the above responsibilities.

## 44. Safety

- 44.1 The Contractor shall be responsible for the embedding of safety features in the inherent design of the equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.
- 44.2 The Contractor shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.
- 44.3 The Contractor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

## 45. Test Equipment and Tools

The Contractor shall evaluate the existing facilities and abilities of the Client to accomplish corrective and preventive maintenance and support and identify additional skills, test equipment and tools required to maintain and support the new equipment. Such test equipment and tools shall be state of the art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

## 46. Spare Parts and Support

- 46.1 The Contractor shall ensure that the Goods provided by the Contractor, under the Contract are standard and of exact nature, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- The Contractor shall further ensure that the Goods provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Goods.
- 46.3 The Contractor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.
- 46.4 The Contractor shall ensure availability of spare parts and technical assistance for all components for three (3) years, without major changes, after the completion of final acceptance.
- 46.5 The Contractor shall give six (6) months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance

Security.

- 46.6 The Contractor shall also identify and provide the following:
  - 46.6.1 items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one (1) year of operating stock:
  - 46.6.2 critical items, whose failure would cause a system failure;
  - 46.6.3 items of high cost and/or long lead time (over thirty working days);
  - 46.6.4 items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

## 47. Inspection and Testing

- 47.1 The Client shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.
- 47.2 The inspections and tests shall be conducted at the premises of the Contractor / at the final destination. Where conducted at the premises of the Contractor, the Contractor shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the Purchaser.
- 47.3 The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.
- 47.4 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
- 47.5 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

## 48. Taking-Over Certificate

- 48.1 The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.
- 48.2 The Client shall, within seven days of receipt of Contractor's application, either issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.
- 48.3 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

#### 49. Warranty

- 49.1 The Contractor shall warrant to the Purchaser that the Goods/Services supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 49.2 The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.
- 49.3 The Contractor shall provide Manufacturer's warranty for minimum one (1) year for Lot#1 and for minimum three (3) years for Lots # 2 & 3 (hereinafter referred as Warranty Period), after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:

- 49.3.1 Free on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation in Lahore and 48 hours outside Lahore;
- 49.3.2 On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 24 hours in Lahore and 48 hours outside Lahore.
- 49.4 The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.
- 49.5 The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.
- 49.6 The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.
- 49.7 The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.
- 49.8 The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

## 50. Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

## 51. Defects Liability Expiry Certificate

- The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.
- The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

## 52. Payment

- 52.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 52.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 52.3 The Purchaser shall get verified the details of Goods/Services delivered against the invoice from the concerned Technical Team of PITB and Payment shall be made on complete delivery of hardware and after issuance of satisfactory certificate by concerned Technical Team PITB, as per details given in relevant Letter of Acceptance.
- The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods/Services provided to the Contractor, as per Government policy, in Pak Rupees, through crossed cheque.
- 52.5 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract

value shall be deducted from the payments to be made against the contract

All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Acceptance (LOA) till termination of the signed contract in this regard.

## 53. Price

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

#### 54. Contract Amendment

- 54.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 54.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.
- 54.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 54.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

## 55. Assignment / Subcontract

- The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 55.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

## 56. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

## 57. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

## 58. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the

Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

## 59. Forfeiture of Performance Security

- 59.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:
  - 59.1.1. If the Contractor commits a default under the Contract;
  - 59.1.2. If the Contractor fails to fulfill any of the obligations under the Contract;
  - 59.1.3. If the Contractor violates any of the terms and conditions of the Contract.
- 59.2 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
- 59.3 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 59.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

## 60. Termination for Default

- If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 60.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

## 61. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

## **62.** Termination for Convenience

- Any of the parties may, at any time, by written notice served on the other party with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party.
- The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods / Services, the Purchaser may elect:
  - 62.2.1 to have any portion thereof completed and delivered; and/or

62.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

## 63. Force Majeure

- 63.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- 63.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 63.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform 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.
- 63.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- 63.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 64. Dispute Resolution

- 64.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

## 65. Statutes and Regulations

- 65.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 65.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

## 66. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

#### 67. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

#### 68. The Client

- 68.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
- 68.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- 68.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

## 69. Authorized Representative

- 69.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- 69.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 69.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 69.5 Notwithstanding Clause 69.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- 69.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

## 70. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

## 71. Training

- 71.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods / Services to be supplied under the Contract.
- 71.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after

consultation with them.

## 72. Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

## 73. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS				
For ease of Reference, certain special stipulations are as under:				
	separately against each Deposit Receipt, in the r	hish the Bid Security (earnest Money) as under: Lot; in the form of Demand Draft / Pay Order name of the Purchaser, denominated in Pak Ru ed in following table against different lots:	-	
Bid Security (Earnest Money)	LOT # 1 2 3	Bid Security Amount (PKR)  200,000  320,000  100,000		
	Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.			
Performance Security	The successful Contractor shall furnish lot wise Performance Security as under: within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to 10% of the total contract value; Denominated in Pak Rupees; Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.			
Delivery Period (including installation, configuration, deployment, Commissioning, testing, and training of the delivered items.)	Within Eight (08) weeks from the issuance of Acceptance Letter.			
Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.			

## **ANNEXURE-A**

## **TECHNICAL SPECIFICATIONS**

# LOT # 1 - ITEM # 1 WARRANTIES OF CISCO DEVICES

Sr. #	Description					
1	N7K-C7010-P1-STK	Nexus 7000	2			
2	N5K-C5020P-BF	Nexus 5000	2			
3	N2K-C2232PP-10GE	Nexus 2000	8			
4	ASA5585-S20P20XK9	ASA	2			
5	ACE-4710-K9	Application	2			
6	WS-C2960-24PC-L	Network Switches	25			
8	AIR-CT5508-50-K9	Wireless Lan Controller	2			
9	ASR1002-10G-VPN/K9 ASR1002 VPN Bundle w/ ESP-10G,AESK9,License,4GB DRAM Cisco ASR1000 Embedded Services Processor, 10G Cisco ASR 1000 Series RP1 ADVANCED ENTERPRISE SERVICES Encryption Right-To-Use Feature Lic for ASR1000 Series	ASR	2			
10	CISCO3945-V/K9	Router	2			
11	ACE-VIRT-020- Application Control Engine Virtualization 20 Contexts. Application Control Engine Service Module	ACE	2			
12	CP-6921-C	Cisco Unified IP Phone 6921	20			
13	CP-7975G	Cisco UC Phone 7975	5			
Note		•				
	Year Parts and Labor warranty for all components on site					
2- P	2- Prices must be quoted for each item separately					

# LOT # 1 - ITEM # 2

# ISE

Sr. #	# Description			
1	Cisco ISE ( Network Admission Control) CISCO ISE	1		
1	License specification mentioned below			
Note	Note			
1-	1- 1 Year Parts and Labor warranty for all components on site			
2-	- Prices must be quoted for each item separately			

