

Tender Document No.: 126022026-1

**PROCUREMENT OF IT SOLUTIONS FOR PUNJAB FORENSICS SCIENCE
AGENCY (PFSA) DATA CENTER**

DC-07



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Section-I: Invitation to Bids

BIDDING DOCUMENTS FOR THE PROCUREMENT OF IT SOLUTIONS FOR PUNJAB FORENSICS SCIENCE AGENCY (PFSA) DATA CENTER – (DC-07)

1. E-Bids on Lot basis are invited from Bidders i.e., firms/companies/sole proprietor/ general order Service Providers/ (JVs, if applicable) etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). The bidders should submit E-bids against each Lot separately, as contracts will be awarded separately for each Lot. The E-bids shall be received as per single stage two envelope procedures.

LOT No.	Description	QTY	Estimated Total Cost	Bid Security (Fixed)
1	IT Solutions	-	-	-
	Endpoint Detection and Response (EDR) Solution	800	280,000,000	5,600,000
	Intelligent Network Detection and Response (NDR) Solution	1		
	Virtualization Infrastructure Solution for 50 Sockets	1		
	Virtual Desktop Infrastructure (VDI) Solution for 300 Concurrent Users	1		
	SIEM Solution	1		
	Data Loss Prevention (DLP) Solution	500		
	Storage for Backup	1		
	Next Generation Firewall	2		
	NAS with Hard Drive	10		
	Network Monitoring Solution	1		
	Windows Server 2025 Standard Edition Licenses	64 Core		
	Windows 11 Professional Edition Licenses	160		

2. All E-bids must be accompanied by a Bid Security of the estimated price, as mentioned in the Table above, in the name of “Punjab Information Technology Board”, and in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Late E-bids shall be rejected.
3. **The complete E-bids must be submitted online on e-Procurement System (EPADS) website i.e., <https://punjab.eprocure.gov.pk> as per the following schedule:**

Pre-Bid Meeting Date, Time & Place	05 March, 2026 @ 11:00 AM 11 th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.
E-bid Submission Date & Time	30 March, 2026 @ 11:00 AM
E-bid Opening Date & Time	30 March, 2026 @ 11:30 AM

4. **Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the conclusion of Bid Opening session at:**

Procurement Office

11th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.

Bidders are advised to ensure uploading the Bid on E-PADS Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on E-PADS Portal shall entirely be the responsibility of the bidder. PITB shall not be held responsible for any issues thereof. For any assistance regarding E-PADS Portal, system support email and phone numbers are provided hereunder:

5. Bidding Documents are immediately available after date of publication. Punjab Information Technology Board will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of E-bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from Punjab Information Technology Board's website <https://pitb.gov.pk/tendernotices>, and website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk>.
6. For electronic bids submission, bidders are requested to register at www.punjab.eprocure.gov.pk. For any queries regarding registration on EPADS please contact at: 1248.

Punjab Information Technology Board (PITB)

11th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (990000000), Fax: (+92) (42) (99232123)

URL: www.pitb.gov.pk

Section-II: Instructions to Bidders (ITB)

Note: - All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

2.1. Introduction

- | | |
|-------------------------------|---|
| 2.1.1 Scope of Bid | i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS. |
| 2.1.2 Source of Funds | i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued. |
| 2.1.3 Eligible Bidders | <ul style="list-style-type: none">i) The Invitation to Bids is open to all suppliers i.e., association of firms/companies/sole proprietor/ general order suppliers / (JV, if applicable), registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), and registered on e-Procurement System (EPADS), except as provided hereinafter.ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of |

the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

[It is upon procuring agency to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association and extent of their role shall be prescribed in BDS, in accordance with the guidelines issued by the PPRA].

- vi) The appointment of Lead Member in the Joint Venture, Consortium, or Association shall be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.
- vii) Any agreement that forms a Joint Venture, Consortium or Association shall be required to be submitted as part of the E-bid and shall be attested.
- viii) Any E-bid submitted by the Joint Venture, Consortium or Association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation

of the design, specifications and other documents to be used.

- b) Have controlling shareholders in common; or
- c) Receive or have received any direct or indirect subsidy from any of them; or
- d) Have the same legal representative for purposes of this E-bid; or
- e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xii) A Bidder may be ineligible if –

- (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A

of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, supplier or contractor is blacklisted/ debarred by any international organization.

- xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its E-bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer's Authorization Form
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form
 - (o) Contract Form
 - (p) Financial Bid Form / Price Schedule
 - (q) Performance Guarantee Form
 - (r) Check List

- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement or on the e-Procurement System (EPADS). The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. The Procuring Agency's response (including an explanation of the query but without identifying) will be uploaded on te-Procurement System (EPADS) for clarity of bidders.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through e-Procurement System (EPADS).
- iii) The Procuring Agency will within **three (03) working** days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than **seven (07) days** prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be uploaded on e-Procurement System (EPADS), including a description of the inquiry, but without identifying its source.

- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.
- vi) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders by uploading same on the e-Procurement System (EPADS). Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through e-Procurement System (EPADS), not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and

printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be **item wise and lot wise.**
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A E-bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its E-bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its E-bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its E-bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its E-bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods / software under the contract which the Bidder did not

manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer *[Manufacturer's Authorization form No. 8.3]* or producer to supply/provide the same in Pakistan;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, spare parts-stocking, and subscription obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its E-bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- (d) Optional Bid/Quote is not allowed. The bidders must comply with the requirements mentioned in SECTION – III and submit their bid accordingly against each item.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the E-bid, in the quantities, dimensions and other details requested in the BDS;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of E-bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the BDS.

{However, the procuring agency may also opt to ask for samples after submission of technical bids (where required)}
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the E-bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till **thirty (30) days** from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its E-bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its E-bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.7. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), / Demand Draft / Pay Order valid for**
 - Thirty (30) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later.**
- iv) Any E-bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than **Thirty (30) days** after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision

of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.

- vi) The successful Bidder’s Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its E-bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

**2.3.8. Period of
Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder’s consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email / through e-Procurement System (EPADS)). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare E-bid of the scanned documents in the form of PDF file and as per requirements in tender document.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of E-bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) All scanned pages of the E-Bid, shall be signed and stamped by the authorized person before scanning.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the E-Bid.
- v) The name and position held by each person signing the authorization must be typed or printed below the signature. All scanned pages of the E-Bid, shall be signed and stamped by the authorized person before scanning.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of E-bids

2.4.1 Sealing and Marking of Bids

- i) N/A
The complete Bids must be submitted online on e-Procurement System (EPADS) website i.e., <https://punjab.eprocure.gov.pk>

2.4.2 Deadline for Submission of E-bids

- i) E-Bids must be submitted on the e-Procurement System (EPADS) no later than the time and date specified in the Bid Data Sheet. Physical Bids received through courier services or delivered by the bidder, shall not be accepted.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- iii) E-Bids must be submitted on the e-Procurement System (EPADS) no later than the date and time specified in the **BDS**.

2.4.3. Late E-Bids

- i) E-Bids will not be accepted on the e-Procurement System (EPADS), after closing time. However, if any E-bid is submitted on the system after closing time due to some technical glitch in the e-Procurement System (EPADS), in that case bid shall be declared late and rejected.
- ii) The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of E-Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of E-Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of E-bids

- i) No E-bid may be modified after the deadline for submission of E-bids.
- ii) No E-bid may be withdrawn in the interval between the deadline for submission of E-bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a E-bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- iii) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- iv) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of E-Bids

2.5.1. Opening of E-bids by the Procuring Agency

- i) The Procuring Agency will open all e-Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) E-Bids shall be opened on the e-Procurement System (EPADS) one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each E-Bid, the presence or absence of Bid Security, Bid Securing

Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open on the e-Procurement System (EPADS) the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on the e-Procurement System (EPADS) until the specified time of their opening.
- iv) Technical e-bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send in a representative with the knowledge of the content of the e-Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's e-Bid.
- vi) No e-Bid will be rejected at the time of Bid opening except for late Bids (if any, submitted on system due to technical glitch), pursuant to **2.4.3 (i)**.
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a late bid, the Bid price if applicable.
- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the e-Procurement System (EPADS).
[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

**2.5.2.
Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of E-bids or award decisions may result in the rejection of its E-bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing on e-Procurement System (EPADS).

**2.5.3. Clarification
of E-bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of e-Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its e-Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The e-Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iv) From the time of e-Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any

matter related to the Bid it should do so on the e-Procurement System (EPADS) in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the E-Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis: -
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;

- c) Has been properly signed;
- d) Is accompanied by the required securities; and
- e) Is responsive to the requirements of the Bidding Documents.

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

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements, and Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and

the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

2.5.7. Conversion to Single Currency

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies as follows (if applicable):

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or lot wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the Procuring Agency

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-Bid, from the time of the Bid opening to the time the evaluation report is made public i.e., **10 days before the contract is awarded**. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so on the e-Procurement System (EPADS).

- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its complaint to the procuring agency, against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his e-Bid may lodge a complaint to the procuring agency, concerning his grievances **not later than ten (10) days after the announcement of the Final evaluation reports**. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance **within five (05) days of announcement of the technical evaluation report**. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining / receiving grievance petitions from the prospective bidders (if any).
- iv) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- v) The GRC shall investigate and decide upon the complaint within **fifteen (15) days** of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through e-Procurement System (EPADS) that its e-Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- i) **Within fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI)** from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to cancel the LOI and award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new E-bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its E-bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within fifteen (15) days of issuance of the notification of Contract award/Letter of Intent (LOI)**,

the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose E-bid has been determined to be responsive and has been determined to be the lowest evaluated E-bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

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

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All E-bids

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all E-bids or proposals (and to annul the E-bidding process) at any time prior to the acceptance of any E-bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the E-bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all E-bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the E-bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after E-bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

“17A. Blacklisting. – (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

21. Blacklisting. – (1) *A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) *The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

(4) *Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within **thirty (30) days** from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

(5) *Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within **thirty (30) days** of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

(6) *The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
 - (a) *precise allegation, against the bidder or Contractor;*
 - (b) *the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
 - (c) *the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of **seven (07) days** to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*

5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of **seven (07) days** to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within **fifteen (15) days** from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within **thirty (30) days**, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind
[Framework Contract Modality]

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
 - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III. Technical Specifications

3.1. Technical Specifications

Any brand names / model mentioned in the technical specifications of goods / services being solicited through this bidding document, are for reference only and the bidders may quote the any brand / model with equivalent specifications.

LOT NO. 1 IT SOLUTIONS

ITEM NO (I) ENDPOINT DETECTION AND RESPONSE (EDR) SOLUTION QTY (800)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
1	Must Quote above mentioned quantity of Endpoint Security for PC/ Workstation/ Linux/ Mac/ Servers		
2	The solution must provide protection for end-of-support systems include WIN7, Windows Server 2008,etc.		
3	The proposed solution must have same license for workstation and Server operating system		
4	The solution must have on-premises management platform		
5	The solution must supports P2P installation and upgrade to improve the efficiency of deploying and upgrading the agent on endpoints.		
6	The solution must support installation of agent on offline (air-gapped) endpoints		
7	During the installation of agents, the solution must support uninstallation of existing third party antivirus agents		
8	The solution must support customers to customize and modify the logo and name of the manager platform.		
9	The solution must support honeypot (bait files) to detect ransomware.		
10	The solution must support configuring specialized capabilities for ransomware prevention directly through the interface, reducing the complexity of policy configuration in ransomware prevention scenarios.		
11	The solution must provide a ransomware backup feature, enabling files to be backed up to an encrypted backup space.		
12	The solution must support setting the size limit for individual backed-up files and the total backup space usage to prevent excessive consumption of endpoint resources.		
13	The solution must provide recovery of snapshot image of the system if affected by ransomware encryption. The solution must periodically take a snapshot of the operating system (e.g., daily snapshot). User must be able to restore the snapshot directly from the agent console		
14	The solution must provide recovery of files affected by ransomware encryption. Files must be backed up in real-time before the malicious process starts encryption.		

15	The solution must provide secondary authentication capability for RDP session on windows server OS		
16	The solution must support trusted process whitelist: restrict endpoints to run only a set of legitimate processes and block all other processes.		
17	The solution must provide web-shell detection		
18	The solution must support setting up Scheduled Scans		
19	The solution must allow administrator to configure flexible scanning options to prioritize endpoints CPU and disk utilization over scanning		
20	The solution must provide forced scan channel for stubborn viruses		
21	The solution must provide brute force detection capabilities for SMB, RDP.		
22	The solution must have application control that prevents applications from performing actions that may be dangerous for the system.		
23	The solution must support easy searching and exporting asset inventory such as software and ports, processes, system information, and more, across all workstation and server assets.		
24	The solution must support providing a vulnerability list that allows searching for vulnerability information based on vulnerability name, CVE ID, vulnerability type, urgency level, etc.		
25	The solution must support uninstallation of antivirus agent remotely.		
26	The solution must support automatic grouping of newly added endpoints based on IP addresses		
27	The solution must supports threat hunting function to discover and track the attack methods of advanced threats		
28	The solution must have capabilities to allow administrators to isolate endpoints from the network		
29	The solution must support analyzing security events related to Memory Backdoors, PowerShell execution, Remote Command Execution, Reverse shells etc		
30	The solution must support remote support for endpoints by administrators.		
31	The solution must support integration and coordination with existing firewall devices, NDR and Security Operations Management devices in the network		
32	The solution must support integration with existing firewall for behavioral containment and threat remediation by terminating malicious processes		
33	The solution must support integration with NDR platform to provide threat remediation, Endpoint isolation, file quarantine, process blocking, domain blocking etc		
34	The proposed solution must possess the Gold OPSWAT Certification.		
35	The proposed solution must have achieved a perfect score in historical AV-TEST evaluations.		
36	The solution must have USB security control for unauthorized USB devices		
37	The solution must have Deep Learning / Artificial Intelligence malware detection		
38	Must Quote 3 Years 24/7 Software Technical support, upgrade & subscription Services backed by OEM.		

ITEM NO (II)			
INTELLIGENT NETWORK DETECTION AND RESPONSE (NDR) SOLUTION			
QTY (01)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
	SPECS FOR VIRTUAL NDR SERVER QTY:01		
1	Minimum supported Throughput: 2.8 Gbps or higher		
2	Must support Memory: 64 GB or higher		
3	Must support CPU: 3 GHz * 8 cores minimum		
4	Must support EPS/s: 4800 or higher		
5	Must support 120 GB SSD System Disk + 6 TB Data Hard Drive or higher		
	SPECS FOR PHYSICAL NETWORK TRAFFIC ANALYSIS APPLIANCE QTY: 01		
6	Minimum Throughput: 2.8 Gbps		
7	Minimum Memory: 8 GB		
8	Minimum Unique network devices analysis capability: 9800		
9	Minimum 450GB SSD Drive		
10	10/100/1000 BASE-T*4, 10GbE SFP+*2		
11	Redundant Power Supply		
	GENERAL REQUIREMENT		
12	Must have Both Agentless And Agent Based Solution		
13	The network traffic appliance must be physical appliance to Ingest All The Passive Network Traffic From Core Switch or multiple switches		
14	Must have Appliance Probe With 2.8 Gbps Throughput Per Second and supported clustered environment to increase bandwidth		
15	Must Have On-Premise Controller to Centralized the Passive Network Traffic and agents		
16	Must have On-Premises Physical Cluster Controller Analysis With minimum 4,800 Events Per Second		
17	Must have (File threat detection, AI powered Malware Detection, Anti-malware, Anti-virus engine, Including Security Detection, Website attack detection, Vulnerability exploitation attack detection, Botnet detection, Access Detection (Normal access, Unauthorized access), Protocol Audit (Http, DNS, SMB, Mail, AD domain protocol audit.		
18	Must Quote 03 Year Complete Security Features License Must Quote 03 Year Software Upgrade		
19	Must have Manual and Autonomous SOAR response feature		
20	Must be able to ingest logs from 3rd party devices i-e Firewalls, Windows, Linux, MS IIS, Apache, Database etc.		
21	Virtual appliance license must be perpetual and 3 Years 24/7 Software Technical support, upgrade & subscription Services backed by OEM. Hardware appliance must have Three years warranty		
22	Must Provide Onsite & Remote OEM Engineer/ Resource For Configuration & Installation		
	SOFTWARE FEATURES REQUIREMENTS		
23	Must be able to display Attacks In Real-Time (Details Mode In Security Alert)		
24	Must have Threat Detection, Simplify Threat Hunting And SOAR Response		
25	Must Have Mitre Attack Framework Dedicated Dashboard		

26	Must Be Able to Scale Up Based on Changes in Scope		
27	Must Be Able to Support Working on Virtual Environment		
28	Must have Secure Web-Based Administration Console		
29	Must have Detailed User Activity Auditing		
30	Must have Alerting Capabilities for Vulnerabilities		
31	Must have to Send Email Alerts to Authorized Users When an Event occurs		
32	Must have to Send Mobile Alerts to Authorized Users When a Major Event occurs		
33	Must have to Filter Results in Reporting by A Variety of Criteria to Include Asset Lists, Repositories, Addresses, Vulnerability Types, Raw Text, And Date Fields		
34	Must have to Generate Asset Lists Based on Any Device Making Network Connections		
35	Must have to Constantly Update List of Live Assets in the Local Network		
36	Must have Several Algorithms of Artificial Intelligence		
37	Must have Several Techniques of Machine Learning, Deep Learning and etc.		
38	Must be able to Identify Old & Known Attack with Signature Database & Behavior Analysis		
39	Must be able to Identify New & Unknown Attack Behaviors with Behavior Analysis		
40	Must be able to Identify Any Anomalous Behavior & Highlight the Abnormal Event Real-time		
41	Must have feature to Group the Anomalies Intelligently by Level of Criticality		
42	Must have Real-time Correlation to Identify Attacks		
43	Must have to Block & Quarantine Suspicious Activity		
44	Must have to Monitor Endpoint Behavior		
45	Must have Automatic Response to Security Events such as Isolating Infected Machines, Blocking IP Addresses and etc.		
46	Must have Real-time Detection of Botnet and Command & Control Traffic		
47	Must have to Identify Unusual Access to Network & Unusual Use of Privileged Accounts		
48	Must have Web User Interface for The Visualization of Threats In 3D With Real-time Event		
49	Must have Real-time Traffic Identification with application name and origin country & Active Scanning for Assets		
50	Must have Multi-Dimensional Fuzzy Clustering Algorithm to Aggregate a Large Number of External Attack Logs into a Small Number of Attack Events		
51	Must have to Restore Attack Chain with Source Info, Protocol, Application Used and etc.		
52	Must have Automated Investigation to Reduce Investigation Time & Root Cause Analysis		
53	Must have Integration With 3rd Party Device Integration (Cisco, Forti-Gate, Palo-Alto and Sangfor)		
54	Must have telemetry feature for log collection from Syslogs, WMI, Winlogbeat, Webservice, SNMP trap, Kafka, FTP and web service.		
55	Must have Clustering Mode For Scalability		
56	Must have User Define Security Incident And Security Alert		
57	Must Be Able to Create Local Backup Configurations		
58	Must Be Able to Restore Backup Configurations Back to Virtual Controller		
59	Must Be Non-Intrusive Architecture Solution Which Never Degrade Network Performance		

