Auditor General of Pakistan

Bidding Documents

Provision of Enterprise Cloud Hosting Services
(Infrastructure-as-a-Service)

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Section I.
Invitation to Bid

Auditor General of Pakistan, Islamabad, Constitution Avenue Islamabad

(TENDER NOTICE No.)

The office of Auditor General of Pakistan is implementing Audit Management Information system, a SAP HANA data base solution, for digitizing its business processes. The solution comprises SAP Audit Management, SAP Business objects and various analytical tools.

In this regard, sealed tenders are invited from Income Tax and Sales Tax registered firms on the basis of Single-Stage-Two-Envelope procedure on Quality & Cost Basis Selection (QCBS) method **for provision of Enterprise Cloud Hosting Services (Infrastructure-as-a-Service).**

Last Date of Receiving and Opening	**20/01/2022**
Receiving Time	**11:30 a.m.**
Opening Time	**12:00 a.m.**
Bid Security	**= 2% of the quoted price**

The bidding documents are available in the office of the undersigned and on the AGP website and the same may also be obtained subject to the payment of the cost of the printing and provision of the document (tender Fee 500 PKR) as mentioned above in the shape of a Bank DD/PO issued in favor of the undersigned. The Pre-Bid meeting will be held on 10 January 2022 at 12:00 PM.

Director (SSA)
(Auditor General of Pakistan)
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Section II.

Instructions to Bidders

Instructions to Bidders

Section I. Instructions to Bidders

General

1. Scope of Bid

1.1 The Purchaser indicated in the **BDS** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Supply. The name, identification, and number of items/deliverables are provided in the **BDS**. The Purchaser shall use Open Competitive Bidding process involving single stage-two envelope bidding procedure, in accordance with Public Procurement Rules, 2004 PPRA Regulations 2010.

1.2 Throughout Bidding Document :

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and

(c) "day" means calendar day.

2. Corrupt Practices

2.1 Office of the AGP (OAGP) requires its staff as well as bidders, suppliers, and contractors under Government of Pakistan financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the OAGP :

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means 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;

(iii) "coercive practices" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practices" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Government -financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a Government contract.

3. Eligible Bidders 3.1 A Bidder must be a business entity, registered in Pakistan, as an Association of Person, company or any other legal entity.

3.2 OAGP considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under GOP's Anticorruption policies and measures. OAGP expects that its own staff expects as well as bidders, suppliers, and contractors, observe the highest standard of ethics. OAGP will take appropriate actions, which include not financing of the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this Bid; or

(d) 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 Purchaser regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. ; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

3.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the Contract shall have as their country of manufacture a country legally recognized by GOP and eligible for imports to Pakistan.

4.2 For purposes of this Clause, the term "goods" means the provision of cloud services "infrastructure as a service" and software(s) and the related license, and "related services" includes services such as installation, configuration, implementation of the cloud infrastructure

4.3 The term "country of manufacture" means the country where the goods have been developed, produced, manufactured, or processed.

4.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

Contents of Bidding Document

5. Sections of the Bidding Document

5.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Supply including list of goods and services, proposed delivery schedule, objectives and scope, functional and technical specifications

PART 3 Conditions of Contract and Contract Forms

- Section VI. General Conditions of Contract (GCC)

- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

5.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

5.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.

5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

6. Clarification of Bidding Document

6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than six (06) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 7 and 24.2.

7. Amendment of Bidding Document

7.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

Preparation of Bids

8. Cost of Bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

9.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **BDS**, in which

case, for purposes of interpretation of the Bid, such translation shall govern.

10. Documents Comprising the Bid

10.1 The Bid shall comprise the following:

(a) **Bid Submission Sheet and Annex**, **Technical Proposal Forms** (Functional/Technical Specification Compliance Forms, Manufacturer's /software developer's Authorization, if required, Bid Security Form, Evaluation Criteria Compliance Form (Section IV) and Proposed Delivery Schedules (Section V), **Financial Proposal Forms** (Price Schedules) Section IV

(b) Bid Security in accordance with ITB 19;

(c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;

(d) Documentary evidence in accordance with ITB 14 establishing the Bidder's eligibility to bid;

(e) Documentary evidence in accordance with ITB 15, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(f) Documentary evidence in accordance with ITB Clauses 16 and 31, that the Goods and Related Services conform to the Bidding Document;

(g) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

(h) Technical literature

(i) Any other document required in the **BDS**.

11. Bid Submission Sheet and Technical and Financial Proposal

11.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

(a) The Bidder shall prepare and submit the **(a)** Technical Proposal and **(b)** Financial Proposal in accordance with ITB 10.1, using the forms furnished in Section IV, and Section V.

12. Bid Prices

12.1 The prices quoted by the Bidder in the Financial Proposal (Price Schedules) shall be in PKR and shall conform to the requirements specified below.

12.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in

the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.

12.3 Prices shall be quoted in the Financial Proposal Form (as specified in each Price Schedule included in Section IV, Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:

For Goods and Services offered:

(i) The total price of the goods quoted shall include acquisition/arrangement, installation and configuration of infrastructure as a service

(ii) The Sales tax payable on the Goods by the purchaser, if the Contract is awarded to the Bidder, shall not be mentioned.

(iii) The total cost of Related Services shall not include any Sales Taxes.

12.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Financial Proposal submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31.

12.5 Prices quoted by the Bidder shall be for the entire items/deliverables. Prices quoted shall correspond to 100% of the items/deliverable specified and to 100% of the quantities specified.

13. Currencies of Bid

13.1 Bid prices shall be quoted in Pak Rupees

14. Documents Establishing the Eligibility of the Bidder

14.1 The eligibility of all legally registered Pakistani businesses (sole proprietor, association of person, companies etc.) is subject to provision of copies of documents establishing their legal origin.

15. Documents Establishing the Eligibility of the Goods and Related Services

15.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 4, Bidders shall mention the name of the country where the goods were manufactured in the Financial Proposal (Price Schedule Forms), included in Section IV, Bidding Forms.

16. Documents Establishing the

16.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid

Conformity of the Goods and Related Services to the Bidding Document

the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.

16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Supply.

16.3 Standards for workmanship, process, material, and equipment, specified by the Purchaser in the Section V, Schedule of Supply, are intended to be descriptive only. The Bidder may offer better standards of quality, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Supply.