#### **SPECIFICATION**

#### **ISE (Network Admission Control):**

- Virtual Appliance based Secure business and context-based access solution per on IT policies for 1000
  users
- Must be able to match users and endpoints and other attributes such as time, location, and access type or method, creating an all-encompassing contextual identity.
- identity must be used to enforce a secure-access policy that matches the identity's business role
- · Streamlined network visibility through a simple, flexible, and highly consumable interface
- Must be able to store a history of all endpoints that have been on the network with the associated visibility
- Must have extensive policy enforcement to define access rules easily and with great flexibility that meets ever-changing business needs.
- Must have streamlined guest experiences that provide multiple levels of access to networks.
- Must have dynamic visual tools offer real-time previews of the portal screens and the steps that a user experiences.
- Must have self-service device onboarding to implement the enterprise's bring-your-own-device (BYOD) or guest policies. Users should be able to manage devices according to the policies defined by IT administrators.
- Must have a single management console for simpler policy creation, visibility, and reporting across all
  company networks. The IT staff should be able to easily validate compliance for audits, regulatory
  requirements, and mandated federal guidelines for IEEE 802.1X standards
- Must have automated device-compliance checks for device-posture checks and remediation options using the unified Agent.
- Must also provide advanced VPN services for desktop and laptop checks
- Should have the capability to be able to integrate with market-leading mobile device management/enterprise mobility management (MDM/EMM) vendors. This integration helps ensure that the mobile device is both secure and policy compliant before it is given access to the network.
- Must have centralized management to help administrators centrally configure and manage profiler, posture, guest, authentication, and authorization services in a single web-based GUI console.
- Must be able to Provide a range of access control options, including downloadable access control lists (dACLs), VLAN assignments, URL redirections, named ACLs, and security group tag (SGT) using the advanced capabilities of network devices.
- Must support a wide range of authentication protocols, including, but not limited to PAP, MS-CHAP, Extensible Authentication Protocol (EAP)-MD5, Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunneling (FAST), EAP Transport Layer Security (TLS), and EAP-Tunneled Transport Layer Security (TTLS) or Higher
- Should have an easy-to-deploy internal certificate authority to simplify certificate management for devices.
- Should have the capability to automatically update validated device profiles for various IP-enabled devices from multiple vendors.
- Must be able to Perform endpoint posture assessment on PCs and mobile devices connecting to the network
- Should provide the ability to create powerful policies that include, but are not limited to, checks for the latest OS patches, antivirus and antispyware packages with current definition file variables (version, date, etc.), antimalware packages, registry settings (key, value, etc.), patch management, disk encryption, mobile PIN-lock or rooted or jailbroken status, application presence, USB attached media or higher
- Basic RADIUS authentication, authorization, and accounting, including 802.1x, MAC Authentication Bypass. Web authentication (local, central, device registration). MAC sec All, SSO, SAML, ODBC – based authentication. Guest portal and sponsor services, Representational state transfer (monitoring) APIs.
   External RESTful services (CRUD)-capable APIs.

- Profiling, Profiler feed service, Device registration (My Devices portal) and provisioning for Bring Your Own Device (BYOD) with built-in Certificate Authority (CA) End point protection service
- Threat Centric NAC, Wired, Wireless and VPN unified access control with true mobility
- One Year warranty and services along with software support and upgrades from the OEM.

#### Note

- 1- 1 Year Parts and Labor warranty for all components on site
- 2- Prices must be quoted for each item separately

# LOT # 1 - ITEM # 3 Upgrade of Firewall (ASA-5585)

Sr. #	Description		Qty
1	ASA 5585 to ASA5585 Firepower Upgrade with All in one	Cisco Firewall ASA-5585	2
1	License Along with TALOS and Any Connect for 250 Users		2

#### Cisco ASA5585-X Upgrade

- Existing two Firewall module upgrade to next generation firewall with antimalware functions without replacing the existing firewall
- Module must have 24 GB of RAM, 8 GB of flash or higher
- Must have a maximum throughput of application visibility upto 6.5 Gbps or higher
- Must have a maximum throughput of application visibility with IPS upto 3.5 Gbps or higher
- Must have a maximum concurrent session upto 950,000 or higher
- Must have a maximum of new connections per second of upto 72,000 or higher
- must support more than 2800 applications or higher
- Must have categories of 80 or more URL categories
- Must have more than 275 million or more URLs categorized or higher
- Must have Centralized configuration, logging, monitoring, and reporting
- Must have Anti malware, URL filtering and next generation intrusion prevention License with one year subscription included.
- An enterprise management center provides extensive intelligence about the users, applications, devices, threats, and vulnerabilities that exist in your network
- Virtual appliance with loaded license to handle upto twenty five devices for management
- Must also use the gathered information to analyze network's vulnerabilities and provides tailored recommendations on what security policies to put in place and what security events should be investigated.
- Should have future upgrade support to cloud-based thread analytics solution that reduces time to discovery of threats operating inside the network & addresses gaps in perimeter-based defenses by identifying the symptoms of a malware infection or data breach using behavioral analysis and anomaly detection.
- Management Center must provide easy-to-use policy screens to control access and guard against known attacks.
- Should be able to integrate with advanced malware protection and sandboxing technology, and provide tools to track malware infections throughout your network.
- Must have trends and high-level statistics that help understand the security posture at a given moment in time as well as how it's changing, for better or worse.
- Must have event detail, compliance, and forensics that provide an understanding of what happened during a security event to improve defenses, support breach containment efforts, and aid in legal enforcement actions
- Must have work flow data that can be easily exported to other solutions to improve incident response management
- Must be able to configure firewall access, application control, threat prevention, URL filtering, and advanced malware protection settings in a single policy.
- Must be able to Integrates cloud Group's security, threat, and vulnerability intelligence for up-to-minute threat protection.
- Must Address new attack methods with both IP-based and URL-based security intelligence
- Should be able to creates up to 40 management domains with separate event data, reporting, and network mapping, enforced through role-based access control
- Must be able to provide the visibility through customizable dashboards with custom and template-based

reports.

- Must Provide exceptional visibility into what is running in network so admin can see what needs to be protected
- Open API Support such as Moving event data from the Management Center to another platform, such as a security information and event management (SIEM) solution
- Must support third-party reporting and analytics by enabling those solutions to query the Firepower Management Center database
- 250 VPN connect license with one year license and back to back OEM support for upgrades
- Solution must support highly secure connections across public networks to mobile users, remote sites, contractors, and business partners.
- Must be able to uncover potential behavior anomalies by monitoring application usage.
- Usage data must be shared with a growing number of Internet Protocol Flow Information Export capable network-analysis tools
- Must be able to provide access to network applications and resources, regardless of location, without the need for desktop VPN client software
- VPN solution must be embedded within existing installed firewalls.
- One year Warranty and Services along with software upgrades

#### Note

- 1- 1 Year Parts and Labor warranty for all components on site
- 2- Prices must be quoted for each item separately

# **LOT # 2 - ITEM #1**

Sr. #	Description of Items	Manufacturer	Part No.	Qty	Unit
1	Electrical Panel				
1.1	LV Electrical Panel - Type Tested, MCC to be	Schneider Electric	Prisma Plus	1	Nos.
	Powered through two sources with Flexible	or Equivalent	or		
	Copper Bus Bars and Energy Analyzers		equivalent		
1.2	Electrical panel inclusive Star Delta starter for	Schneider Electric	IP65 or	1	Nos.
	HVAC pumps	or Equivalent	equivalent		
1.3	Installation & Commissioning			1	Job
1.4	Integration and configuration of the complete	EXISTING DCIM		1	Job
	system with existing DCIM of the facility for	Schneider Electric			
	remote monitoring and control.				

# SPECIFICATIONS FOR ELECTRICAL PANEL

Supply & Installation of Type Tested LV Switchboard & switchgears as per following specification.

The entire equipment must be Tested low voltage switchboard and appliance according to the specifications defines in the IEC Standard : 60439-1 & 2

Switchboard & switchgears manufacturer must be the same.

Type tested LV Switchboard must be modular type.

All circuit breaker & Switchgear Parts must be European country of origin (with ICS = ICU)

HMI Color Touch Screen Display required with SLD display on Main LT Panel Door (for Breaker ON/OFF/Trip Status & Energy Analyzer Load Status for Both Main LT & MCC) with communication.

ALL ACB & MCCB's & MCB must be drawing out type.

# 4.1 Air Conditioning / MCC Panel. (Qty. 1)

# INCOMING

Incoming (Normal & Replacement Source):

2 x 400A TP MCCB 36KA (with LSoI protection)

With mechanically interlocked.