60	Must Be Non-Disruptive Architecture Solution Which Never Cause Downtime		
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ITEM NO (III)			
VIRTUALIZATION INFRASTRUCTURE SOLUTION FOR 50 SOCKETS			
QTY (1)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
	GENERAL REQUIREMENTS (COMPULSORY)		
3	Virtualization OEM Must have at least 50 Deployments locally in Pakistan with the Proposed components i.e. Compute Virtualization and Network Virtualization.		
4	Licenses are required for total 50 sockets, licenses must be perpetual.		
5	Must provide one time onsite Deployment and Training Services by OEM.		
6	Must Quote 3 Years 24/7 Software Technical support, upgrade & subscription Services backed by OEM.		
	TECHNICAL DESCRIPTION, SPECIFICATIONS AND STANDARDS REQUIRED		
	VIRTUALIZATION MANAGEMENT		
7	Must provide centralized management of Nodes, VMs, Network, Storage and Security of Virtualized Infrastructure from single GUI console.		
8	Management Platform Security: Two factor authentication, access restriction by IP and MAC address, Anti-Brute Force Secure Login, must support Google OTP for login, SSH access restriction by IP address.		
9	Must support integration with VMware vCenter and bidirectional migration of VMs using this integration.		
10	Must have built-in role based management, permissions control and resource quota limits for users, covering CPU, memory, and storage.		
11	Proposed Solution must support Host, Cluster and VMs status Monitoring with Metric Data must be stored up to 1 Year. Must support SNMP, SMTP, SMS notifications.		
	HYPERVISOR (COMPUTE VIRTUALIZATION)		
12	The proposed solution must support the following major clustering features: High Availability (HA), Proactive HA(Automatically hot-migrates VMs from sub-healthy hosts to healthy hosts), Distributed Resource Scheduler (DRS), Predictive DRS, and v-Motion..		
13	Proposed Solution must provide VM Snapshot, snapshot scheduling, VM level consistent snapshots(Add multiple virtual machines to the consistency group to implement consistent snapshots and restore of the whole group of VMs).		
14	VM Linked Clone, Full Clone, Instant Full clone(Full clone instantly available regardless of VM size), must also support bulk cloning.		
15	Proposed Solution must support mounting of external storage using Industry's common storage protocols including iSCSI, FC, Network File Sharing (NFS) and S3 storage from cloud providers.		
16	Proposed Solution must provide the capability to automatically hot-add resources including vCPUs and Memory real-time based on VM contention.		
17	The hypervisor layer must support ECC error correction, ensuring that when ECC CE or UE errors are detected during memory scanning, the affected memory space is isolated and the faulty memory slot is identified and alerted by hypervisor.		
18	Proposed Solution must support UPS integration to perform a soft shutdown of VMs in case battery power is lower than the set threshold. .		

19	Proposed Solution must support One-click database deployment operation, database type can be selected, including MySQL, SQL Server and Oracle/Oracle RAC.		
20	Proposed Solution must support Host CPU & Memory Over commitment Ratio Control.		
	NETWORK VIRTUALIZATION		
21	Proposed Solution must include feature and license of Distributed Virtual Switch, Distributed Virtual Router, Distributed Firewalling (Micro-Segmentation).		
22	Must support NFV functions with the same Vendor and the NFV should be integrated in the same console as proposed hypervisor.		
23	Proposed Solution must provide features: LACP, Traffic Mirroring, Broadcast Storm Prevention, QOS, VLAN tagging, VXLAN, vNIC level Inbound/Outbound Traffic Shaping, display Network Traffic Flow in Real-Time.		
	VM BACKUP SOLUTION		
24	The proposed backup solution must be fully compatible with Compute Hypervisor, providing agentless backup of VMs, the license must be either socket based with unlimited VMs, or include minimum 500 VMs if socket based licensing is not available.		
25	Proposed Solution must be fully Compatible with Compute Hypervisor		
26	The solution shall support Full and Incremental VM backups with automated scheduling (hourly, daily, weekly, etc.), retention management, and an option to define a backup window.		
27	Proposed Solution must support Periodic automated Backup health check.		
28	Must support Instant recovery feature, provide option to overwrite or create new VM, provide option to brows and recover files from backup.		
29	Proposed Solution must support to configure Internal Virtual Storage, External SAN or NAS to be Backup repository for Storing Virtual Machine Backups. Must support Backup copy to S3 storage.		

ITEM NO (IV) VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION FOR 300 CONCURRENT USERS QTY (1)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
	GENERAL REQUIREMENTS		
1	The proposed VDI solution must be compatible with the proposed Hypervisor		
3	The proposed brand must Have Minimum 10 VDI Deployments in Pakistan.		
4	Must Quote VDI and Windows 11 Professional Perpetual Licenses for 300 concurrent users		
5	Must provide one time onsite Deployment and Training Services by OEM.		
6	Must Quote 3 Years 24/7 Software Technical support, upgrade & subscription Services backed by OEM.		
	VIRTUAL DESKTOP		
7	Multiple types of endpoints should be allowed to log in to VDI, including PCs, laptops (Windows and macOS), cloud endpoints (ARM and x86), and iOS and Android mobile terminals.		
8	OS of accessed endpoints: Windows 7/10/11, iOS, macOS, Android, UOS, and Kylin.		
9	The product should support USB 3.0 high-speed storage devices. The read rate can reach up to 60 MB/s in a gigabit network, meeting the needs of users to access local large-size files from VM at high speed.		
10	To meet the needs of users in different business scenarios (such as localization requirements and no demand for Microsoft AD domain), the platform should support both deployment compatible with the Microsoft AD domain and deployment independent from the Microsoft AD domain.		
	APPLICATION VIRTUALIZATION		
11	Supports Windows Server 2008, 2008R2, 2012, 2012R2, 2016, 2019, 2022 to publish applications		
12	Hypervisor can disable certain advanced user permissions on the application virtualization server. This will prevent users from performing dangerous operations on the server. The permissions include: disable the registry; disable Task Manager; disable Resource Manager; disable the control panel; disable Command Prompt; hide the local disk of a server; disable the Run command and do not show the list of sub-directories while typing the file name; disable "Manage"; disable "Map network drive"; perform "Disconnect network drive"; hide the recycle bin; disable access to My Network Places; do not allow to run programs on mapped disk at client side.		
13	Hypervisor can configure business system access permissions for users by allowing users' access to a certain network segment or domain name. This feature is built in Hypervisor and does not require other devices (such as firewalls).		
14	To save server resources, Hypervisor needs to support session reuse. This feature ensures that the applications of the same application virtualization server are assigned to the same session.		
15	The anti-screen capture and recording feature is supported on PC. After a PC client accesses the VM, the screen content is protected, and no local screen capture/recording software or remote meeting software can be used to obtain the screen content. This avoids data breaches.		
	USER EXPERIENCE		
16	In the multi-application office scenario, process acceleration can be performed for frequently used applications. Administrators can also		

	customize the application requiring process acceleration to ensure the application use experience.		
17	To meet the resource usage requirements, pooling desktop should be supported. VMs are not associated with users all the time. Instead, a random idle VM in the desktop resource pool is assigned to a user. After the user logs out, the system automatically shuts down the VM to release resources.		
18	To improve the desktop use experience and ensure that the VM startup and shutdown experience is the same as physical PCs, the startup and shutdown processes should be visual in case of access from endpoints. Users can view information about the exceptions (such as SP installation at startup and no response) occurred during startup or shutdown, which helps the user to fix the issues. This feature can improve startup and shutdown experience for users and reduce the maintenance workload of administrators to a certain extent.		
19	The client of the product should be able to connect to the virtual desktop without relying on the VM IP address.		
20	The product should support video redirection. Instead of being decoded on the server, video files are directly redirected to the endpoint for local decoding.		
21	Self-service recovery based on snapshots should be supported. When lagging, blue screen, crash, or virus attacks occur on VM, the user can perform system disk recovery based on snapshots by clicking buttons in the navigation bar. This feature is supported in Android thin clients and PC clients.		
22	Troubleshooting tools for VDI peripherals should be provided. The tools can carry out policy check, peripheral status check, policy status check, routine analysis, and in-depth diagnosis and provide configuration guidance for users. As a result, the efficiency of solving peripheral problems can be improved.		
23	Built-in desktop O&M tools should be provided for users to view information such as the desktop running status, VDI version information, real-time client bandwidth/traffic/network latency, network protocol, transmission optimization policy, VM resource usage, operating system version, display resolution, and connection status.		
	CENTRALIZED MANAGEMENT		
24	Personal virtual disks (high-speed disks) are supported. On the management interface, the mapping between users' personal accounts and the block storage files stored in the virtualization layer is maintained to allow creation, allocation, deletion, and locking of personal virtual disks for users. When a user logs in to a pooling desktop, the disk will be automatically mounted to the VM, and a fixed drive letter is automatically assigned to the disk. The disk will be automatically dismounted when the user logs out.		
25	Quick deployment of virtual desktops should be supported. A user can configure startup and shutdown plans, manage idle VMs, and associate policy groups to quickly release desktops based on the VM template, personal disk encryption status, VM name, domain/OU, and permission group/zone. After the release, the user can directly access the desktop without intervention by the administrator.		
26	Template-based linked clone and full clone VMs should be supported. Linked clone can improve the efficiency of online maintenance, and full clone can keep VMs independent, without being affected by the single point of failure (SPOF) of templates. During cloning, the number of VMs, running location, storage location, network port, and disk size can be specified. In addition, linked clone VMs can be converted into full clone VMs.		
27	To implement large-scale deployment and simplify management, unified management, distribution, and update of templates across multiple virtualization resource pools should be supported.		