17. Documents Establishing the Qualifications of the Bidder

17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17.2 If so required in the **BDS**, a Bidder that does not develop/manufacture or produce the Goods it offers to supply shall submit the Manufacturer's/software developer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2 Prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security

19.1 Unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its bid, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.

19.2 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in the following forms at the Bidder's option:

(a) a bank guarantee;

(b) Demand draft from a scheduled bank in Pakistan ;

Bid Security, in the form of bank guarantee, shall be submitted using the Bid Security Form included in Section IV The form must include the complete name of the Bidder. The Bid Security shall be valid for thirty days (30) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

19.3 Any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 19.2, shall be rejected by the Purchaser as nonresponsive.

19.4 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 42.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet,

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a Performance Security in accordance with ITB 42.1

22. Format and Signing of Bid

22.1 The Bid shall comprise a Technical Proposal and a Financial Proposal. Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the **BDS** and clearly mark them

"COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid.

22.3 Any amendments such as interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

23. Sealing and Marking of Bids

23.1 Bidders may always submit their bids by surface mail or by hand.

23.2 Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY". The remaining procedure will be as provided in Rule 36 (b) of Public Procurement Rules, 2004. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL.

23.3 The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 18.01.2022 AT 12:00 PM. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal (original and copy) is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

23.2 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the **BDS**.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in

accordance with ITB 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, if do not agree to an extension of the bid validity period in accordance with ITB 18.2, shall be allowed to withdraw their bids without forfeiture of their bid bonds or securities, after it has been submitted by sending a written Notice, duly signed by an authorized representative.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No bidder shall be allowed to alter or modify his bid. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.

26.4 Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing.

27. Bid Opening

27.1 The Purchaser shall only conduct the opening of Financial Proposal of the Bidder whose Technical proposals is found responsive and compliant to the criteria, in public at the address, date and time specified in the **BDS**.

27.2 All envelopes containing Financial Proposal shall be opened in one session, and the following read out and recorded: the name of the Bidder, the title/model of the offered product, the Bid Price per item/deliverable the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.

27.3 The Purchaser shall prepare a record of the Financial Proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, the Bid Price per item/deliverable, the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the results of the evaluation in accordance with ITB 40.1.

28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored. To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

31. Determination of Responsiveness

31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB11.

31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or

(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Supply have been met without any material deviation or reservation.

32. Nonmaterial Nonconformities

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission, under Public Procurement Rules, 2004.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Non-compliance to one or more of the Evaluation and Qualification Criterion/Criteria shall render the bid ineligible for further evaluation.

33. Correction of Arithmetical Errors

33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case 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 subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

34. Evaluation of Bids

34.1 The Purchaser shall evaluate each Bid, in accordance with Rule 30 of Public Procurement Rules, 2004, that has been determined, up to this stage of the evaluation, to be substantially responsive.

34.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined here and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

34.3 The evaluation committee shall open and evaluate the Technical Proposals on the basis of their responsiveness to the eligibility, qualification, technical criteria etc. specified in the Data Sheet and Section V. A Proposal shall be rejected at this stage if it does not respond to important aspects of the criteria.

34.4 To evaluate a Financial Proposal the Purchaser shall consider the following:

(a) the bid price as quoted in accordance with ITB 12;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

34.5 The Purchaser's evaluation of a bid will exclude and not take into account:

Sales tax, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;

35. Comparison of Bids

35.1 The Purchaser shall compare all substantially responsive Technical and Financial Proposals to determine the most advantageous bid in accordance with ITB 34.

36. Post-qualification of the Bidder

36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the Contract satisfactorily.

36.2 The determination shall be based upon verification of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next most advantageous evaluated bid to make a

similar determination of that Bidder's capabilities to perform satisfactorily.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Award of Contract

38. Award Criteria

38.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the most advantageous Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Supply, provided this does not exceed the percentages indicated in the **BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

40. Announcement o Evaluation Repo

40.1 Purchaser shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract. The results will be posted on the website of Purchaser (www.agp.gov.pk).

40.2 The Purchaser will publish on its website, as well as post on the website of PPRA, the results identifying the bid and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at public opening of Financial Proposal; (iii) name and prices of each Financial Proposal that was considered ; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

41. Signing of Contract

41.1 Ten days after announcing the evaluation report, the Purchaser shall send to the successful Bidder the Contract Agreement, along with General and Special Conditions of Contract.

41.2 Within five days (05) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

42. Performance Security

42.1 Within ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next most advantageous Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

43. Refund of Grievance 43.1 The redressal of grievances of bidders shall be governed by Rule 48 of the Public procurement Rules, 2004.

44. Arbitration

44.1 In case of any dispute, after coming into force of the procurement contracts, disputes between the parties to the contract shall be settled by arbitration, consistent with the laws of Pakistan, as agreed at the time of signing of the contract

Bid Data Sheet

Bid Data Sheet

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

A-Introduction	
ITB 2.1	The invitation for Bids is opened to all Cloud Service providers having registration for National Tax Number &Sales Tax Number with Federal Board of Revenue.
ITB2.3	Government owned enterprises may participate, only if they are legally allowed.
ITB 2.4	In addition to the contents of ITB 2.4 the bidder shall not be blacklisted by any organization belonging to Federal or Provincial Government. The bidder shall provide affidavit to this effect.
ITB 4.1	Name of Purchaser: Office of the Auditor General of Pakistan
B- Bidding Documents	
ITB 5.1(h)	Not applicable
ITB 6.1	Purchaser's address: Adnan Shoaib Director (PforR) Office of the Auditor General of Pakistan Constitution Avenue, Islamabad Phone No. 051-9224080 **FOR TECHNICAL RESPONSE:** Munawar Hussain Director General (I.T)
C-Preparation of Bid	
ITB 8.1	Language of the bid. "English"
ITB 15.1	Amount of bid security. 2% of the quoted price in shape of Call Deposit Receipt (CDR) in favour of AGP to be attached with the technical Bid.
ITB 16.1	Bid validity period. 120 Days
ITB 17.1	Bid: Single Stage (two envelop procedure)
D-Submission of Bid	
ITB 18.2 (a)	Address for bid submission. Office of the Auditor General of Pakistan, Constitution Avenue, Islamabad
ITB 18.2 (b)	Tender Notice No.##
ITB 29	Pre Bid Meeting on 10/01/2022
ITB 19.1	Deadline for bid submission. 20/01/2022
E-Bid Evaluation	
ITB 25.2	The common base currency is PAK rupees
ITB 33	The method of selection will be Quality and Cost Based as explained by PPRA vide their letter No. 11(110)/M&E/PPRA/2019, dated 21-08-2020 reproduced as Under:

	"2.B.(d) Highest Ranked in Quality & Cost Based Selection In such combination, there shall be some specific weightage of technical and financial proposal. The highest ranked shall be declared on the basis of combined evaluation." Financial bids of only those bidders will be opened/evaluated who secure a minimum of 70% marks in compliance with technical/functional specifications/ requirements provided in Section V of the bidding documents. The bid thereafter will be awarded to the most advantageous bidder as defined in PPRA Rules.