Phase & ON / OFF / Trip Indication Lamp (LED Type)

Energy Analyzer with built-in TCP IP & Modbus Communication. INCOMING

#### OUTGOING

#### 4 x 32A TP MCCB 25KA Adjustable

(with TMD Protection) for Inrow AC's

2	Power Cabling				
2.1	2 X 1 x 240 sq mm per phase from LT Room	Top Cable or	H07RN-F or	1300	Mtr
	to Data Center Electrical Room	Equivalent	equivalent		
2.2	1 x 150 sq mm for MCCB Input source	Top Cable or	H07RN-F or	350	Mtr
		Equivalent	equivalent		
2.3	5 x 95 sq mm for Start Delta Panel & chiller	Top Cable or	H07RN-F or	185	Mtr
	input	Equivalent	equivalent		
2.4	5 x 50 sq mm for Pump input	Top Cable or	H07RN-F or	85	Mtr
		Equivalent	equivalent		
2.5	Wiring Accessories	Local		1	LS
3.6	Laying & Termination	Local		1	Job

#### **Specifications for Power Cabling**

Power cables used should be rubber shielded flexible cable preferably "H07RN-F classification"

Separate 120mm single core flexible cable as source 1 and source 2 for input of electrical panel. Approximate 250 running feet for each cable and additional cable according to as per actual basis. Separate cable trays Electro Galvanized steel underneath raised flooring for power is required. EU / US standard. UPS incoming & Outgoing with manufacturer's recommended specification. 6mm 3 cores or better flexible power cable for Racks application should be according to the electrical load design and industrial standard and specification. 2.5mm 3 core or higher flexible for control wiring of AC condenser. Power cable for CRAC units should be 16mm 4+1 core Flexible. 2.5mm 3 core power cabling for fire suppression NOVEC 1230 System, Video Surveillance and Access Control. Lighting and other general load as per the electrical design and specification. All equipment shall be clearly labeled according to industrial standards including Power cables, Breakers and allied equipment for better management. Power cable payment should be made as per actual.

# LOT # 2 - ITEM # 2 AUTOMATIC VOLTAGE REGULATOR (AVR)

Sr. #	Description of Items	Manufacturer	Part No.	Qty	Unit
1	AVR (Automatic Voltage regulator)				
1.1	Supply of 300 KV ±20% Three-Phase Digital Automatic Voltage Stabilizer. Having three separate control circuits, individually regulate each phase and suitable for unbalanced lines between phases up to 100%. 300 KVA Automatic Voltage Regulator (AVR) Input Voltage: Input Voltage Range 320-480 VAC, Frequency 50 / 60Hz. Protection IP21, Approx. Weight: 1300Kg, Installation Indoor.	ORTEA Or Equivalent	ORION PLUS 300- 20 or Equivalent	1	Nos.
1.2	Installation & Commissioning			1	Job
1.3	Integration and configuration of the complete system with existing DCIM of the facility for remote monitoring and control.		1	1	Job

# **TECHNICAL SPECIFICATION**

# 300 KVA ±20%THREE PHASE VOLTAGE STABILZER

Three phase digital voltage stabilizer having three separate control circuits, individually regulate each phase and are therefore suitable for unbalanced lines & load unbalance between phases to 100%.

and are therefore suitable for unbalanced line	s & load unbalance between phases to 100%.
FREQUENCY	50/60 Hz +/- 5%
ADMITTED LOAD VARIATION	up to 100%
ADMITTED LOAD UNBALANCE	up to 100%
MAINS WAVEFORM DISTORTION INCREMENT	< 0.2%
COOLING	Natural air
AMBIENT TEMPERATURE	-25 /+45 °C
STORAGE TEMPERATURE	-25/+60°C
RELATIVE HUMIDITY	95%
ADMITTED OVERLOAD	200% 2min
COLOUR	RAL 7035
PROTECTION	IP 21
INSTALLATION	Indoor
Rated power	300 kVA - continuous duty - INDOOR INSTALLATION
Input voltage	3PH+N 400/230 VAC 3PH and 4 wires
Input voltage range	400/230 VAC +/-20% From 320V up to 480V for three phase L- L
input voitage range	: From 184V up to 276V for single phase L- N
Output voltage	3PH+N 400/230 or 380/220 VAC selectable
Output voltage accuracy	± 0.5 % RMS stabilized
Frequency	0 to 100%
Admitted load variation *Admitted	0 to 100% designed to run lighting, battery chargers, air
Admitted load variation. Admitted	Conditioners, compressor, industrial machines in
	up to 100% designed to run lighting, battery chargers, air
load unbalance *Load type	Conditioners, compressor, industrial machines in an unheated
	and/or unventilated building
Maximum Input Current	543 A
Operation type *Operation control system	Electro Servo mechanical, motor drive controlled unit sensed by
	solid state electronics, conformal
Correction speed	15 ms/V
Power factor of the load	any
Power factor of the load	< 0,2 % - nil and none added
Waveform distortion *Full load efficiency	> 98% at 100% linear load
Note	
1- 3 Year Parts and Labor warranty for all co	•
2- Prices must be quoted for each item sep	arately

# LOT # 2 - ITEM # 3 CHILLER & HVAC WORKS

Sr. No.	DESCRIPTION OF ITEMS	UNIT	QTY
1	Supply of DX Based Air cooled water chillers of capacity 120-KW each, operable	Nos	2
	on 400 volts 50-Hz with compatibility of Network configuration for Precision		
	application, at site complete in all respect.		
2	Rigging, Loading, Unloading, Lifting, Shifting & placement of air cooled chillers	Each	3
	at Roof top at designated places as shown on drawings complete in all respect.		
3	<u>Installation of Air Cooled DX Type Chillers</u> on Pre-Constructed Foundation,	Nos	3
	includes related leveling, arrangements with Spring isolation Pads, Field Power &		
	Mechanical connections on designated places as shown on drawings complete in		
	all respect or as advised by site engineer / PM.		
4	Supply , Installation & commissioning of Cassette Type Fan coil unit Capacity	Nos	1
	2TR, of approved brands as specified complete in all respect		
5	Supply, Installation & commissioning of End Suction, Centrifugal type Chilled	Nos	3
	<u>Water Pumps</u> of Minimum 70% efficiency with suitable Motor & efficiency for		
	100-GPM Flow with 125' feet-Head , Bronze Impeller, Coupling Guard and		
	leveled Common Metal Base, high efficiency bearing with block & Mechanical		
	Seal Complete in all respect (bidder has to re-calculate the pump head, prior to		
	order, in accordance with actual chiller location and piping route)		
6	Supply & Installation of Pressurized <u>Expansion Tank</u> For Chilled Water Circuit	Job	1
	suitable for system volume to be calculated by vendor, Max system Pressure of		
	80-100-Psi Complete with , Base Platform, Air Vent , Drain Cocks, Service Cock,		
	Connection Ports, Insulation, Make Up Water Connection, Cladding etc. at		
_	proposed location on drawings or as advised by site engineer / in charge		1
7	Supply & Installation of <u>Air Separator unit</u> complete with Gauges, Cock, Water	Job	1
	Intake Connections, Stand, support & allied accessories and instrument complete		
0	in all respect.	Lab	1
8	Supply of complete Chemical Dosing solution Manual "Chilled water Close Circuit	Job	1
	suitable for water volume of 3.4-Cubic Meter" with related Inspection, testing &		
9	Dosing Arrangements near to chillers.		
9	Supply & installation works for following <u>Seamless MS-Schedule-40</u> Piping system with all matching fittings, Connections, Welding, fabrication, Painting		
	where necessary, Permanent Metallic supports / Hangers as per Drawing details		
	& route shown on drawings or advised by engineer /PM, complete in all respects.		
9.1	Dia 5"	RFT	80
9.2	Dia 4"	RFT	775
9.3	Dia 3"	RFT	250
9.4	Dia 2-1/2"	RFT	135
9.5	Dia 2"	RFT	24
9.6	Dia 1-1/2"	RFT	180
9.7	Dia 1"	RFT	12
9.8	Dia 3/4"	RFT	12
10	Supply & Installation of High Density Fire rated FM-Approved Elastomeric Close		
	Cell 25mm-Thick insulation with Vapor Barrier, Wrapping, Sealing for following		
	Size of Piping, Complete in all respects as advised by engineer /PM.		
10.1	Dia 5"	RFT	80
10.2	Dia 4"	RFT	775
10.3	Dia 3"	RFT	250
10.4	Dia 2-1/2"	RFT	135
10.5	Dia 2"	RFT	24
10.6	Dia 1-1/2"	RFT	180
10.7	Dia 1"	RFT	12
10.8	Dia 3/4"	RFT	12
11	Supply & Installation of prime quality <b>G.I sheet cladding</b> with on exposed or	SFT	4,500
	where necessary chilled water piping and accessories complete with Cutting,		/= 3-3
	Fitting, Sealing in all respect		
12	Supply & Installation of superior quality & following size of Gate Valve with		1