28	To implement large-scale deployment, the creation of desktop resource groups based on a single template across multiple virtualization resource pools should be supported. The desktop resource groups can be updated and managed across resource pools in a unified manner.		
29	To ensure user experience, the product does not need to rely on the Microsoft Active Directory, and Hypervisor provides the optimized feature of user configuration file management, which allows VDI and virtual applications to "inherit custom settings of user account". The custom settings of the user (such as settings of Chrome, input method, ntuser.dat redirection, user profile of edge, system credentials, and desktop layout) can be retained. In addition, redirection to specified paths is supported, which solves the problem that special software configuration cannot be saved after restoration. Configuration files can be stored on local disks, and both AD domain control environment and non-AD domain control environment should be supported.		
30	To quickly meet users' demands for desktop resources, the product should allow users to apply for VM configuration changes. The administrators will review the application and choose to approve the application directly, approve application after modification, or reject the application. After the application is approved, the applied resources will be automatically added to the user's VM. In addition, users can specify department asset managers to approve VM configuration change applications, which not only conforms to the regulations but also improves efficiency.		
31	The software store should be supported. The administrator can manage software and release software to specific users (groups) or VMs. After the desktop assistant is installed on VMs, users can install the software that has been released in the software store as required.		
32	Software distribution should be supported. Software can be distributed to specific VMs. After the administrator completes deployment using basic VM templates, the administrator can flexibly, quickly, and efficiently distribute software to employees according to the software requirements of business departments or employees. In addition, the software does not need to be installed.		
33	File distribution should be supported. Files (including programs and scripts) can be distributed to specific VMs. The files can be directly delivered to the specified location of a VM or be run directly using scripts without operations by users in the VM.		
MONITORING AND O&M			
34	Provides software installation statistics of all virtual machines in the cluster through the operation and maintenance platform, sorted by the number of software installed, and list the virtual machines with specific software installed.		
35	Custom alarm settings can be made through the operation and maintenance platform, and the settings include alarm name, alarm description, alarm type, severity, detection index, alarm threshold, duration, query statement, optimization suggestion, and alarm object.		
36	Supports state-full problem locating and one-click repair function for Agent of each virtual machine (persistent desktop), administrators can quickly locate the problem and quickly repair it, and it will not cause desktop connection to be disconnected.		
37	Supports idle VM identification, identifying idle and zombie VMs within a period of time through algorithmic analysis, and can export statistical reports for administrators to do statistical reports and analysis to avoid unnecessary resource overhead.		

38	Support for virtual machine expansion and decommissioning identification, due to the complexity of the user's actual business, each user has different performance requirements for virtual machines, in order to better balance the experience and resource utilization efficiency, the monitoring platform needs to be able to intelligently identify whether the virtual machine needs to be expanded to meet the user's experience, but also need to identify which virtual machine performance is excessive, and recommend that administrators do intelligent decommissioning in order to achieve the maximum utilization of host resources		
39	Provides software resource consumption statistics and business software identification, for software resources (including CPU, memory, users, installation directory and vendors) to carry out statistical analysis of the occupation, if the consumption of high will provide alerts; at the same time to provide business software identification function, administrators can mark the specific software as business software and non-business software, for administrators of the enterprise organization to do analysis of the installation and use of software		
40	Provide trend the number of virtual machines that can be added to the host cluster, the monitoring platform can be based on the host performance trend, customized performance thresholds and free resources, to determine how many virtual machines the host can still host, without the need for administrators to manually calculate and subjective judgment.		
41	Administrators can send messages and notifications to specified or all online users as required.		
42	The platform provides report center function, supports virtual desktop and application usage report, the report contains desktop usage, usage time, software usage, software usage time, number of installers, number of users, number of times of use and other application hotness analysis function, supports customized statistical strategy, such as statistical users, statistical time, etc., to help enterprise administrators accurately understand the use of desktop and application, and provide data support for enterprise software It provides data support for enterprise software asset management, software licensing, and software usage statistics.		
43	With intelligent operation and maintenance mapping capabilities, it can analyze the correlation between upstream and downstream clusters, hosts, and processes to show the problem propagation chain, helping administrators to fully understand the operation of the platform, quickly locate the root cause of the fault, and quickly resolve the faulty VMs, which significantly improves the efficiency.		
44	With application knowledge graph analysis and troubleshooting capabilities, it can output application experience scores based on the built-in deep learning model, quickly locate the root causes of poor application experience and give application experience optimization and disposal suggestions, and it can batch push the disposal method to the virtual desktop for accurate processing.		
45	Login information of all users can be recorded, managed, and exported to support operation by administrators. Login information includes login accounts, endpoint IP addresses, MAC addresses, endpoint models, login time, and logout time.		
46	Statistics on user access duration can be collected. The data of the day or a specified time period can be queried by using the feature of intelligent monitoring on historical sessions, which helps quickly understand the user access status and access duration and facilitates security audit.		
HIGH RELIABILITY			

47	To ensure high reliability, Virtual Desktop Controller should support the cluster mode. Sessions can remain connected in case of Virtual Desktop Controller switchover upon crashes without the need of third-party load balancing devices.		
	The authentication should be supported if the AD server is offline due to failures. Users can log on to VDI with an authenticated AD account.		
48	Password security policies should be provided to ensure the security of authenticated passwords and prevent unauthorized access. Such policies include mandatory password change for the first login, scheduled password change, word verification code, and soft keyboard.		
49	To meet the secure access requirements of different users, the product should support the virtual portal feature. Users access the virtual desktop using different addresses. This can limit Internet access on the network. Specified accounts can access VDI over WAN, while other accounts can access only over LAN.		
50	Recycle bin should be supported for VMs, which can prevent the loss of VM data caused by mis-operations. After a VM is deleted, it automatically enters the recycle bin. You can restore the VM to the original position, set automatic cleaning interval for the recycle bin, and view the actual space occupied by the recycle bin .		
51	To meet the business requirements of users, the product should support temporary permissions. Administrators can grant certain users with temporary USB and PC clipboard permissions, which are available within a certain period of time and are automatically withdrawn after expiration. This feature can ensure data security.		
52	To ensure high reliability, Hypervisor should support the cluster mode. Sessions can remain connected in case of Hypervisor switchover upon crashes without the need of third-party load balancing devices.		
53	Support virtual machine hot migration from one node to another node in the same cluster.		
	SECURITY MANAGEMENT		
54	Multiple authentication methods can be combined as needed to meet the security requirements of different levels of users. The authentication methods include username/password, USB key, SMS message, bound hardware ID, one-time password, LDAP, RADIUS, AD domain, thin client, and 802.1x.		
55	In order to enhance the security of user authentication, the bidding product needs to be built-in OTP dynamic password as a multi-factor assisted authentication method, such as Google Authenticator, Microsoft Authenticator.		
56	AD offline authentication is supported. When an AD server is offline due to failures, users can log on to the virtual application with an authenticated account.		
57	Clipboard permission management is supported. Policies can be added to the policy group to specify that only text content can be copied so as to prevent data breaches.		
58	Distributed firewall is provided to implement east-west access isolation between virtual desktops and north-south control of access from the virtual desktop to the destination system.		
59	Administrators can configure specific distributed firewall rules in the conditional policy for different users under different conditions. This feature enables the dynamic control of the access policy in users' business system, which can ensure the security and provide convenience for the end users.		

60	To better control desktop operations, the product should support authentication correlation with Internet access gateway. the gateway will automatically synchronize the authentication information of a VDI user and record its ID. The user can access the Internet without authentication the next time.		
61	To meet the security requirements of users, the product should support configuration of ACL policies based on the IP address, VM, and user on Hypervisor without using any third-party product. This feature reduces the complexity of access isolation configuration and ensures security of isolated VMs.		
62	The Virtual Desktop Controller can be mapped to the Internet directly. The SSL encryption feature should be built in Virtual Desktop Controller for both static and dynamic IP addresses. For dynamic IP addresses, third-party plug-ins are not required, thereby reducing the complexity of deployment.		
63	Endpoint environment check is supported. Access policies can be configured based on information, such as the endpoint type, operating system version, IP address and access time, and installed software. Access from clients that fails to pass the check is rejected.		
64	Polices of different security levels can be configured for different access environments based on information such as IP address or endpoint type. This feature ensures that user access from different locations and endpoints is subject to corresponding authentication policies and desktop policies. For example, if a user logs on over LAN, USB flash disks can be used. If a user logs on over WAN, all peripherals are not allowed. For login over WAN, secondary authentication is required.		
65	Peripheral blacklist/whitelist is supported. The platform can identify all types of peripherals, including HD document scanner, camera, USB optical drive, and USB key. The blacklist and whitelist can enforce access control and improve security.		
66	File export audit is supported. If Exported file audit is enabled, the VM cannot export files by using the clipboard, PC device, or USB device. Users can use the internal file export tool of the VM to export files. All exported files are encrypted and backed up in the data center for audit. When a suspicious export operation is detected, an alert is reported.		
67	Application control rules can be built in the control components to perform comprehensive control on virtual desktop. The rules can be configured in the blacklist or whitelist to prohibit or allow the running of specified applications or processes. The application control rules can be configured based on information such as application name, process name, application signature, product name, and provider name. Both custom and existing rule databases can be used.		
68	The distributed firewall, screen watermark, and USB blacklist/whitelist features are supported for all types of user licenses.		
69	Virtualization platform built-in virtual machine vulnerability patch update, without the need to build additional third-party patch update server, support vulnerability and version information patrol, push patch and upgrade information, and support patch management, update and rollback.		
70	Users may worry about the security of their personal information due to the central management of virtual desktop data. Therefore, VM encryption should be supported to encrypt the data disk.		