Section III

Evaluation Criteria Evaluation Criteria

1. Bidders need to fulfill all the Mandatory Requirements given in mandatory criteria for Substantive compliance. A Bid determined as not substantially responsive will be rejected.

2. Bids will be evaluated on the basis of technical and financial marks by giving 70% Weightage
to the Technical Score and 30% Weightage to the Financial Score.

3. Minimum score required against technical parameters is 60. If a bidder fails to obtain minimum 60 marks against technical parameters, respective offer will be rejected and will not be considered for further evaluation.

4. The contract will be awarded to lowest evaluated bidder having highest "Total Score" after
meeting all other requirements mentioned in this document.

5. Following formula shall be used to calculate the Technical Score, Financial Score and Total
Score:

Technical Score= Bidder's Technical Score **X** Weightage of Technical Score
Total Technical Score

Financial Score = Lowest Bid Price **X** Weightage of Financial Score
Bidder's Quoted Price

Total Score = Technical Score + Financial Score

Mandatory Criteria

S. No	Minimum Qualifications Criteria	Documentary proof to be submitted
1)	The Bidder shall be – A company incorporated under Companies Act, 2017 registered with Security and exchange commission of Pakistan and Minimum 3 Years since incorporation Or a statutory corporation In case of a company, it should be • Registered with the FBR • Company should have a valid STRN and NTN number	• Certificate of Incorporation; and • Copy of STRN certificate issued by FBR • NTN
Financial Stability		
2)	The Bidder shall have an annual average turnover of at least 100 million PKR per annum in at least 2 years out of last 3 financial years from IT services as on the date of submission of Bid.	• Audited Financial Statements or statutory auditor certificate specifying the net worth for the specified year.
	Project Experience	
3)	Bidder shall have experience of executing cloud implementation and support projects during last 3 years (as on the due date of submission of the bid) with at least 01 project costing not less than 3 million PKR annually.	• Work Order required to be submitted
	Office Location	
4)	The Bidder shall have an office located in Pakistan	• Relevant certificate
	Bidder should have primary and secondary Data/Application hosting within Pakistan on Federal or Provincial Government Datacenter Premises	• Documentary proof
5)	Submission of "Undertaking of Not Being blacklisted that, the firm or none of the firm's Partners or Directors have been blacklisted in Pakistan by any Government Departments or Public Sector Organization.	• Self-attested Undertaking

6)	Bidder must have at least a Tier 2 or higher Datacenter located within Pakistan	• Relevant Certificate
7)	Bidder must have SAP HANA Certified/Equivalent Machines in their Datacenter and/or a dedicated SAP S/4 HANA Managed/Equivalent Cloud Hosting Service	• Relevant Certificate
8)	Must offer round the clock (24 x 7) Support and submit Cloud Support Staff details	• Documentary proof and details of support services and staff
9)	Compliance with NITB and NTC relevant standards / guidelines for cloud management	Relevant Certificate
10)	Compliance with Indicative Hardware Sizing which includes VDCs Configurations, Hardware Resources and Requisite Features as mentioned in Section V	Documentary Proof

Technical Criteria

SR. NO	EVALUATION CRITERIA	MAX MARKS
1.	**Projects for Cloud Services (Work Order required to be submitted)** No. of Projects with Minimum Value of 3 Million 1-3 Projects – 05 marks 4-6 Projects – 10 marks 7+ Projects – 15 marks 05 extra marks for experience in more than 10 projects	20
2.	**Data Center Tier** Tier 2 – 10 marks Tier 3 – 15 marks	15
3.	**ISO certification focused on the cloud security** **Such as** ISO 27001, ISO 27002, ISO/IEC 27017 ISO 27001 10 Marks ISO 27002 2.5 Marks ISO 27017 2.5 Marks	15
4.	**Team Capacity** **Qualified Human resources with relevant experience to work on the tasks and relevant technology. Companies to provide resource profiles/CVs along with proof of their employment with the company.** **Calculation Criteria:** 1-5 resources – 10 marks 5-10 resources – 20 marks 10+ resources – 30 marks	30

5.	**High Availability (HA) and failover solution in the event a System. service, or server failure – 10 marks** **Disaster Recovery (DR) to provide a recovery solution across a geographically separated distance in the event of a disaster – 10 marks**	20
TOTAL MARKS		**100**

Section IV.

Bidding Form

Bid Submission Sheet

Date: _____
Contract No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services: _____
_____;

(c) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____percent of the Contract Price for the due performance of the Contract;

(e) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: ***[insert Name and Address of Purchaser]***

Date: ***[insert date]***

BID GUARANTEE No.: ***[insert number]***

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") has submitted to you its bid dated ***[insert date]*** (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** .