	matching flanges, Gaskets & Supports as per drawings, Complete in all respects		
12.1	Dia 4"	Nos	8
12.2	Dia 3"	Nos	6
12.3	Dia 2-1/2"	Nos	8
12.4	Dia 1- 1/2"	Nos	18
12.5	Dia 1"	Nos	2
12.6	Dia 3/4"	Nos	3
13	Supply & Installation of superior quality & following size of <u>Butter fly valves</u> with matching flanges, Gaskets & Supports as per drawings, Complete in all respects		
13.1	Dia 3"	Nos	12
13.2	Dia 2-1/2"	Nos	4
14	Supply & Installation of superior quality of following size of Combination Flow Regulating Valve "CFRV" with matching Fittings, support & Finishing as per drawing Complete in all respects		
14.1	Dia 3"	Nos	3
14.2	Dia 2-1/2"	Nos	3
14.3	Dia 1-1/2"	Nos	10
14.4	Dia 3/4"	Nos	2
15	Supply & Installation of superior quality <u>Y-Type Strainer</u> for Piping circuit of following size with all matching Fittings & Finishing as per drawing & Complete in all respects		
15.1	Dia 3"	Nos	3
15.2	Dia 2-1/2"	Nos	4
15.3	Dia 1-1/2"	Nos	5
16	Supply & Installation of superior quality & following size of Swing Type Check  Valve on Pumps discharge & at chillers with all Fitting & Finishing as per drawing & Complete in all respects		
16.1	Dia 3"	Nos	5
16.2	Dia 2-1/2"	Nos	2
17	Supply & Installation of best quality bronze <u>Ball Valve</u> with Reducer & Sockets Complete with sockets.		
17.1	Dia 1"	Nos	2
17.2	Dia 3/4"	Nos	4
18	Supply & Installation of <u>Rubber flexible connector</u> with matching flanges, includes all Fitting, cutting & supports, complete in all respects		
18.1	Dia 3"	Nos	3
18.2	Dia 2-1/2"	Nos	3
19	Supply & installation of 2 way <u>Motorized valve</u> ON/OFF two positions, operable on 220v, for fan coil unit complete in all respect.	Nos	1
20	Supply & installation of <u>GI Pipe</u> , with fittings & connections for makeup water supply for chillers / maintenance size 1 inch Dia with Valves, fittings, accessories, trucking and supports at roof top or proposed by engineer / PM complete in all respect.	RFT	40
21	Supply & installation of <u>Copper Pipe</u> , size 1 inch Dia with insulation, tapping, fittings, accessories and supports for chilled water supply and return complete in all respect.	RFT	16
22	Supply & installation of Best Quality <u>PPRC Pipe</u> of Dia 1" for humidifier supply in DC & Chillers. Make up water at Roof-Top with all cutting, laying, supports, valve & connection with equipment complete in all respects as mentioned on existing drawings available with the purchaser.	RFT	270
23	Supply & Installation of following size of <u>UPVC Pipe</u> best quality for Condensate Drain as per drawing & instruction of site In charge includes all Laying, insulating, rapping, , Fixing, Cutting, Routing, Units Connections "Complete in all respects.		
23.1	Dia 2.5"	RFT	250
23.2	Dia 1.5"	RFT	70
23.3	Dia 3.4"	RFT	24
24	Supply & Installation of 4" Dial Type <u>Pressure Gauge</u> Glycerin Filled 1 to 5-Bar With Siphon & Cock Complete with sockets.	Nos	12
25	Supply & Installation of colored alcohol filled best quality <b>Thermometer</b> of range	Nos	12

	10 to 120 Fahrenheit With Cock & Valve complete with sockets.		
26	Supply & Installation of Superior Construction & Quality <u>Air Vents</u> with Shut Off Valve "Brass" Complete in All respect.	Nos	6
27	Supply & installation of Power cable 70mm Square 4-core from each chiller to its correspond breaker inside Building Panel, includes all Conducting, Laying, Dressing, Routing, & connections complete in all respect.	MTR	300
28	Supply & installation of Power cable 25mm Square 4-core from each chilled water pump to its correspond breaker inside Building Panel, includes all Conducting, Laying, Dressing, Routing, & connections complete in all respect.	MTR	200
29	Supply & installation of Power cable 16mm Square 4-core from each chilled water pump to its correspond breaker inside Building Panel, includes all Conducting, Laying, Dressing, Routing, & connections complete in all respect.	MTR	300
30	Supply & installation of Power cable 10mm Square 4-core from each chilled water pump to its correspond breaker inside Building Panel, includes all Conducting, Laying, Dressing, Routing, & connections complete in all respect.	MTR	150
31	Supply & installation of Earth cable 70-mm Square 1-core from each chiller to its correspond Earth Point or Panel, includes all Conducting, Laying, Dressing, Routing, & connections complete in all respect.	MTR	100
32	Supply & installation of Earth cable 10-mm Square 1-core from each chiller to its correspond Earth Point or Panel, includes all Conducting, Laying, Dressing, Routing, & connections complete in all respect.	MTR	100
33	Supply & installation of electrical panel consist on 2 x star delta or equivalent starter two chilled water pump complete in all respect.	Nos	1
34	Supply & installation of communication wiring for integration between chiller, shielded flexible cable & Termination of HVAC Alarm Cable & Integration with BMS system for DC status complete in all respect.	Job	1
35	Supply, hanging fixing installation, copper piping connection of Fan coil units with motorized valves, control wiring, startup testing commissioning complete with all respect. Each fcu approx. 20ft piping @ 3/4".	Nos	5
36	Related Civil work for Chillers, Pumps Foundation, Roof Opening, Concrete Covers, Chiseling, Core Cutting, Patching & Plastering finish in all respect as mentioned in drawings or advised by engineer / in-charge.	Job	1
37	Services for Water & Air System Testing, Chilled Water Circuit TAB work, Configuration Checks, Commissioning & Test Run of overall system with documentation, Reports for formal handing Over to purchaser to its entire satisfaction & Complete in all respects.	Job	1
38	Services for complete one Month Operational Test Run after successful handing over of system, rectification of faults to entire satisfaction of Purchaser engineer in-charge.	Job	1
39	Integration and configuration of the complete system with existing DCIM of the facility for remote monitoring and control.	Job	1

**By Filling above BOQ bidder confirms that:** All above quoted prices are inclusive of all type of taxes, custom clearances, labor charges, materials & tools for works, Transportation, handling, and payable as per actual work done witnessed & approved by the owner Engineer / PM.

# **Technical Specifications (Chillers)**

# **0.1.1.** General Requirements

The Supplier shall deliver the Equipment's to the site and ensure compatibility of the Equipment with overall system requirements & Specifications viz. Electrical Works, water circulation etc. for additional information required by him in this connection, and not stated in these specifications, shall be obtained from the Owner, his representative or Consultant/Engineers.