ITEM NO (V)
SIEM SOLUTION
QTY (01)

Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
1	The offered SIEM should be from a well-known brand/OEMs and should not be locally or in-house developed.		
2	The solution should be deployed in high availability with the following perpetual licensing for three years 50 devices, 5000 EPS, 75 FIM Agents and 75 UEBA Agents		
3	Data retention and log management for 6months - 5 months should be compressed/achieved - 1 months remain available online		
4	It is high desired that in order to save the storage, SIEM solution should be able to compress the event data with the compression ratio of 10:1 and then able to perform search in the compressed data (Mandatory Requirement)		
5	The SIEM should be able to perform cross correlation of SOC and NOC analytics		
6	The SIEM should able to offer Out-of-the-Box Compliance Reports like PCI-DSS, HIPAA, SOX, NERC, FISMA, ISO, GLBA, GPG13, SANS Critical Controls, COBIT, ITIL, ISO 27001, NERC, NIST800-53, NIST800-171, NESA		
7	The SIEM should able to continually updated and accurate device configuration, installed software and patches, running services		
8	The SIEM should provide system and application performance analytics along with contextual inter-relationship data for rapid triaging of security issues		
9	The SIEM should able to provide user context, in real-time, with audit trails of IP addresses, user identity changes, physical and geo-mapped location		
10	The SIEM should be able to detect unauthorized network devices, applications, and configuration changes		
11	The SIEM should be able to perform performance monitoring: - System level via SNMP, WMI, and PowerShell - Application level via JMX, WMI, and PowerShell - Virtualization monitoring for VMware, Hyper-V — guest, host, resource pool, and cluster level - Databases — Oracle, MS SQL, MySQL via JDBC - Flow analysis and application performance — Netflow, SFlow, Cisco AVC, NBAR, and IPFix		
12	The SIEM should able to monitor critical process and service, BGP/OSPF status change, Storage port up/down		
13	The SIEM should able to perform - Search events in real time— without the need for indexing - Keyword and event-based searches - SQL-like queries with Boolean filter conditions - Regular expression matches, calculated expressions		

	- Schedule reports and deliver results via email to key stakeholders - Watch lists for keeping track of critical violators		
14	The SIEM should be able to integrate with any external technology using: - with any external web site for IP address lookup - API-based integration for external threat feed intelligence sources - out-of-the box support for ServiceNow, ConnectWise, Jira - Kafka support for integration ELK, Tableau, and Hadoop - API for adding organizations, creating credentials, triggering discovery, modifying monitoring events		
15	The SIEM should able to perform real-time configuration change monitoring: - Collect network configuration files and installed software versions - Detect changes in network configuration and installed software - Detect changes in file/ folder for Windows and Linux - Detection changes in windows registry with the use of agents		
16	The SIEM should able to Collect, Parse, Normalize, Index, and Store security logs at very high speeds		
17	The SIEM should able to provide Windows Agents for event collection including file integrity monitoring, installed software changes, and registry change monitoring		
18	The SIEM should able to provide Linux Agents provide file integrity monitoring, syslog monitoring, and custom log file monitoring		
19	The SIEM should able to create new parsers via integrated parser development environment		
20	The SIEM should able to provide Policy-based incident notification framework - Ability to trigger a remediation script when a specified incident occurs - Trigger on complex event patterns in real time - Dynamically linking incidents to hosts, IPs and user to understand all related incidents quickly		
21	The SIEM should have a built-in Case Management system		
22	The SIEM should able to provide customize dashboard - Configurable real-time dashboards - reports and analytics across organizations and users - Color-coded for rapidly identifying critical issues - Dashboards for business services, virtualized infrastructure, event logging status dashboard, and specialized apps		
23	The SIEM should also able to integrate with external threat feed - APIs for integrating external threat feed intelligence Malware domains, IPs, URLs, hashes - Built-in integration for popular threat intelligence sources like Drago's World-View, Threat-Stream, Threat-Connect - Real-time pattern matching with network traffic. STIX and TAXII support		
24	The SIEM should able to provide simple and flexible administration -Web-based GUI - Role-based Access Control for restricting access to GUI and data at various levels		

	- Full audit trail of SIEM user activity - Hashing of logs in real time for non-repudiation and integrity verification - User authentication — local, external via Microsoft AD and Open-LDAP, Cloud SSO/SAML via Okta, Duo, RADIUS		
25	Configurable Data Retention: Provide flexible data retention policies. allowing for the long-term storage of critical logs while managing storage costs.		
26	Built-in scripts support a variety of devices including Fortinet, Cisco, Palo Alto, and Window/Linux servers		
27	Ability to associate a MITRE technique to a SIEM rule		
28	Should have 900+ built in rules to detect a wide variety of MITRE techniques		
29	Ability to assign techniques and tactics to rules and search incidents by techniques and tactics		
30	Attack rule coverage dashboard that displays rules associated with a tactic or technique		
31	Attack incident coverage dashboard that displays incidents associated with a tactic or technique		
32	Attack incident explorer dashboard that provides a host centric view of hosts triggering various techniques and tactics.		
33	The ML&AI based regression algorithms should be running locally on the SIEM. There should not be any requirement to run regression algorithms on cloud		
34	UEBA telemetry to allow for the collection of user-based activity that includes User, Process, Device, Resource, and Behavior.		
35	UEBA telemetry to allow for the identification of unknown bad activities that can be alerted		
36	Must have built-in SOAR automation to turbocharge investigation and response		
37	Allows direct execution of playbooks from an incident or via an Automation Policy		
38	Should able to create and run playbooks natively within SIEM		
39	Should be offered with two resource OEM based training		

ITEM NO (VI) DATA LOSS PREVENTION (DLP) SOLUTION QTY (500)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
1	Data Loss Prevention, Insider Risk Management and SaaS Data Security in a single solution		
2	Protect sensitive data on endpoints, cloud apps, and networks.		
3	Identify Shadow AI usage and stop the upload of sensitive data		
4	A cloud based/On-premise solution to be offered for 500 endpoints with 3 years subscription and first years OEM's best practice services		
5	Endpoint protection: Monitor/block USB, email, web uploads, and file transfers.		
6	Content inspection: Detect sensitive data via patterns, labels, or AI analysis.		
7	Policy enforcement: Real-time blocking, alerting, and offline enforcement.		
8	Cloud/SaaS coverage: Control data movement to cloud drives (O365, Google, Dropbox).		
9	Reporting: Centralized dashboards, alerts, and exportable compliance reports via cloud		
10	Behavioral analytics for insider threat detection.		
11	Anomaly detection and user risk scoring.		
12	Data lineage tracking and forensic investigation capabilities.		
13	Centralized console with RBAC (role-based access control).		
14	API integration with SIEM, SOAR, and identity systems.		
15	Encryption in transit and at rest.		
16	Regional data storage compliance (GDPR, HIPAA, PCI DSS).		
17	Audit logs, incident evidence, and reporting for regulators.		
18	Solution should be offered with OEM's best practice services for the first year.		
19	Detects and responds to data manipulation and anomalous activity using AI and ML		
20	Supported systems/endpoints Windows 10 and Windows 11 Windows Server 2012 R2+ OS 10.14 Mojave+ Red Hat Enterprise Linux 7+ CentOS 7+ Ubuntu 16.04 LTS & 17.10+		
21	Must Quote 3 Years 24/7 Software Technical support, upgrade & subscription Services backed by OEM.		