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____
In the capacity of _____
Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____
Date__

DELIVERY SCHEDULE

#	Parameter	Timelines
1	Kick Off Meeting and Sign Off	Within 7 working days from the issuance of Order
2.	Provisioning of cloud landing zone covering foundational services (account setup, cloud security services, user roles & permissions etc.), compute services, storage services and network connectivity	Within 30 working days from the issuance of Purchase Order PO
3.	Operational acceptance	7 working days after provisioning the services
4.	Operation and maintenance phase	Will start from the date of operational acceptance provided

PRICE SCHEDULE (Per Month)

S.	OS	v CPUs	V RAM in GB	SSD Storage GB	Networking	Security
1	Suse Linux					
2						
3						
4						
5						
Total Amount						

Mandatory Criteria

S. No	Minimum Qualifications Criteria	Bidder's Response
1)	The Bidder shall be – A company incorporated under Companies Act, 2017 registered with Security and exchange commission of Pakistan and Minimum 3 Years since incorporation Or a statutory corporation In case of a company, it should be • Registered with the FBR • Company should have a valid STRN and NTN number	
Financial Stability		
2)	The Bidder shall have an annual average turnover of at least 100 million PKR per annum in at least 2 years out of last 3 financial years from IT services as on the date of submission of Bid.	
	Project Experience	
3)	Bidder shall have experience of executing cloud implementation and support projects during last 3 years 21 (as on the due date of submission of the bid) with at least 2 projects costing not less than 100 million PKR each annually or at least 1 project costing not less than 200 million PKR annually	
	Office Location	
4)	The Bidder shall have an office located in Pakistan	
	Bidder should have primary and secondary Data/Application hosting within Pakistan on Federal or Provincial Government Datacenter Premises	
5)	Submission of "Undertaking of Not Being blacklisted that, the firm or none of the firm's Partners or Directors have been blacklisted in Pakistan by any Government Departments or Public Sector Organization.	

6)	Bidder must have at least a Tier 2 or higher Datacenter located within Pakistan	
7)	Bidder must have SAP HANA Certified/Equivalent Machines in their Datacenter and/or a dedicated SAP S/4 HANA Managed/Equivalent Cloud Hosting Service	
8)	Must offer round the clock (24 x 7) Support and submit Cloud Support Staff details	
9)	Compliance with NITB and NTC relevant standards / guidelines for cloud management	
10)	Compliance with Indicative Hardware Sizing which includes VDCs Configurations, Hardware Resources and Requisite Features as mentioned in Section V	

Technical Criteria

SR. NO	EVALUATION CRITERIA	MAX MARKS	Bidder's Response
1.	**Projects for Cloud Services (Work Order required to be submitted)** No. of Projects with Minimum Value of 10 Million 1-3 Projects – 05 marks 4-6 Projects – 10 marks 7+ Projects – 15 marks 05 extra marks for experience in more than 10 projects	20	
2.	**Data Center Tier** Tier 2 – 05 marks Tier 3 – 10 marks	10	
3.	**ISO certification focused on the cloud security Such as** ISO 27001 and ISO 27002, the ISO/IEC 27017 ISO 27001 8 Marks ISO 27002 8 Marks ISO 27017 9 Marks	25	
4.	**Team Capacity**	25	

	Qualified Human resources with relevant experience to work on the tasks and relevant technology. Companies to provide resource profiles/CVs along with proof of their employment with the company. **Calculation Criteria:** 1-5 resources – 05 marks 5-10 resources – 15 marks 10+ resources – 25 marks		
5.	**High Availability (HA) and failover solution in the event a System. service, or server failure – 10 marks** **Disaster Recovery (DR) to provide a recovery solution across a geographically separated distance in the event of a disaster – 10 marks**	20	
TOTAL MARKS		**100**	

VDC Configuration

SN	Descriptions	Requirements	Bidder's Response
1	Total Number of VMs	22	
2	OS	Suse Linux Enterprise Server	

Hardware Resources

SN	Requirements	Infrastructure	Bidder's Response
1	V-CPUs **(Cores)**	272	
2	RAM **(GB)**	5500	
3	Storage Type	SSD	
4	Storage **(GB)**	75 Terabytes	
6	Network Bandwidth **(Mbps)**	20	

Requisite Features

Features	Description	Further Details	Bidder's Response
OS	Licensed version of OS	Suse Linux Enterprise Server for SAP Applications minimum 15 SP02	
Threat Protection	Unified Threat Protection through firewall	**Minimum 20 Mbps throughput**	

IP Address	Public IP Addresses		
WAF	Web-application firewall to protect customer interfacing web application		
Virtual Private Networking	To establish secure connectivity for remote users to access the application hosted on Cloud Platform	**775 Concurrent users**	
DDoS Protection	Volumetric DDoS protection of internet Bandwidth.		
2FA access to Virtual Data Center (VDC)	2-factor authentication enabled on customer VDC. All the users who access the customer VDC have to perform 2-factor authentication using Username Password and VM Verify Soft token or SMS.		
Managed Infra as a Service	VMs Creation, Modification & Management. Cloud Network & Edge Service Gateway. OS Installation, Patching & Up-gradation		

Section V.
Schedule of Requirements

SCOPE OF WORK

The office of the Auditor General of Pakistan intends to have Enterprise Cloud Hosting Services (Infrastructure-as-a-Service) for the hosting of Audit Management Information System (AMIS).

The Bidder shall be responsible for provisioning of computing infrastructure (server/virtual machines), storage for hosting AMIS applications and maintain the VM's including underlying Hardware, Operating Systems, antivirus and provisioning of requisite network infrastructure (including switches, router, firewalls, and load balancers) to ensure accessibility of the servers as per defined SLA's. The server storage has to be provided on high speed disks (SSD's) for optimal performance.

The Bidder shall examine the application landscape that needs to be hosted on cloud infrastructure. This activity may enable the Bidder to gauge the application workload requirements before provisioning the respective cloud infrastructure / Configuration and Services for the respective applications as per the Industry standards. The Bidder shall support the AMIS vendor in deployment of applications on the cloud infrastructure and maintaining all infrastructure related activities during the contract period.

The Bidder shall have monitoring tools for measuring the utilization for servers, storage and network. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder. Bidder should also provide access of this tool to the purchaser.

The Bidder shall be responsible for ensuring security of cloud services and infrastructure.

The cloud infrastructure / service provisioned by the Bidder must be scalable and flexible. The purchaser shall be able to add/reduce cloud infrastructure / services on demand basis.

Bidder shall be responsible to provide manpower suitably qualified and experienced to meet the defined SLAs and The support cost quoted by the Bidder shall include all cost towards monitoring, management and support the cloud infrastructure / services etc.

The Bidder will be required to provide a minimum of the following managed services, but not limited to:

- Setup, configure and manage the following cloud components but not limited to:
- Virtual machines, containers.