# 0.1.2. Supplier's Responsibilities for Assembling, testing, start-up & commissioning

- a) The Supplier shall provide both written & soft installation, testing commissioning and Operating instructions, including foundation drawings as specified.
- b) Upon completion of equipment installation, the Supplier shall certify that the equipment has been installed according to the manufacturer's instructions, and the Supplier will depute his technical staff for testing and commissioning of the supplied equipment. The Supplier is also required to verify the results of all the tests carried out at site on the equipment.

#### 0.1.3 Performance Guarantee

(a) The Supplier shall guarantee all equipment furnished by him under this contract are free from all defects in design, workmanship and materials for a period of Three years, All equipment's, shall be of capacities under the specified conditions of operation as given in the Schedule of Equipment. All components & parts to be heavy duty type and suitable for continuous operation.

Should such goods, during the above guarantee period, be found to be defective for the reasons stated above, the Supplier shall promptly repair or remove and replace such equipment at site without cost to the Owner. The equipment so required or replaced shall be in conformity with the specifications.

If after due notice the Supplier fails, within 30 days from the receipt of such a notice, to take prompt and adequate steps in order to repair or replace the defective part, the Owner may arrange for such repair or replacement, the cost of which will be reimbursed in full by the Supplier. The Supplier's guarantee does not cover normal wear and tear.

(b) The Supplier's liability shall be limited to the replacement of defective parts in his own equipment or manufacture of those of his sub Suppliers under repair use and arising solely from faulty design, material, or workmanship provided always that such defective parts are not repairable at the site, and are not essential in the meantime for commercial use of the equipment, and will be promptly returned to the Supplier's or sub-Supplier's factory unless otherwise arranged.

All replacement shall be made free of cost at the site by the Supplier and the return of defective parts to the Supplier's or sub-Supplier's factory shall be the Supplier's responsibility and shall be made at his expense. The Owner will, however, render such assistance as necessary to expedite the same. In the case of defective parts not repairable at the site but essential in the meantime for the commercial use of the equipment, the Supplier shall replace free of cost at the site the said defective parts before the defective parts are removed from the site.

No foreign exchange or duties will be paid by the Owner for repair/replacement of defective parts during guarantee period.

#### **0.1.4 Foundations and Installation Drawings**

Within the time stipulated by the purchaser, the Supplier shall submit to Engineer for review detailed foundation and installation drawings for the equipment. Manufacturer's standard catalogues indicating foundation requirements and method of installation shall not be accepted in lieu of customized foundation and installation drawings. The foundation drawings for different equipment shall be submitted within the period as mentioned above. Three copies of each drawing shall be submitted.

Equipment layout is to be detailed on installation drawings showing the exact method of installing and clearly illustrating components to be used in making of connections.

### **0.1.5 Operation and Maintenance Manuals.**

Hard & Soft copies of O&M Manuals including erection instructions in form of published/typed installation manual shall be provided by the Supplier to the Consultant/Engineer for review at the time of delivery of equipment at site.

These instructions shall include full and detailed instructions for the guidance of the installation Contractor as to all procedures and practices to be observed in erecting, assembling and adjusting the equipment and as to the use of erection tools and plant. It shall include or to be accompanied by drawings, clearly showing erection marking and particularly in match-making and shall embody in particular full statement as to the erection tolerances to be observed.

This shall also include full instructions of the maintenance of the equipment not only during the Supplier's warranty period but more particularly during its operating life. The directions shall be set out simply. Clearly include full list of all routine checks and their timing, direction as to fault finding, total of all routine checks, in the form of check sheets for daily, weekly, monthly, quarterly, half yearly, yearly and any other periodic checks recommended by the manufacturer. This manual should recommended complete instructions for trouble-shooting and maintenance of all necessary adjustment to the equipment. This should also include complete catalogues with spare parts with enlarged views of the equipment and relevant parts numbers to facilitate

identification and ordering standards throughout the operating life of the equipment.

## **Detailed Specifications**

- 1. **GENERAL**
- 1.1 All equipment shall be of such overall dimensions, operating weights service area.

Requirements and configuration that it can be located where shown on the plans without any adverse effect on its performance and clearance requirements.

- 1.2 All equipment supplied under this section shall be brand new, factory manufactured and factory assembled and complete in all respects. The type, characteristics, capacity rating, component sections of all equipment shall be as scheduled in the drawings & elsewhere in the document.
- 1.3 All equipment & allied parts furnished by the Supplier shall include vibration isolation mounting pads, Anchors bolts, frames or any other mounting or supporting accessories.
- 1.4 All power driven equipment shall include motor drives, and motor foundation bases and accessories.

#### 2. Accessories

The following accessories shall include:

- i. Vibration isolators.
- ii. Access door before and after each section
- iii. Auto air vent.

#### **CHILLER (Electrical Air-Cooled)**

#### **General Requirements**

#### 2.1 SUMMARY

The air cooled chiller shall be designed for mission critical applications, such as data centers, IT rooms, industrial processes, and comfort cooling, where high performance is required. The unit shall work according to refrigeration cycles, with environmentally friendly refrigerant R410A.

The condenser shall be made-up of finned air coils, proportioned to operate at high ambient temperatures. The evaporator shall consist of a high efficiency brazed plate heat exchanger in stainless steel, insulated with closed cell expanded polyurethane. The units shall be installed with high-efficiency, low-noise, hermetic scroll compressors, on single or double cooling circuits, as per requirement.

Energy efficiency will be the key feature therefore the unit's component selection and the sizing shall be performed to minimize energy consumption. In addition to the standard features, optional accessories such as Electronic Commutated (EC) Motor fans and an Electronic Expansion Valve, controlled by the unit main board, shall be available, if required.

The unit shall be equipped with, as standard, the modulating condensation control and completely closed enclosures for the compressor, to ensure both noise containment and protection. Soundproofed compressor enclosures shall be available as an option.

To meet different design requirements, the unit shall be available with integrated LAN card to connect up multiple units together. The integrated main board shall monitor and optimize any operating condition, improving efficiency, ensuring reliability, and ensuring immediate cooling load is provided due to the quick restart procedure.

# 2.2 DESIGN REQUIREMENTS

The required system is described in the following specification;

- Nominal cooling capacity = 125kW or higher.
- Total cooling capacity at design conditions = 105kW minimum.
- Design ambient temperature = 46°C.
- Inlet water temperature = 12°C.
- Outlet water temperature = 7°C.
- Water flow rate = 300 liter/ min.
- Altitude = 217m
- Fouling Factor = 0.05m<sup>2</sup>°C/kW

- Power supply = 400[V]/3[Ph]/50[Hz].
- Chiller Integrated Part Load Value = 4.75 or better
- Chiller ESEER = 4.3 or better
- Noise pressure level @ 10m distance = 54.0 dB(A) at nominal conditions or better

#### 2.3 SUBMITTALS

Submittals shall be provided with the proposal and shall include: capacity data, electrical data, physical data, electrical connection drawing, and piping connection drawing.

#### 2.4 QUALITY ASSURANCE

The unit shall be completely factory-tested prior to shipment. Each unit must be shipped with a completed test report to verify completion of factory testing procedure. Factory testing shall include, but not be limited to the following:

- complete pressure and leak testing to ensure unit integrity,
- "Hi-Pot" test,
- Controls calibration, and setting.

Hydraulic circuits shall be completely tested, pre-charged with nitrogen and isolated before shipping.

#### PART 2 — PRODUCT

#### Overview:

The unit shall be of an air-cooled type chiller designed for the production of chilled water with high-performance features. The unit must ensure operating conditions with ambient temperatures with the design requirements stated above. Maximum ambient temperature conditions are to be ensured at full-load conditions, while unloading procedures are only to be accepted as emergency procedure.