ITEM NO (VII) STORAGE FOR BACKUP QTY (01)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
1	Processor: Minimum 2 x Xeon Silver 10-Core 2.4 GHz 64-Bit Processor		
2	Memory: Minimum Installed 128GB Memory - expandable to 512GB Storage should support 16 DIMMs or higher		
3	Capacity: 700TB Usable Storage with HDD SAS/NLSAS 7200 RPM after RAID configuration		
4	System Drives: Separate SSD drives for System Internal use		
5	Disk Slots: Storage should have 60 Slots for drives - Disks should be Hot Swappable		
6	Scalability & Expansion Slots: Storage should support expansion units expandable to 300 drive bays. Large Volume Support must be available (up to 1PB). Support for 2 x PCIe Gen3 x8, 2 x PCIe Gen3 x16		
7	Software Feature: The provided storage should have built-in snapshot replication mechanism to safeguard against ransomware attacks through WORM/File-locking or Immutable snapshot copy on both File and Volume Levels. Must support SMB, CIFS,NFS, iSCSI		
8	Connectivity: 2 x 25GbE SFP28 ports, 2 x RJ45 1GbE, 2 x RJ45 10GbE Ports, USB Ports: 2 x USB 3.2		
9	RAID: Raid support: Basic, JBOD, RAID 0, 1, 5, 6, 10		
10	Power: Redundant Power Supply (1400W or higher)		
11	Rail Kit: Rail Kit must be included, Rack mountable		
12	Warranty: Standard 3-Years Onsite for parts and labor		

ITEM NO (VIII) NEXT GENERATION FIREWALL QTY (02)			
SR. NO.	ITEM DESCRIPTION (MINIMUM SPECIFICATIONS)	COMPLIANCE (YES/NO/PARTIAL)	REMARKS
	TECHNICAL SPECIFICATIONS		
1	Firewall Throughput ≥ 53 Gbps		
2	NGFW Throughput (Enterprise Mix) ≥ 11 Gbps		
3	Threat Protection Throughput (Enterprise Mix) ≥ 8 Gbps		
4	Application Control Throughput (Enterprise Mix) ≥ 26 Gbps		
5	Concurrent Connections ≥ 10 million		
6	New Connections/ Second $\geq 500,000$		
7	IPSec VPN Tunnels $\geq 10,000$		
8	Web Application Throughput ≥ 7 Gbps		
9	IPS Throughput ≥ 11 Gbps		
10	Internal Storage Capacity ≥ 960 GB SSD		
11	Memory ≥ 40 GB		
12	1G RJ45 Interface ≥ 12		
13	1G Fiber SFP Interface ≥ 4		
14	10G Fiber SFP+ Interface ≥ 8		
15	Network Module Slots for future expansion ≥ 2		
	FEATURE REQUIREMENTS		
14	•Must be Listed in Gartner Magic Quadrant for Hybrid Mesh Firewall •Must be Listed in ICSA Labs Certified Next Generation Firewall •Must be Listed in Cyber Ratings for Enterprise Firewall •Must include Intrusion Prevention System (IPS), Anti-Virus & Anti-Malware, Email Security Protection, Cloud-Based Security Sandbox, Web Filtering, Anti-Brute force attack Application Control, Botnet Protection, Bandwidth Management, Web Application Firewall protection license •Must include minimum 30 concurrent users license for SSL VPN •Must have IPSec VPN for site-to-site connectivity •Proposed solution must have its own proprietary VPN technology, which provides optimal experience when configuring Site-2-Site tunnel with same brand •Must support Real-Time Vulnerability Scanner •Solution must include cloud based Threat intelligence capabilities like Cloud Sandboxing •Must IPS signature database and admin must be able to customize IPS signature, search based in CVEID, Vulnerability Name and threat level. •Must support a dedicated account protection module to identify the abnormal usage of user accounts and support detection of weak password, brute-force attack. •Must have web application firewall signatures in database consisting of SQL injection, XSS Attacks, Webshell etc. •Must have virtual domain feature with the ability to setup at least 8 virtual domains •Must have built-in logging and reporting engine with at least 1 month retention without the need for external logging engine •Proposed solution must have built-in SOC monitor for visibility		

•Proposed solution must have capability of taking automated daily configuration backups and store them internally. •Proposed solution must have connection limitation feature to limit the connections by source, destination or bidirectional and block IP or discard sessions whenever threshold is violated •The proposed solution must support access control policy optimization features, including: •Identify the redundant policy, expired policy, conflict policy, etc. •Be able to track the ACL policy lifecycle and help track every change that has been made to the ACL policies. •Proposed solution must have a dedicated Ransomware protection module •Proposed solution must be able to integrate seamlessly with EDR solution of the same brand •Proposed solution must be able to integrate seamlessly with XDR platform of the same brand •Proposed solution must have global blacklist and whitelist option to block or allow any domain or IP globally. •Proposed solution must be a Hardware Appliance •Proposed solution must show live CPU, Memory and Hard Disk utilization stats on main dashboard •Must Include AI-Based Machine Learning Threat Detection, IP Geolocation, Data Leak Prevention, Brute Force Protection, HTTP Header Security, Custom Error Message, Error Code Handling and Local Report Center •Must quote complete license with each hardware appliance so that appliances can be used in Active/Active High Availability •Must Quote 03 Year Complete Security Features License, Software Upgrade, 24x7 Technical Support & Hardware Warranty		
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ITEM NO (IX) NAS WITH HARD DRIVE QTY (10)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
1	NAS and Supported HDD Single-bay desktop NAS with 1 x SATA drive support. 64-bit multi-core minimum 1.5 GHz processor with 1 GB RAM and 2 GB flash. 1 x Gigabit Ethernet RJ45, minimum 1 x USB 3.2 Gen1 Supports the file sharing, backup, and multimedia streaming. Power supply. Minimum 3 years warranty		
2	Minimum 18 TB 3.5" SATA (6 Gb/s) Enterprise/NAS-grade Hard Disk Drive, compatible with Quoted NAS. Drive must be 7,200 RPM, minimum 256 MB cache, and support 24x7 continuous operation. Must support hot-swap capability, and equivalent enterprise design. Minimum 3 years' warranty		

ITEM NO (X) NETWORK MONITORING SOLUTION QTY (1)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
1	The proposed solution must provide comprehensive monitoring of network infrastructure, servers, applications, security devices, and other IT assets in enterprise environment. Must Quote 3 Years commercial subscription license with 24/7 Software Technical support, upgrade & subscription Services backed by OEM. The solution must support Minimum 100 devices (expandable) & Minimum 1000 sensors/monitors The solution must provide Centralized monitoring of all IT infrastructure, Real-time performance monitoring and alerting, Proactive fault detection, Reporting and dash boarding for management and Integration with existing IT and security tools The solution must Support for all common protocols (SNMP, WMI, ICMP, HTTP, MQTT, SOAP, SSH, FTP, SMTP, POP3) The solution must Support for NetFlow v5/v9, sFlow, jFlow, IPFIX, and packet sniffing The solution must support monitoring of hardware, software, virtual environments, and applications The solution must support agentless monitoring for Windows, Linux, and macO The solution must support event log monitoring and Real-time alerting via Email, SMS, Syslog The solution must support Preconfigured templates for common devices and applications and Automatic software updates The solution must support scheduled and customizable reports (HTML, PDF)		

ITEM NO (XI) WINDOWS SERVER 2025 STANDARD EDITION LICENSES QTY (64 Core)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
1	Window Server 2025 Standard Edition English (64 Bit), License Mode: Perpetual, Duration: Lifetime (64 core license)		

ITEM NO (XII) WINDOWS 11 PROFESSIONAL EDITION LICENSES QTY (160)			
Sr. No.	Item Description (Minimum Specifications)	Compliance (Yes/No/Partial)	Remarks
1	Microsoft Windows 11 Professional x64 EN Licenses Mode: Perpetual, Duration: Lifetime (160 Licenses)		

Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: PUNJAB INFORMATION TECHNOLOGY BOARD The subject of procurement is: PROCUREMENT OF IT SOLUTIONS FOR PUNJAB FORENSICS SCIENCE AGENCY (PFSA) DATA CENTER – DC-07 Period for delivery, installation and commissioning of Licenses: Within twelve (12) Weeks after issuance of Notification of Award i.e., Letter of Intent (LOI)
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2025- 26 Name of Project/ Grant (Development or Non-Development): DATACENTER Name of financing institution: Govt. of Punjab Name and identification number of the Contract: N/A
3.	2.1.3 (v)	Maximum number of members in the joint venture, consortium or association shall be: [N/A]. J.V. form 8.2 should be followed. (NOT APPLICABLE)
B. Bidding Documents		
4.	2.2.2	The address for clarification of Bidding Documents is: <u>PRIMARY CONTACT (For Technical Clarifications)</u> NAVEED AHMED Director (DC) Email: naveed.ahmed@pitb.gov.pk 1st Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan

		<u>SECONDARY CONTACT (For Commercial Clarifications)</u> Moneeb Ahmad Assistant Director Email: moneeb.ahmad@pitb.gov.pk 11 th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan
5.	2.2.2	Pre-Bid Meeting: DATE & TIME: 05 March, 2026 @ 11:00 AM VENUE: 11th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN
6.	2.3.9	The number of E-Bid for each Lot separately to uploaded on E-PADS is in one original.
C. Bid Price, Currency, Language and Country of Origin		
7.	2.3.1	<i>Language of the Bid: English</i>
8.	2.3.4	The price quoted shall be fixed in PAK RUPEES inclusive of all applicable taxes and duties, on DDP destination basis.
9.	2.1.4 (ii)	Country of origin: <i>All eligible countries to do business in Pakistan by the law of Government of Pakistan.</i>
D. Preparation and Submission of Bids		
10.	2.2.2	The complete Bids must be submitted online on e-Procurement System (EPADS) website i.e., https://punjab.eprocure.gov.pk
11.	2.4.2	The deadline for E-bid submission is: 30 March, 2026 @ 11:00 AM
12.	2.5.1	Time, date/ Month/ Year, and place for E-bid opening. 30 March, 2026 @ 11:30 AM PUNJAB INFORMATION TECHNOLOGY BOARD (PITB) 11 th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN PHONE: (+ 92) (42) (99000000), FAX: (+92) (42) (99232123) URL: WWW.PITB.GOV.PK
13.	2.6.2	Amount of Performance Guarantee is: <u>10% OF THE CONTRACT AMOUNT</u>
14.	2.3.8	Bid validity period after opening of the E-Bid is: <u>NINETY (90) DAYS.</u>
15.	2.3.6	The samples (if demanded) of the items provided by the bidders will be evaluated in conjunction with the specification provided in SECTION – III and approved by the evaluation committee of the procuring agency. The awardee will be required to deliver the items as per approved sample.
E. Opening and Evaluation of Bids		
16.	2.5.1	The E-Bid opening shall take place at:

		PUNJAB INFORMATION TECHNOLOGY BOARD (PITB) 11 th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN PHONE: (+ 92) (42) (990000000), FAX: (+92) (42) (99232123) URL: WWW.PITB.GOV.PK
17.	2.5.7	The currency that shall be used for E-Bid evaluation is: PAK RUPEES
F. Bid Evaluation Criteria		
18.	2.5.8	Criteria to Bid evaluation is presented below:

EVALUATION CRITERIA (TECHNICAL PROPOSAL):

Category	Description	Requirement
Legal (Mandatory)	Copy of Registration with Income Tax Authorities (National Tax Number NTN) –Registered for at least last 03 years ; from the date of bid submission;	Required
	Copy of Registration with relevant Sales Tax Authorities	
	Copy of Income Tax & Sales Tax (Operative Status)	
	Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- or Official Letter-head:	
	(i) The firm is not blacklisted by the procuring agency and PPRA.	
	(ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.)	
	(iii) The firm certifies the correctness of information.	
	(iv) The firm complies with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.	
Technical (Mandatory)	(v) The firm complies with all terms & conditions mentioned in the Bidding Documents.	Required
	(vi) The firm complies that its Bid is valid for 90 days after opening of the E-Bid.	
	(vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable.	
	(viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within fifteen (15) days of the issuance of notification of award/Letter of Intent (LOI).	
	Original of Bid Security instrument as prescribed in the Bid Security Form.	Required
	- Authorization Certificate/Document (MAL/MAF) from the Principal / Manufacturer to the Bidder for participating in this particular tender and indicating the subject Bidding Document number and Lot number” (a sample manufacturer authorization form is provided as Form 8.3), for Item i to viii - The Contractor must provide e-contact details of the Principal / OEM or verifiable link to verify part numbers, warranty, subscription & support services.	

Category	Description	Requirement				
Past Experience (Mandatory)	<u>Relevant Experience & Value of Projects (Last 03 Years)</u> Value of projects/assignments either completed or in-process for last 03 years, which are similar in nature (IT equipment / IT services experience inducing software, networks, security and systems): (Verifiable through relevant purchase orders / contracts)	Required				
	<table><tr><th>Lot No.</th><th>Amount in PKR</th></tr><tr><td>01</td><td>140 million and above</td></tr></table>		Lot No.	Amount in PKR	01	140 million and above
	Lot No.		Amount in PKR			
01	140 million and above					

NOTE:

- As outlined in the Standard Bidding Documents under clause 2.5 “Opening and Evaluation of E-Bids”, the bidder must ensure that its bids are complete in all aspects, including mandatory documentation (Legal, Technical, Past Experience, and Financial), as incomplete submissions will not be considered.
- During the evaluation process, clarifications based on already submitted documentation will be sought to complete the evaluation. New documentation that changes the substance of the bid will not be accepted.
- We strongly encourage you to review your bids carefully and ensure their completeness before submission. Failure to do so may result in technical disqualification.

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: <u>FIFTEEN (15%) PERCENT. However, increase or decrease in quantities beyond 15% will be mutually agreed between the Procuring Agency and the Awardee prior to the Contract.</u>
2.6.2	The Performance Guarantee shall be: <u>10% OF THE CONTRACT AMOUNT</u>
2.6.2	The Performance Security (or guarantee) shall be in the form of: Bank Guarantee; Performance Guarantee must 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. 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.

Section-V: General Conditions of Contract

1. Definitions

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

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

- (l) “e-Bid” means electronic bids (separate financial and technical) to be submitted by bidders on e-Procurement System (EPADS).

2. Application

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

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

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

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

5.1. The Supplier shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the

Supplier's performance under the Contract if so required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

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

7. Performance Guarantee

7.1. **Within fifteen (15) days of issuance of the notification of Contract award/Letter of Intent (LOI)**, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB. Performance Guarantee must 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.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) Performance Security/Bank Guarantee.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than **thirty (30) days** following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. 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.

8. Inspections and Tests

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

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

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

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

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

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional

requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

[in case of Framework Modality the Procuring Agency may amend these condition as per its requirements]

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

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

[Further conditions may be incorporated by the Procuring Agency keeping in view the nature of contract, DDP, CIF, C&F, FOR, FOP for example; for a DDP contract the clause may be as follows:].

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

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

11. Insurance

[If required and decided by the Procuring Agency]

11.1. The Goods supplied under the Contract shall be delivered **on DDP Destination Basis** under which risk is transferred to the buyer after having been delivered, hence **Insurance** is sellers' responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including **freight**, insurance, and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Incidental Services

[If required and decided by the Procuring Agency]

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

14. Spare Parts

[If required and decided by the Procuring Agency]

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

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

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required

by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid **as required in Section – III "Technical Specifications"** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or **as required in Section – III "Technical Specifications"** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

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

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

16.3. The currency of payment is **PAK RUPEES**.

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the

general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within **thirty (30) days** from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. Assignment

20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

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

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

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

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

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

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

corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after E-bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- vi. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- vii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- viii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- ix. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- x. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency

may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

27. Termination for Convenience

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within **thirty (30) days** after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the

Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2. If, after **thirty (30) days** from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the

effect thereof shall be borne or availed by the procuring agency as the case may be.

**33. Contract
Period**

The Contract duration shall be for the period of **three (03) years**, starting from the date of issuance of notification of award, till the delivery, installation & commissioning of all Licenses/Services or end of warranty / support period, whichever is later.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: **PUNJAB INFORMATION TECHNOLOGY BOARD**

GCC 1.1 (h)—The Procuring Agency's country is: **PAKISTAN**

GCC 1.1 (i)—The Supplier is: **AWARDEE**

2. Country of Origin (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents]

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **10% OF THE CONTRACT AMOUNT**

GCC 7.4—the Performance Guarantee shall be retained to cover the Supplier's warranty obligations or defect liability period under Clause GCC 15.2

Performance Guarantee must have a minimum validity period until the expiry date of the warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.

The Contractor shall extend the validity period of the performance security for such period(s) as the contract performance may be extended.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests before shipment of Goods and at final acceptance are as follows:

5. Packing (GCC Clause 9)

GCC 9.2—*[This SCC shall supplement GCC Clause 9.2, exact details of the requisite packages be provided]:*

6. Delivery and Documents

(GCC Clause 10) *[The format of the contract is to be decided by the Procuring Agency, however, DDP provisions are as follows]*

(DDP terms)

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

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturers or Supplier's warranty certificate;
- (vi) Where applicable (Pre-shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
- (vii) Certificate of origin.

7. Insurance

(GCC Clause 11) [where applicable]

GCC 11.1— The Goods supplied under the Contract shall be **delivered duty paid (DDP)** under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is sellers' responsibility, they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Spare Parts

(GCC Clause 14) [where applicable]

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (06) months of placing the order and opening the letter of credit.

10. Warranty

(GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be **as required in Section – III “Technical Specifications”** from the date of acceptance/satisfactory installation of the Goods or **as required in Section – III “Technical Specifications”** from the date of shipment (if applicable), whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

Or

- (b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be **(one-half (0.5) percent of the Contract price per week)**.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

- (i) Free, on-site repair / replacement of defective / damaged parts and labor, within **one (01) week** of intimation in Lahore and **two (02) weeks** outside Lahore. (Or as per the warranty required in Section – III “Technical Specifications”)
- (ii) On site Replacement of such defective / damaged Goods will be provided, if repair of such Goods involves a duration exceeding **one (01) week** for Lahore and **two (02) weeks** outside Lahore. (Or as per the warranty required in Section – III “Technical Specifications”)

11. Payment (GCC Clause 16)

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

100% payment will be made after complete delivery, installation & commissioning, and subscription of Licenses/activation by the Purchaser, and after confirmation/verification of warranty and support services by the Purchaser, from the Principal/OEM, as applicable. The Contractor must provide e-contact details of the Principal / OEM or verifiable link to confirm catalog/part numbers, warranty, subscription & support services, as applicable.

Payment may be made in **Pak. Rupees** in the following manner:

- (i) **Running Bill. or**
- (ii) **Treasury Cheque, or**
- (iii) **Cross Cheque**

13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: **one-half (0.5) percent of the Contract Price per week**

Maximum deduction: **ten (10) percent of the Contract Price**

15. Resolution of Disputes (GCC Clause 28)

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

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **ENGLISH**

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: **PROCURING AGENCY ADDRESS**

—Supplier's address for notice purposes: **AWARDEE's ADDRESS**

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

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

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

DELIVERY SCHEDULE

Lot No.	Description	Quantity	Delivery Schedule (Weeks)
01	IT Solutions	Multiple	Within twelve (12) Weeks after issuance of Notification of Award i.e., Letter of Intent (LOI)
	Endpoint Detection and Response (EDR) Solution	800	
	Intelligent Network Detection and Response (NDR) Solution	1	
	Virtualization Infrastructure Solution for 50 Sockets	1	
	Virtual Desktop Infrastructure (VDI) Solution for 300 Concurrent Users	1	
	SIEM Solution	1	
	Data Loss Prevention (DLP) Solution	500	
	Storage for Backup	1	
	Next Generation Firewall	2	
	NAS with Hard Drive	10	
	Network Monitoring Solution	1	
	Windows Server 2025 Standard Edition Licenses	64 Core	
	Windows 11 Professional Edition Licenses	160	

Section-VIII: Sample Forms

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8.1 Bid Form **(For each Lot separately)**

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with the Technical Bid, in case of Single Stage Two Envelope Procedure.*

Date: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents.