- Storage
- Network and security (public subnets, private subnets, security rules, VLAN etc.).
- Identity and access management.
- Set up of database and database administration tasks.
- Managed Load Balancer.
- Managed Firewall, Built-in security like IDS / IPS, DDoS mitigation, SSL Interceptor firewall shall be provided in the cloud platform.
- Monitoring of all instances and reporting of failure as per SLA.
- Provide access to monitor health/system utilization through a dashboard.
- Monitoring all cloud services used for an application and fixing of issues, if any.

Indicative Hardware Sizing

The table below provides an indicative Hardware Sizing required for the hosting the AMIS system. The cloud service should have auto scale feature and therefore, the resources as necessitated by workload demand shall get scaled up.

VDC Configuration

SN	Descriptions	Requirements
1	Total Number of VMs	22
2	OS	Suse Linux Enterprise Server

Hardware Resources

SN	Requirements	Infrastructure
1	V-CPUs **(Cores)**	272
2	RAM **(GB)**	5500
3	Storage Type	SSD
4	Storage **(GB)**	75 Terabytes
6	Network Bandwidth **(Mbps)**	20

Requisite Features

Features	Description	Further Details
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IP Address	Public IP Addresses	
WAF	Web-application firewall to protect customer interfacing web application	
Virtual Private Networking	To establish secure connectivity for remote users to access the application hosted on Cloud Platform	**775 Concurrent users**
DDoS Protection	Volumetric DDoS protection of internet Bandwidth.	
2FA access to Virtual Data Center (VDC)	2-factor authentication enabled on customer VDC. All the users who access the customer VDC have to perform 2-factor authentication using Username Password and VM Verify Soft token or SMS.	
Managed Infra as a Service	VMs Creation, Modification & Management. Cloud Network & Edge Service Gateway. OS Installation, Patching & Up-gradation	

Helpdesk and Technical support services

3. The bidder should provide 24/7 Helpdesk and Technical support services. This will include system maintenance windows. Bidder should provide a 24/7 operated contact number which will be used by DAGP or AMIS vendor to raise any issues related to the services provided by the bidder.

Performance Monitoring Requirements

The Provider shall implement the audit & Monitoring features to enable monitoring of the provisioned resources, performance, resource utilization, and security compliance:

a. View into the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.

b. Event-based alerts, to provide proactive notifications of scheduled activities, such as any changes to the infrastructure powering the cloud resources.

c. System-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources.

System Landscape

Domain Name /Status	Qty	Server Name	Role	Database	OS	OS Drive	SAP Data	Backups Drive	Total HD	Processor	Memory
SAP DEV											
1	1	DEV	SAP S/4HANA	HANA	Linux SUSE	256 GB	2 TB	1 TB	3.2 TB	12 Cores	256 GB
2	1	Content Server	Content Server	-	Linux SUSE	256 GB	3.8 TB	External Drives	4 TB	6 Cores	32 GB
3	1	BOBJ Server	SBOP	HANA	Linux SUSE	256 GB	1.8 TB	1 TB	3 TB	12 Cores	256 GB
4	1	ADS Server	NW as JAVA	HANA	Linux SUSE	256 GB	1 TB	1 TB	2.2 TB	8 Cores	256 GB
SAP QAS											
1	1	QAS	SAP S/4HANA	HANA	Linux SUSE	256 GB	3 TB	2 TB	5.2 TB	18 Cores	384 GB
2	1	Content Server	Content Server	-	Linux SUSE	256 GB	3.8 TB	External Drives	4 TB	6 Cores	32 GB
3	1	BOBJ Server	SBOP	HANA	Linux SUSE	256 GB	1.8 TB	1 TB	3 TB	12 Cores	256 GB
4	1	ADS Server	NW as JAVA	HANA	Linux SUSE	256 GB	1 TB	1 TB	2.2 TB	8 Cores	256 GB
SAP PRODUCTION Environment Primary											
1	1	PRD - Primary	SAP S/4HANA	HANA	Linux SUSE	256 GB	3 TB	2 TB	5.2 TB	32 Cores	768 GB
2	1	Content Server	Content Server	-	Linux SUSE	256 GB	3.8 TB	External Drives	4 TB	6 Cores	32 GB
3	1	BOBJ Server	SBOP	HANA	Linux	256	1.8 TB	1 TB	3 TB	18 Cores	256 GB

					SUSE	GB					
4	1	ADS Server	NW as JAVA	HANA	Linux SUSE	256 GB	1 TB	1 TB	2.2 TB	8 Cores	256 GB
SAP PRODUCTION Environment Secondary											
1	1	PRD - Secondary	SAP S/4HANA	HANA	Linux SUSE	256 GB	3 TB	2 TB	5.2 TB	32 Cores	768 GB
2	1	Content Server	Content Server	-	Linux SUSE	256 GB	3.8 TB	External Drives	4 TB	6 Cores	32 GB
3	1	ADS Server	NW as JAVA	HANA	Linux SUSE	256 GB	1 TB	1 TB	2.2 TB	8 Cores	256 GB
DMZ											
1	1	SAP router - Web Dispatcher	SAP router - Web Dispatcher	-	Linux SUSE	64 GB	436 GB		500 GB	6 Cores	32 GB
2	1	SAP router - Web Dispatcher	Backup – SAP router and Web Dispatcher	-	Linux SUSE	64 GB	436 GB		500 GB	6 Cores	32 GB
3	1	LOGs Server	Logs Backup	-	Linux SUSE	256 GB		3.8 TB	4 TB	4 Cores	32 GB
SAP PRODUCTION Disaster Recovery											
1	1	PRD - Primary	SAP S/4HANA	HANA	Linux SUSE	256 GB	3 TB	2 TB	5.2 TB	32 Cores	768 GB
2	1	Content Server	Content Server	-	Linux SUSE	256 GB	3.8 TB	External Drives	4 TB	6 Cores	32 GB
3	1	BOBJ Server	SBOP	HANA	Linux SUSE	256 GB	1.8 TB	1 TB	3 TB	18 Cores	256 GB
4	1	ADS Server	NW as JAVA	HANA	Linux SUSE	256 GB	1 TB	1 TB	2.2 TB	8 Cores	256 GB

Section VI
General Conditions of Contract

General Conditions of Contract

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, or the supply order issued by the purchaser to the supplier as the case may be, 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 contractua obligations.