### **Supporting structure and panels:**

- 1. The frame shall be self-supporting and constructed of galvanized steel welded for maximum strength.
- 2. All exterior panels and frame shall be finished in polyester powder. The painting must conform to ASTM B117 standard.
- 3. The external screws shall be made entirely from stainless steel. Rivets shall only be accepted on constructing frame parts.
- 4. The closing mechanism on the casing must give an IP54 level of protection. All panels that need ordinary openings are to be provided with quarter-turn screws, while panels that need to be removed during ordinary maintenance shall be fixed with screws.
- 5. The chiller shall be supplied with pre-designed kit for lifting/ placement of chiller safely without damage.

# Refrigerant:

1. The unit shall be designed for use with the ecological refrigerant R410A in order to not damage the ozone layer and minimize its impact on global warming (GWP).

### **Compressors:**

- 1. According to the requirement, the unit shall be equipped with two hermetic scroll compressors with internal thermal protection, discharge gas thermal protection, phase sequence control, safety internal valve, non-return discharge valve, oil level glass, anti-vibration supports, and crankcase heaters.
- 2. Each compressor shall be installed inside dedicated housing for noise impact reduction and safe operation and protection.
- 3. The compressors must be connected in parallel on the cooling circuit, so the unit can provide two capacity steps at any time, guaranteeing a modular cooling capacity and high part load efficiency.
- 4. The compressors shall be provided with suction shut-off valves on the suction line of each "tandem" compressor.

## **Evaporator:**

- 1. The user side heat exchanger (water side) must be a brazed plate type, made entirely from stainless steel, with direct-expansion and counter-current flows.
- 2. The heat exchange surface shall be configured to maximize the exchange coefficient with minimal pressure drops.
- 3. Input and output connections have to be fitted with air bleeder and draining valves. An internal closed-cell neoprene insulation shall be provided to prevent the formation of condensation and reduce thermal waste.

### Condenser:

1. The source side heat exchanger (air side) must consist of heat exchange coils with aluminum fins and

- internally grooved copper tubes mechanically expanded in order to obtain optimum metallic contact for maximum exchange efficiency.
- 2. The coil must be fitted with an integrated sub-cooling circuit to increase energy efficiency and the refrigerant distribution across the heat exchanger.

#### Fan Section:

- 1. The fan section shall be equipped with statically and dynamically balanced, sickle-blade axial Acoustic-Composite Fans.
- 2. The fans shall be made from composite materials based on aluminum and reinforced plastic material for high efficiency and low acoustic impact.
- 3. The fans shall be equipped with safety protection grilles.
- 4. Modulating condensation control must be allowed with continuous regulation of the fans speed.

#### **Refrigeration Circuit:**

1. The refrigerant circuit(s) shall comply with EC standards (PED 97/23/CE), with copper tubing including: filter dryer, liquid sight glass, expansion valve, solenoid valve on the liquid line, water-flow differential pressure switch, high and low pressure transducer, and high and low pressure manometer.

#### **Electrical Panel:**

- 1. The electrical panel shall be placed in areas complying with EC standards (2006/95/EC and EMC 2004/108/EC Directives), ensuring an IP54 protection level.
- 2. The electrical panel shall have, at least, the following;
  - Lockable general cut-off switch
  - Electrical distribution bars
  - Acquisition of the absorbed current
  - Maximum/minimum internal temperature control
  - Thermo-magnetic protection for compressors and auxiliaries
  - Fuses on the fans
  - Auxiliary transformer at 24V and 230V
  - Phase sequence control and minimum/maximum power supply and voltage and phase displacement

#### **Microprocessor Controller:**

- 1. Monitoring and Configuration: The microprocessor control system shall be equipped with a display interface with the display visible without opening the electrical panel. The display interface shall permit the monitoring and management of the chiller with special attention to the Local Area Network (LAN) optimization.
- 2. Controls: The microprocessor controller shall allow the user to navigate between menus, select items, and input alphanumeric information.
- 3. Regulation:
  - Chilled water outlet temperature regulation by means of an exclusive PID algorithm
  - Modulating condensation pressure control
  - Double setpoint with contact selection
  - Setpoint compensation based on the external signal 0-10V, 4-20mA, 0-20mA
  - Setpoint compensation based on the external temperature (settable)
  - Rapid "quick start" procedure to reach total cooling capacity within three minutes
  - Unloading to protect unit operation even with temperatures that exceed the maximum
- 4. Operation:
  - Remote ON-OFF control
  - Limiting of absorbed current on the pre-set value or external signal
  - Monitoring of the absorbed power (optional)
  - High/low pressure transducer
  - Integrated clock card
  - Advanced anti-freeze protection on evaporator
- 5. Communication:
  - Integrated LAN card for local network connection of a group of chillers
  - TCP/IP serial adaptor with SNMP protocol support.
- 6. Safety/Alarms:
  - Emergency function to ensure continuity of service even in the event of sensor or transducer breakdown
  - Management of anti-freeze resistance and minimum temperature of the electric board
  - Advanced anti-freeze protection on the evaporator
  - Alarm events history (date and time of event)

- General alarm contact (addressable)
- Addressable alarm contacts (2 in total)
- Compressor function analysis
- Compressor rotation (FIFO logic)
- Compressor operation hours run
- Programmed maintenance threshold signaling

#### Certifications:

Offered units shall comply with the following directives:

- 2006/42/EC (referring standard EN ISO 12100)
- 2004/108/EC (referring standard IEC 61000-6-1, IEC 61000-6-3, IEC 61000-3-2, IEC 610003-3, EN 55014-1, EN 55014-2)
- 2006/95/EC (referring standard IEC 60335-2-40)
- 97/23/EC (referring standard EN 378-2)
- 842/2006/EC F-GAS

#### Testing:

The unit shall be completely tested at the end of the production process. Procedures are to include protection, operation, safety, and functional test. A complete report of these tests shall be available on request.

# 1. HYDRONIC Piping & Specialties

# 1.1. Piping Material:

- a) Seamless Black Steel Piping: Seamless black-steel piping, Schedule 40 conforming to ASTM A53.
- **b)** Mild Steel Pipe: conforming to BS 1387 (medium series), screwed upto 50mm (2 inch) & welded above Ø 50mm (2 inch).
- c) Mild Steel Pipe: conforming to ASTM A53, Schedule 40, screwed upto 50mm (2 inch)
- **d)** Galvanized Iron Pipe: G.I. Pipe shall conform to BS 1387 of 1957 (Medium Series), welded type. Fittings shall be of galvanized malleable iron. Fittings upto 100mm shall be screwed.
- e) Copper Tubing: shall be type 'K' hard seamless, confirming to BS 1172 and manufactured to BS 2871; Pt.1, Table X. Fittings shall be of wrought copper conforming to BS 864, Pt.2.
- **f)** UPVC Piping: Pressure piping conforming to ASTM D1785 or BS 3505 of 1968. Jointing shall be solvent welded. Fittings shall be injection molded of high density.

# 1.2. Fittings & Flanges:

- a) Fittings shall be forged, compatible to the pipe. Welded fittings shall be butt-welding type.
   Galvanized piping shall be provided with galvanized fittings with threads. All fittings shall be rated for minimum 10 bars SWP.
- b) Flanges shall be slip-on type & shall conform to ANSI B16.5. Galvanized piping shall be provided with galvanized threaded flanges. All flanges shall be rated for minimum 10 bars SWP.

# 1.3. Drains:

Shall be provided at all low points to ensure complete drainage of the piping. Drains from steam lines shall be provided with steam traps. All air handling units and fan coil units shall be provided with condensate drains, which shall be installed with a gradient of 1% (one percent) in the direction of the flow. Drains indicated to be connected to sanitary sewer system shall be connected by means of an indirect waste. Clean-outs and water seals shall be provided for cleaning. Water seals shall be provided in the condensate drains of all units. The depth of the seal shall be at least equal to 1.5 times the total static pressure rating of the unit to which the seal is connected. Water seals shall be constructed of two tees and an appropriate U-bend, with the open end of each tee plugged tight. All drains connected to pressurized circuit shall be provided with Ø 20mm gate valves.