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

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

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is:

- a) Original Bid Form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) All the forms relevant to the Technical and Financial Bids (clearly indicated on each form)
- c) Original of Bid Security instrument
- d) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

- e) Any other document required by the procuring agency not inconsistent with PPR-14.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

- a) Original Bid Form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original of Bid Security instrument
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

- a) Price Schedule / Financial Form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- b) Original Bid Security Form along with Copy of Bid Security instrument
- c) *Any other document required by the procuring agency not inconsistent with PPR-14.*

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

Name and address of service provider	Amount and Currency
---	---------------------

(if none, state "none")

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

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form (If Applicable)

(For each Lot separately)

- To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad,
- To be attached with Technical Bid in addition to the JV agreement

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.

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

Bidding Document No.: *[insert]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Manufacturer's Authorization Form (If Applicable) ***(For each Lot separately)***

- *To be signed and stamped by the Manufacturer and Bidder*
- *To be attached with Technical Bid*

[See Clause 2.3.5 (iii) of the Instructions to Bidders.]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid against the *[Bidding Document No. and Title - – Lot No. XX]*, and subsequently, negotiate and sign the Contract with you against for the above goods manufactured by us/software produced by us.

The e-contact details and verifiable link to confirm catalog/part numbers, warranty, subscription & support services, as applicable, are as under:

- E-Contact details of Principal / OEM
- Verifiable Link for catalog, part numbers, warranty, support, subscription, etc.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply/software to be delivered by the above firm against the *[Bidding Document No. and Title – Lot No. XX]*.

[Signature for and on behalf of Manufacturer]

Note:

- This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.*
- This letter of authority is provided as a sample. However, the bidders can amend, as appropriate, to serve the purpose of required authorization as per the evaluation criteria in the Bidding Document.*

8.4. Bidder Profile Form (For each Lot Separately)

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Technical Bid

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
	Address:
	Office Telephone Number:
	Fax Number:
3.	Contact Person:
	Name:
	Personal Telephone Number:
	Email Address:
4.	Local office if any:
	Address:
	Office Telephone Number:
	Fax Number:
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Return (Last 03 years) – or as applicable per the evaluation criteria

Yes	No
-----	----

b) Details of Experience (Last 03 Years) – or as applicable per the evaluation criteria

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll – If applicable per the evaluation criteria

Yes	No
-----	----

8.5. General Information Form (For each Lot separately)

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Technical Bid

	Particulars				
Company Name					
Abbreviated Name					
National Tax No.			Sales Tax Registration No		
PRA Tax No.					
No. of Employees			Company's Date of		
			Formation		

*Please attach copies of NTN, GST Registration, and Professional Tax Certificate (If applicable)

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

(For each Lot separately)

- *To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner or on the Official Letter-head.*
- *To be attached with Technical Bid*

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not blacklisted by the procuring agency and PPRA.
- (ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be blacklisted as per Rules / Laws.)
- (iii) The firm certifies the correctness of information.
- (iv) The firm complies with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.
- (v) The firm complies with all terms & conditions mentioned in the Bidding Documents.
- (vi) The firm complies that its Bid is valid for 90 days after the opening of the E-Bid.
- (vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable.
- (viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within fifteen (15) days of the issuance of notification of award/Letter of Intent (LOI).

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form (For each Lot separately)

To,

[name and address of the Procuring Agency]

WHEREAS (Name _____ of _____ the Contractor/ _____ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "**PURCHASE/PROCUREMENT OF _____**" procurement of the following:

1. **[Please insert details]**.

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

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

This guarantee is valid until _____ day of _____, 20____, or _____ [insert number of days] after the rectification of the Defects, expiry date of the warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

Instructions for Bidders on Technical Compliance Table for each Lot (Technical Bid):

- 1. Fill out the table completely:**
 - a) Enter the parameters of your offered goods/services against the required parameters from the technical specifications provided below.
 - b) For compliance, mark “Yes” if the offered parameters meet or exceed the required specifications; otherwise, mark “No.”
- 2. Provide references:**
 - a) Indicate the relevant page number in your bid where supporting documents can be found.
 - b) Include any online references (e.g., product datasheets, official documentation links) and specify the relevant page number for easy verification.
- 3. Ensure accuracy and completeness:**
 - a) Incomplete responses, failure to provide references, or discrepancies in compliance may lead to disqualification.
- 4. Format and submission:**
 - a) Submit the table as part of your Technical Proposal in the specified format for each lot separately.
 - b) Use additional rows as required to address all parameters.

Technical Compliance Table Template (For Each Bid Form – Technical Bid)

LOT No. XX					
LOT (Description/Title)					
ITEM No. XX (Description)					
S. No.	Required Parameters (from Technical Specifications)	Offered Parameters (by Bidder)	Compliance (Yes/No)	Reference Page Number in the Bid	Online Reference Link or Datasheet with Page Number in the Bid
1	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]
2	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]
3	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]
4	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]
5	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]

TECHNICAL BID FORM
(For each Lot separately)

- *Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.*
- Optional Bid/Quote is not allowed. The bidders must comply with the requirements mentioned in SECTION – III and submit their bid accordingly against each item.
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Technical Bid.*

LOT No. XX						
LOT (Description/Title)						
ITEM No. XX (Description)						
S. No.	Item Name	Brand name with Country of Manufacturer	Make & Model	Country of Origin	Quantity	Offered Parameters (Specification/Dimensions)
1						
2						
3						
4						
5						

Stamp & Signature of Bidder _____

8.9. Contract Form **(For each Lot separately)**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

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

8.10. Financial Bid Form/Price Schedule

(For each Lot separately)

- Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.
- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Financial Bid.

FINANCIAL BID TEMPLATE

LOT No. 01							
IT Solutions							
S. No.	Item Name	Offered Parameters (Specification/Dimensions)	Brand, Make & Model	Country of Origin	Unit price for 03 years(inclusive of all taxes & duties etc.)	Quantity	Total price for 03 years (inclusive of all taxes & duties etc.)
I	Endpoint Detection and Response (EDR) Solution					800	
ii	Intelligent Network Detection and Response (NDR) Solution					1	
iii	Virtualization Infrastructure Solution for 50 Sockets					1	
iv	Virtual Desktop Infrastructure (VDI) Solution for 300 Concurrent Users					1	
v	SIEM Solution					1	
vi	Data Loss Prevention (DLP) Solution					500	
vii	Storage for Backup					1	
viii	Next Generation Firewall					2	
ix	NAS with Hard Drive					10	
x	Network Monitoring Solution					1	
xi	Windows Server 2025 Standard Edition Licenses					64 Core	
xii	Windows 11 Professional Edition Licenses					160	
TOTAL BID PRICE (for 03 years)							

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Note:

- In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. (Please refer ITB clause 2.5.6).
- In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

- (iii) A bid not compliant to the taxes (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.
- (iv) Where required, the price for the Optional Items should be quoted separately in the Financial Proposal.

Stamp & Signature of Bidder _____

8.11. Bid Security Form (For each Lot separately)

- To be reproduced on the letter head, signed & stamped by the Bidder.
- Copy of the Bid security instrument must be submitted with the financial proposal,
- **Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the conclusion of Bid Opening session at:**

Procurement Office

11th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring Agency] (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **thirty (30) days** after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature]

8.12. INTEGRITY PACT

(For each Lot separately)

- To be signed by the awardee

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of the Punjab (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

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

Name of Employer:
Signature:

[Seal]

Name of Contractor:
Signature:

[Seal]

Section IX- Check List

(For each Lot separately)

- The provision of this checklist is essential prerequisite along with submission of Bid.
- Please fill **(YES, NO, N/A)** or **“Check Mark”** the relevant columns, mark the Section Number, and attach this Checklist on top of the Technical Proposal.

SECTION No.	Description/Documents	Technical Proposal	Financial Proposal
1	Technical Bid Form & Compliance Table (as per form 8.8 of Bidding documents) on letter head of the firm, duly signed and stamped.		
2	Original Bid Security Instrument (CDR/Bank Guarantee / Demand Draft / Pay Order).		
3	Original Bid form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
4	Bidder Information Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
5	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm, duly signed and stamped.		
6	Copy of Registration with Income Tax Authorities - National Tax Number (NTN)		
7	Copy of Registration with relevant Sales Tax Authorities		
8	Copy of Income Tax and Sales Tax (Operative Status)		
9	Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- or Official Letter-head: (i) The firm is not blacklisted by the procuring agency and PPRA. (ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) (iii) The firm certify the correctness of information. (iv) The firm comply with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document. (v) The firm comply with all terms & conditions mentioned in the Bidding Documents. (vi) The firm comply that its Bid is valid for 90 days after opening of the E-Bid. (vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable. (viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within fifteen (15) days of the issuance of notification of award/Letter of Intent (LOI).		
10	Joint Venture (JV) Agreement and Bidder s JV Member information as per form 8.2 (if applicable)		
11	Authorization Documents/Mal/MAF/Certificates/Licenses/Verifiable Links etc. or any other documentary evidence to the same effect , as per the Evaluation Criteria		
12	Relevant Past Experience Documents , as per the Evaluation Criteria, on letter head of the firm, duly signed and stamped.		
13	All required samples (if demanded) have been submitted to <i>[name of the Procuring Agency/Department/Team]</i> or attached with the Technical Proposal.		
14	Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	Bid Security Form (as per form 8.11 of Bidding documents)		
16	Copy of Bid Security Instrument (CDR/Bank Guarantee / Demand Draft / Pay Order).		

Stamp & Signature of Bidder _____