(c) "The Goods/Services" means all of the equipment, machinery, and/o other materials which the Supplier is required to supply to the Purchase under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods/Services, such as transportation and insurance, and any othe incidental services, such as installation, commissioning, provision o technical assistance, training, and other such obligations of the Supplie covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in thi section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the organization purchasing the Goods/Services, as mentioned in Bid Data Sheet**.**

(h) "The Purchaser's country" is **Pakistan.**

(i) "The Supplier" means the individual or firm supplying the Goods/Services and Services under this Contract and **named in Supply Order.**

(j) "The Purchaser" means the **Auditor General of Pakistan**.

(k) "The Project Site," where applicable, means the place or places **named in Bid Data Sheet and technical specifications**

(l) "Day" means calendar day.

2. Application

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

3. Country of Origin

3.1 All Goods/Services and Services supplied under the Contract shall have thei origin in the countries as elaborated in the T**echnical Specifications.**

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

3.3 The origin of Goods/Services and Services is distinct from the nationality o the Supplier.

4. Standards

4.1 The Goods/Services 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/Services' 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 Purchaser

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

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

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Purchaser 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 Purchaser, if so required by the Purchaser.

6. Patent Rights

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

7. Performance Security

7.1 Within Seven (07) days from the issuance of acceptance letter from the Purchaser, the successful Bidder shall furnish the performance security in shape of CDR at the discretion of the Purchaser in the amount **specified in SCC.** In case the amount of bid security is equal or greater than the value of the Goods/Services to be supplied then the bidder shall not require furnishing the performance security separately, it will be retained or deducted from the bidder's claim on bidder's choice.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

(a) CDR or any bank instrument issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser.

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

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods/Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall

specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods/Services after the Goods/Services' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods/Services having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods/Services' 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/Services 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/Services' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and Documents

10.1 Delivery of the Goods/Services 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 For purposes of the Contract, "CFR," "CPT", the terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are **specified inSCC.**

11. Insurance

11.1 The Goods/Services supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

11.2 Where delivery of the Goods/Services is required by the Purchaser on a CFR or CPT basis, the Purchaser shall arrange and pay for cargo insurance, naming the supplier as beneficiary.

12. Transpor-tation

12.1 Where the Supplier is required under Contract to deliver the Goods/Service FOB, transport of the Goods/Services, up to and including the point of putting the Goods/Services on board the vessel at the specified port of loading, shal be arranged and paid for by the Supplier, and the cost thereof shall be include in the Contract Price. Where the Supplier is required under the Contract t deliver the Goods/Services FCA, transport of the Goods/Services and delivery into the custody of the carrier at the place named by the Purchaser or othe agreed point shall be arranged and paid for by the Supplier, and the cost thereo shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods/Service CFR or CPT, transport of the Goods/Services to the port of destination or such other named place of destination in the Purchaser's country, as shall b specified in the Contract, shall be arranged and paid for by the Supplier, an the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport th Goods/Services to a specified place of destination within the Purchaser' country, defined as the Project Site, transport to such place of destination i the Purchaser's country, including insurance and storage, as shall be specifie in the Contract, shall be arranged by the Supplier, and related costs shall b included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods/Service CFR or CPT, no restriction shall be placed on the choice of carrier. Where th Supplier is required under Contract (a) to deliver the Goods/Services FOB o FCA, and (b) to arrange on behalf and at the expense of the Purchaser fo international transportation on specified carriers or on national flag carriers o the Purchaser's country, the Supplier may arrange for such transportation o alternative carriers if the specified or national flag carriers are not available t transport the Goods/Services within the period(s) specified in the Contract.

13. Incidental Services

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

(a) performance or supervision of on-site assembly and/or start-up of th supplied Goods/Services;

(b) furnishing of tools required for assembly and/or maintenance of th supplied Goods/Services;

(c) furnishing of a detailed operations and maintenance manual for eac appropriate unit of the supplied Goods/Services;

(d) performance or supervision or maintenance and/or repair of th supplied Goods/Services, for a period of time agreed by the parties provided that this service shall not relieve the Supplier of any warrant obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on site, in assembly, start-up, operation, maintenance, and/or repair of th supplied Goods/Services.

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

14. Spare Parts

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

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the Goods/Services, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC.**

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

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

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

16. Payment

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

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

16.3 Payments shall be made promptly by the Purchaser after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

17. Prices

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

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:

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

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

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

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

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

22. Delays in the Supplier's Performance

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

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods/Services and performance of Services, the Supplier shall promptly notify the Director (SSA) 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 Director (SSA) shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

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

23. Liquidated Damages

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

24. Termination for Default

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

(a) if the Supplier fails to deliver any or all of the Goods/Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods/Services or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods/Services or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

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

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek

all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

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

27.2 For the remaining Goods/Services, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/Services and Services and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods/Services under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

28.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the Supplier shall not be liable to the Purchaser, whether in contract tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether unde the Contract, in tort or otherwise, shall not exceed the total Contrac Price, provided that this limitation shall not apply to the cost o repairing or replacing defective equipment.

30. Governing Language

30.1 The Contract shall be written in the language **specified in SCC.** Subject t GCC Clause 31, the version of the Contract written in the specified languag shall govern its interpretation. All correspondence and other document pertaining to the Contract which are exchanged by the parties shall be writte in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of th Purchaser's country, unless otherwise **specified in SCC.**

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall b sent to the other party in writing or facsimile and confirmed in writing to th other party's address **specified in SCC.**

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

33. Taxes and Duties

33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties license fees, and other such levies imposed outside the Purchaser's country and purchaser's country as **specified in SCC.**

33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees etc., incurred until delivery of the contracted Goods/Services to the Purchaser

Section VII.

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. **Performance Security (GCC Clause 7)**

GCC 7.1—

A. For Goods/Services offered from within Pakistan and abroad by the local agent by Pakistan:

the successful Bidder shall furnish the performance security @ 5 % of the value of Supply Order or Contract in shape of CDR or any bank instrument except bank guarantee in favour of Director (SSA), AGP within Seven (07) days from the issuance of acceptance by the purchaser. In case the amount of bid security is equal or greater than the value of the performance security, then the bidder shall not require furnishing the performance security separately.

B. 2% CDR or any bank instrument except bank guarantee in favor of Director (SSA) already received in lieu of earnest money in case of general type good(s) will be retained by the office for 3 month from the day of supply of the respective good(s) or fully consumed whichever is earlier.