#### 1.4. Automatic Air Vents for Liquid Systems:

Automatic air vents shall be suitable for liquid systems. Body and cover shall be of malleable iron. Float & Valve seat shall be of stainless steel. Valve head shall be of Viton (Synthetic Rubber) or equivalent. Connections shall be 13mm or 20mm as specified, screwed BSP. Vents shall be suitable for service upto 125 SWP (8.5bars) & 250°F (120°C) service.

Vents shall be similar to model AE 550 manufactured by SPIRAX-SARCO or equivalent.

Air vents shall be provided at all high points, on all water coils, and where shown on the drawings to ensure adequate venting of the piping system. A ball valve shall be provided to isolate the vent. The vent outlet shall be piped to a nearby convenient drain using suitable diameter flexible transparent PVC tubing.

#### 1.5. Expansion Joints:

 Expansion joints shall also provide in all lines subject to temperature changes where indicated or required to relieve strain developed in lines due to temperature increase or decrease.
 Pipe alignment guides shall be installed as recommended by the joint manufacturer but in any case not more than 1.5m on each side of expansion joint, except in lines 100mm or smaller they may not be over 600mm on each side of joint.

b) Anchors shall be provided wherever necessary or indicated to localize expansion or to prevent undue strain on piping. Anchors shall consist of heavy steel collars with lugs and bolts for clamping and attaching anchor braces, unless otherwise indicated. Anchor braces shall be installed in the most effective manner to secure the desired results, using turnbuckles wherever required. Anchors, supports or stays shall be attached in places where such supports will not injure the construction during installation or damage the structure by the weight or expansion of the pipeline. Detailed drawings of pipe anchors shall be submitted for approval before installation.

#### 1.6. Flexible Connectors:

Flexible connectors shall be constructed of rubber, tetrafluoroethylene resin, or corrosion resisting steel, bronze, monel or galvanized steel. The material used and the configuration shall be suitable for pressure, vacuum, temperature and circulation medium. The flexible sections may have threaded, welding, soldering, flanged or socket ends and shall be suitable for service intended. The flexible section may be reinforced with metal retaining rings, with built in reinforcement and restriction bolts or with wire braid cover suitable for the service intended. Flanged assemblies shall be equipped with limit bolts to restrict maximum travel within limits standard with the manufacturer. Unless otherwise shown on the drawings, the length of the flexible connector shall be as recommended by the manufacturer for the service intended. Internal sleeves or liners shall be provided when recommended by the manufacturer suitable for the circulating medium. Covers to protect the bellows will be provided where necessary or directed. Flexible connectors shall be designed for 125Psi (8.5 bars) service, and 250°F (120 °C).

Flexible pipe connectors shall be installed on piping connected to equipment where indicated on the drawings. Installation shall be in accordance with manufacturer's recommendations.

#### 1.7. Flow Switches:

- a) Flow switches shall be as per manufacturer's standard, comprising a water or air-immersed vane, deflection of which activates an adjustable electrical switch.
- b) Vane and spindle assembly shall be fabricated from stainless steel, the joint between vane and spindle being argon arc welded.
- c) The instrument head shall comprise a switch unit and terminal block enclosed in cast aluminium alloy housing with bolted cover and neoprene gasket.
- d) The mounting unit shall be of brass, and be screwed 25mm for insertion in the pipe work.
- e) Flow switches shall be suitable for the working pressures and temperatures encountered.

#### 1.8. Installation:

- General: Pipes shall be cut accurately to measurements established at the job site and worked into place without springing or forcing, properly clearing all windows, doors and other openings. Excessive cutting or other weakening of the building structure to facilitate piping installation will not be permitted without written approval. Layout drawings required under the title of "Approval of Material & Equipment" shall show locations of all supports, the load imposed on each fastening or anchor, typical details for special anchorage, for suspended piping, valves, tank, pumps, converters, and other mechanical equipment. Where supports are required between structural framing members, suitable intermediate metal framing shall be provided and detailed. Pipe shall have burrs removed by reaming and shall be installed to permit free expansion and contraction without damage to joints and hangers. Changes in direction shall be made with fittings, except that bending of pipe 100mm and smaller will be permitted provided a pipe bender is used and wide-sweep bends are formed. The center line radius of bends shall not be less than 6 diameters of the pipe. Bent pipe showing kinks, wrinkles, flattening or other malformations will not be accepted. All piping shall be installed with sufficient pitch to ensure adequate drainage and venting. Piping connections to equipment shall be provided with unions or flanges. Open ends of pipelines or equipment shall be properly capped or plugged during installation to keep dirt and other foreign matters out of the
- b) Screwed joints: shall be made with tapered threads properly cut. Joints shall be made tight with a stiff mixture of lethargy and glycerin, or polytetrafluoroethylene (PTFE) tape, or approved thread joint compound applied to the male thread only. Not more than three threads shall show after the joint is made up. For steam piping do not use PTFE tape.
- c) Welded joints: shall be fusion welded by metal arc welding method unless otherwise required. Changes in direction of piping shall be made with welding fittings only. Mitering or notching pipe to form elbows & tees or other similar construction will not be permitted. Branch connections shall be made with welding tees or forged welding tees or forged welding outlets. Field and shop bevels shall be in accordance with the recognized standards and shall be done

mechanically by means of flame cutting. Where beveling is done by flame cutting, surfaces shall be clean of scale and oxidation prior to welding.

Before welding, the component parts to be welded shall be aligned so that no strain is placed on

the weld when finally positioned. Height shall be so aligned that no part of the pipe wall is offset by more than 20% of the wall thickness. Flanges and branches shall be set true. This alignment shall be preserved during the welding operation.

Removing and replacing defective welds shall be at no additional cost to the Owner. Repairing of defective welds by adding new material over the defects or by peeling will not be permitted. Electrodes shall be stored in a dry heated area and shall be kept free of moisture or dampness during fabrication operations. Electrodes that have lost part of their coating shall be discarded.

d) Flanges and Unions: shall be faced true. Flanges shall be provided with 1.6mm gasket of material suitable for specified usage, but shall not use asbestos, and made square and tight. Except where copper tubing is used, union or flange joints shall be provided in each line immediately preceding the connection to each piece of equipment such as coils, pumps, control valves & other similar items.

#### 1.9. Pressure Testing:

Water and steam piping shall be hydrostatically tested at a pressure equal to 150% of the maximum operating pressure, but not less than 150psi (10 bars), for a period of time sufficient to inspect every joint in the system but in no case less than two hours. No loss of pressure will be allowed. Leaks found during tests shall be repaired by rewilding or replacing pipe or fittings. Caulking of joints will not be permitted. Concealed piping shall be tested in place before concealing. Tests shall be conducted in the presence of the purchaser or the purchaser's representative who shall be given 10 days' notice before any test is to be conducted. All material, equipment or instruments required for tests shall be provided by the Contractor.