2. **Inspection and Tests (GCC Clause 8)**

GCC 8.1- By the concerned purchaser in accordance with the specifications or samples or both as required.

3. The representative of the firm(s) shall present the Authority Letter from the respective firm in the tender opening meetings with them, failing which he will not allowed to sit in the said meeting

4. **Warranty (GCC Clause 15)**

GCC15.2&15.4: One year free of cost labour and material etc. at site from the date of commissioning of Goods/Services.

5. **Bid Prices (11.2 ITB)**

a). for Goods/Services offered from within Pakistan;

the price shall be quoted on FOR AGP basis. (FOR means the price of Goods/Services quoted by the bidder shall be inclusive of all costs, expenses, charges, duties and taxes etc. whatsoever incidental to their delivery, installation and commissioning as the case may be at AGP site).

b) for Goods/Services offered from abroad by the LOCAL AGENT:

the price shall be quoted Cost and Freight (CFR), Carriage Pad to (Duty Paid) (CPT) Karachi seaport or Lahore/Faisalabad airport Pakistan, as the case may be. The bidder shall also add all cost expenses, charges, duties and taxes etc. whatsoever expect customs, incidental to delivery installation/commissioning of Goods/Services from the port of destination to AGP site. The bidder, in quoting the price, shall be free to use transportation in abroad except transit and means of transport through/of Israel.

6. Payment (GCC Clause 16)

7. **Prices (GCC Clause 17)**
GCC17.1: No Price adjustment is allowed.

8. **Change Orders (GCC Clause 18)**
Not applicable

9. **Liquidated Damages** (GCC Clause 23)

GCC 23.1—Applicable rate:

The liquidated damages, if imposed, will be recovered at the rate of up-to 0.67% of the value of Goods/Services supplied/installed/commission late per day or a part of a period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the Goods/Services delivered/installed/commission late.

10. **Termination of Contract by Service Provider**
GCC 24, 26, 27 - The Service Provider shall give at least 06 months' time period prior to termination of provision of services to the Client

11. **Settlement of Disputes (GCC Clause 28)**

The settlement of dispute will be settled in accordance with mechanism for redress of grievances and settlement of dispute as specified below: -

Complaints of bidder/contractor shall be disposed/settled by a committee and arbitration prior to the entry into force and after into force of procurement contract respectively. Accordingly, grievances committee with powers and terms of reference and method of arbitration are as under: -

A. Grievances Committee:

The committee comprises the following to address the complaints of the bidders prior to entry into force of the procurement contract: -

i. Deputy Auditor General Policy (Convener)

ii Director general HRM (Member)

iii. Director legal (Secretary)

Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report under rule 37 of the AGP Procurement Rules 2014. The committee shall address the complaints of bidders that may occur prior to the entry into force of the procurement contract. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Any bidder not satisfied with the decision of the committee may lodge an appeal in the relevant court of jurisdiction.

DRAFT

Service Level Agreement

Between

Cloud Service Provider

And

Auditor General of Pakistan Office

This agreement is made at Islamabad as of this _____ day of _____, _____ Year of execution, by and between **Auditor General of Pakistan Office**, having its Office at Auditor General of Pakistan Office, Constitution Avenue, Islamabad, (hereinafter referred to as the "**AGP Office"** which expression shall include its successors and assigns)

And

_____ having its registered office at _____ which expression shall be deemed to mean and include its administrators, successors-in-interest, authorized representatives, and permitted assigns). _____ and AGP Office may herein after be collectively referred to as the "Parties" and each individually as a "Party".

WHEREAS, AGP Office is desirous of hiring **Virtual Dedicated Server (VDS) Services in IaaS Model** as per agreed Financials, for the desired services for a period of (at least Two Years).

AND WHEREAS, AGP Office asked for provision of the desired services and the SERVICE PROVIDER warrants and represents for providing efficient and reliable services of **Virtual Dedicated Server (VDS) Services in IaaS Model.**

WHEREAS, the _____ is engaged in the business of rendering the desired services to different organizations and it hereby expresses its ability and willingness to provide the desired service along with necessary equipment, type of Contract.

NOW THEREFORE, in consideration of the promises and mutual undertaking and covenants hereinafter set forth, the Parties hereby agree as follows:

SECTION 1. SCOPE OF WORK & CONTRACT TERM

The provided Solution is **Virtual Dedicated Server** (**VDS) Services in IAAS Model** with the provision of access to cloud services which includes provision of infrastructure, NG firewall, IPS/IDS, web application firewall, DDOS protection and management of underlying network, facility of taking data & configurations backup and Disaster Recovery arrangements within Pakistan. The above resources as demanded by DAGP will be provided by SERVICE PROVIDER for a period of 03 years. The rates offered by the Service Provider will remain the same during the currency of the project.

TERM:

The initial term of this Contract shall be for Three Years w.e.f. (effective date: _____). Any extension in the term of Contract will be binding on both parties, subject to mutual consent of both the parties.

SECTION 2. PRICING TERMS

2.1 The Services under this Contract shall be rendered at agreed monthly recurring cost as Rs. Per months . Following unit charges will be applied against the additional resources if required:

a. CPU Cores Rs. _____/Month
b. RAM (in GBs) Rs. _____Month
c. Storage (in GBs) Rs. _____Month
d. Network Security Charges Rs. _____Month
e. Internet Bandwidth Charges Rs. _____Month
f.

Billing will be done by Cloud service Provider against procured services in advance on annual basis.

2.2 All payments through cross cheque, under this contract, shall be made entirely and solely in equivalent Pak Rupees. The AGP Office shall use its best efforts to make payment within due date against duly verified invoices.

2.3 To avoid delay in payment, it is essential that the invoices shall:

(a). Be duly signed and stamped and type-written in English

(b). Be identified by the Contract number

(c). Contain sufficient description of services provided by the service Provider

(d). State the period of Services, duly verified with sign and stamp of service Provider official.

(e). Be precise and strictly in accordance with the Contract

(f). Contain any other information deemed essential either by service Provider or by the Auditor General Office.

(g). Be submitted to the AGP Office at the address given under section 14 of the contract.

SECTION 3. TAXES AND DUTIES

3.1 Any taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable outside Pakistan by the service Provider and or by the expatriate personnel deputed by the service Provider in connection with the services supplied under the Contract shall be the exclusive responsibility of the service Provider.

3.2 Any taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable in Pakistan by the service Provider and / or by the expatriate personnel deputed by the service Provider in connection with its

performance under the Contract shall be the exclusive responsibility of the service Provider.

3.3 The service Provider shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan (awarded from time to time).

3.4 The service Provider shall keep the AGP Office duly informed about the steps taken by the service Provider in order to meet its obligations under the Contract and provide the necessary documents to the AGP Office in this connection.

3.6 The service Provider shall indemnify the AGP Office against any claim which might occur due to non-compliance by service Provider of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to Government or Governmental agencies.

SECTION 4. ADJUSTMENT OF CONTRACT PRICE

The Contract value (price) shall be subject to adjustment as a result of addition / reduction in scope of work. The quantum of any work, not covered in the scope of work shall be subject to approval of AGP Office (in case of increase in resources, prior intimation should be given so that AGP Office can take executive approval).

SECTION 5. SERVICE PROVIDER'S OBLIGATIONS

5.1 The service Provider warrants and represents that all Services along with necessary equipment provided under this Contract shall be in accordance with good industry practice and service Provider shall use very reasonable means for efficient and timely provision of the Services.

5.2 The service Provider will be obligated to provide adequate, efficient services.

5.3 The provided solution is Virtual Dedicated Server (VDS) Services in IaaS Model services. service Provider will be responsible for provision and availability of the provided infrastructure, bandwidth and Network Security Services.

SECTION 6. AUDITOR GENERAL OFFICE'S OBLIGATIONS

AGP Office will be responsible for the deployment and maintenance of Platform, Database and application. AGP Office will also be responsible for timely payments of the used service and fair usage of the provided resources.

SECTION 7. SUPPORT & MAINTENANCE REQUIREMENTS

Following will be the scope of support & maintenance provided by SERVICE PROVIDER and AGP Office

7.1 Support Procedure

All support requests shall be logged with service Provider Services Desk System via email and the SERVICE PROVIDER support resources will ensure resolution of the issues, which are related to the in scope services proposed in this response.

7.2 Incident Response & Resolution Time:

When creating the Incident in SERVICE PROVIDER Incident Management System, SERVICE PROVIDER will ensure to integrate the SLA with the Incident Management System.

The priority of incident must be chosen according to the following definition:

Category	Priority	Recommended Time Frame	
		Response Time (Hours)	Resolution Time
Emergency	Emergency	01	FSC
Non-Emergency	Urgent	04	08-12 Hours
	High	08	02 Working Days
	Medium	16	04 Working Days
	Low	24	08 Working Days

SECTION 8. DECLARATION

8.1 Cloud Service Provider 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 of Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bride, finder's fee or kickback, whether described as consultation fee or otherwise, with object of obtaining or inducing the procurement of a contract, right, interest, privilege, or other obligation or benefit in whatsoever from the Auditor General Office, except that which has been expressly declared pursuant hereto.

8.2 The Cloud Service Provider accepts full responsibility and strict liability for making any false declaration, not making full disclosure, miss-presenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege, or other obligation or benefit obtained, or procured as aforesaid shall, without prejudice to any other rights and remedies available to the AGP Office under any law, contract or other instrument, be avoidable at the option of the Auditor General Office.

SECTION 9. LIABILITIES

9.1 Each party shall defend, indemnity and hold the other party harmless from and against any claim arising out of (i) loss of or damage to its own property, and/ or (ii) death of or injury to its own personnel.

9.2 Each party shall be liable for, and shall defend, indemnify and hold the other party and its members/affiliates, co-ventures (if any), its respective employees, directors, officers, agents and invitees harmless from and against all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses and liabilities of any kind and character arising out of third party property damage (including loss) or third party person injury (including death) caused by the indemnifying party's negligence during the performance of the Contract.

SECTION 10. ARBITRATION

10.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either party may give written notice to the other for appointment of an expert to resolve the dispute. The expert shall be Pakistani national and shall have at least ten years of experience in the relevant technical field.

10.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the parties under this Contract, the parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If

the parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either party may notify the other in writing specifying the nature of the dispute and designate one arbitrator in agreement with other part to whom such dispute shall be referred.

10.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed there under shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.

10.4 The expenses of arbitration shall be charged equally to the Parties.

SECTION 11. ASSIGNMENT

The Cloud Service Provider shall not sub-contract or assign either whole or part of its obligations under this Contract without the prior written consent of the AGP Office and such consent if given shall not relieve the Cloud Service Provider from any liability or obligation under this Contract. The Cloud Service Provider shall be responsible for the acts, defaults and negligence of any kind, its personnel or agents as fully as it they were the acts, defaults or negligence of the SERVICE PROVIDER, or its personnel.

SECTION 12. AMENDMENTS

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the duly authorized representative of the AGP Office and the Cloud Service Provider.

SECTION 13. GOVERNING LAW

This Contract shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

SECTION 14. NOTICES

Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service or facsimile to the address of the parties as follows:

<u>To the Cloud Service Provider:</u>

Name
Address:
Telephone:
Facsimile:

To the Auditor General Office:

Director (P for R)

Address: Office of Auditor General, Constitution avenue, Islamabad

Telephone: 051-9217400

Facsimile:

Notices shall be deemed served when received by the addressee.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written:

For and on behalf of Auditor General Office:	**For and on behalf of Service Provider:**
_____	_____
Name:_____	Name: _____
Designation: _____	Designation: _____

Witnesses:

1. _____	1. _____
Name:_____	Name:_____
Designation:_____	Designation _____

2. _____ 2. _____

Name: _____ Name: _____

Designation: _____ Designation: _____

Section VIII
Contract Forms[1]

Table of Forms

Agreement

8-1

Performance Security

8-2

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter "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 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 Purchaser's Notification to the Supplier of Award of Contract;
(b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
(c) the Special Conditions of Contract;

[1] This is a draft contract (including general and special conditions of the contract) and the final version may exclude and/or include any clause(s) in accordance with the Public Procurement Rules, 2004 and other instructions of the Government.

(d) the General Conditions of Contract;
(e) the Schedule of Supply; and
(f) _____.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Date: _____

Contract Name and No. :_____
_____

To: _____

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____ _____, legally domiciled in _____ _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

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

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____