#### Note

- 1- 3 Year Parts and Labor warranty for all components on site
- 2- Prices must be quoted for each item separately

# LOT # 3 FIREWALL

Sr. No.	Specifications Required		
Hardw	vare Specs		
	LAN Interfaces	2 X 10 GE SFP, 12 X 10/100/1000(RJ45), 8 X GE SFP, 2 X mgmt Interface. (Multimode 2 X10 G, 4 X GE Multimode and 4 X GE Single mode Transceiver should be included)	
	Storage	50 Gbps and Above	
	USB Ports	1	
	Power Supply	Redundant Power Supply (Hotswapable)	
	Warranty with licenses	3 Years 24X7X4	
Perfor	mance		
1	Firewall Throughput (1518 / 512 / 64 byte UDP packets)	20 / 20 /20 Gbps Or Above	
2	Firewall Throughput (Packets Per Second)	30 Mpps or Above	
3	Concurrent Sessions (TCP)	5 Million or Above	
4	New Sessions/Second (TCP)	100000 or Above	
5	Firewall Policies	2000 or Above	
6	IPsec VPN Throughput (512 byte packets)	8 Gbps or Above	
7	Gateway-to-Gateway IPsec VPN Tunnels	2000 or Above	
8	Client-to-Gateway IPsec VPN Tunnels	45000 or Above	
9	SSL-VPN Throughput	1 Gbps or Above	
	Concurrent SSL-VPN Users		
10	(Recommended Max)	10000 or Above	
11	IPS Throughput	6 Gbps or Above	
12	CAPWAP Clear-text Throughput (HTTP)	4 Gbps or Above	
13	Virtual Domains (Default / Maximum)	10 or Above	
14	High Availability Configurations	Active/Active, Active/Passive, Clustering	
15	Unlimited User Licenses	Not Restricted	
VPN F	eatures		
1	Concurrent VPN tunnels 5 or more	200 Gateway IPSec Site-to-Site	
2	Tunnel interfaces 5 or more	Supported	
3	DES (56-bit), 3DES (168-bit), and AES encryption	Supported	
4	MD5 and SHA-1 authentication	Supported	
5	Perfect Forward Secrecy Group 1,2,5	Supported	
6	Prevent replay attack	Supported	
7	Remote access VPN	Supported	
<del>-</del>	RAM and CPU must not increase from 35%		
8	with fully load	Supported	
Routir	ng		
1	Static Routes 4k or more OSPF Instances 4K or more	Supported	
2	OSPF routes 4K or more	Supported	
3	Source-based routing	Supported	
4	Policy-based routing	Supported	
5	Equal-cost multipath	Supported	
6	Reverse Path forwarding	Supported	
Admin	nistration		
1	Root admin, admin, and read-only user levels	Supported	
2	Software upgrades	Supported	
	gement		
1	Centralized Management	Supported, Centralized management would be done using	

2	Local Management	Supported
3	Secure Shell Access	Supported
End	of Sale/Life & Support	
1	Quoted Product Should not be End of Life/Sale for Prevailing 4 Years & End of Support for Prevailing 7 Years from date of order	Supported
Note	Note	
1-	3 Year Parts and Labor warranty for all compor	nents on site
2-	Prices must be quoted for each item separately	У

# **FORMS & OTHER REQUIRED DOCUMENTS**

# **ANNEXURE-B**

Address

<u>Technical Proposal Submission Form</u>
[Location, Date]
To(Name and address of Client / Purchaser)
Dear Sir,
We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with
your Request for Proposal/Tender Document No dated _(insert date)_ and our Proposal. We
are hereby submitting our Proposal, which includes the Technical Proposal and the Financia
Proposal sealed in two separate envelopes.
We undertake, if our Proposal is accepted, to provide supply ofrelated to the
assignment.
We also confirm that the Government of Pakistan / Punjab has not declared us, or any
ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We
furthermore, pledge not to indulge in such practices in competing for or in executing the Contract
and we are aware of the relevant provisions of the Proposal Document.
We understand you are not bound to accept any Proposal you receive.
We remain,
Yours sincerely,
Authorized Signature (Original)
(In full and initials)
(III full affu filluais)
Name and Designation of Signatory
Name of Firm
Hame of Fifth

# **ANNEXURE-C**

#### Financial Proposal Submission Form (Part of Financial Bid Envelope)

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Location, Date]
o _(Name and address of Client / Purchaser)_
Dear Sir,
We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with
our Request for Proposal No dated _(insert date)_ and our Technical Proposal. Our
ttached Financial Proposal is for the sum of _(insert amount in words and figures) This amount is
nclusive of all taxes.
Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in of the Proposal Data Sheet.
We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-
Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent,
ollusive, or coercive practices. We furthermore, pledge not to indulge in such practices in
ompeting for or in executing the Contract, and are aware of the relevant provisions of the Proposal
Pocument.
We understand you are not bound to accept any Proposal you receive.
Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

# **ANNEXURE-D**

# Price Schedule/ Financial Cost Sheet (separately for each lot)

Sr. No.	Item Description	No. of units	Price per unit (Excluding Tax) PKR	Tax Amount per unit (PKR)	Price per unit (Incl. Tax) PKR	Total Cost (No. of units * Per unit price incl. taxes)
1						
2						
Total Bid Price				х		

# NOTE:

- (i) X will determine the total bid cost for all items under each lot.
- (ii) Prices must be quoted for all items in each lot.
- (iii) Hardware quoted must be legally imported in Pakistan after paying all taxes.
- (iv) The Purchaser reserves exclusive rights to increase / decrease the quantities of the Hardware / IT Equipment / Software mentioned vide this tender document.
- (v) The Purchaser reserves exclusive rights to discard any item from LOT.

Total Cost (in words) Rs	
Date	
	Signature of authorized person
	Name:
(C	Company Seal)
In the capacity of	
Duly authority by	

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

# **ANNEXURE-E**

# Format for Covering Letter

То	(Name and address of Purchaser)
Sub:	·
Dear Si	r,
a)	Having examined the tender document and Appendixes we, the undersigned, in conformity
	with the said document, offer to provide the said items / Services on terms of reference to
	be signed upon the award of contract for the sum indicated as per financial bid.
b)	We undertake, if our proposal is accepted, to provide the items/services comprise in the
	contract within time frame specified, starting from the date of receipt of notification of
	award from the client Department / Office.
c)	We agree to abide by this proposal for the period of days (as per requirement of the
	project) from the date of bid opening and it shall remain binding upon us and may be
	accepted at any time before the expiration of that period.
d)	We agree to execute a contract in the form to be communicated by the _(insert name of the
	Purchaser)_, incorporating all agreements with such alterations or additions thereto as may
	be necessary to adapt such agreement to the circumstances of the standard.
e)	Unless and until a formal agreement is prepared and executed this proposal together with
	your written acceptance thereof shall constitute a binding contract agreement.
f)	We understand that you are not bound to accept a lowest or any bid you may receive, not to
	give any reason for rejection of any bid and that you will not defray any expenses incurred
	by us in biding.
	<del></del>

Authorized Signatures with Official Seal

#### **ANNEXURE-F**

# **INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

- a) To be executed by an authorized representative of the bidder.
- **b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- **d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

# Format of Power-of-Attorney

### **POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this	day of	20
For		
(Signature)		
(Name, Desig	nation and Address)	
Accepted		
(Signature)		
(Name, Title a	and Address of the Attorney)	
Date:		

# **ANNEXURE-G**

# **UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this	day of	20
Signature		
		(Company Seal)
In the capacity	, of	
Duly authorize	ed to sign bids fo	r and on behalf of:

#### ANNEXURE-H

# (To be submitted on legal stamp paper)

#### **AFFIDAVIT**

### (Integrity Pact)

We \_(Name of the bidder / supplier)\_ being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_(Name of the bidder company)\_ hereinafter called the Contractor to submit the attached bid to the \_(Name of the Purchaser)\_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_(Name of the Purchaser)\_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

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

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser.

	Signature & Stamp
Subscribed and sworn to me this day of 20	
	Notary Public

# **ANNEXURE-I**

# **PERFORMANCE SECURITY**

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name, Tender No
(hereinafter called "the Contract") for the Contract Value of PKR (in figure) (in words).
AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor sha furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Lette (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs
called "the Guarantor") has agreed to give the Contractor a Guarantee;
THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures) (in word) and undertakes to pay to the Purchaser, upon receipt of
his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:  1. If the Contractor commits a default under the Contract;
<ol> <li>If the Contractor fails to fulfill any of the obligations under the Contract;</li> <li>If the Contractor violates any of the provisions of the Contract.</li> </ol>
Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum i due to him.
Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.
This guarantee shall remain valid up to or until expiry of warranties support period or all obligations have been fulfilled in accordance with the Contract, <u>whichever is later</u> .
Date thisday of 2016.
<u>GUARANTOR</u>
Signature
CNIC #
Name
Designation
Address