

Request for Bids

Goods

(One-Envelope Bidding Process)

Procurement of Enterprise Cyber Security, Security Operations, and Application Security Solution



**Project Implementation Unit (PIU)
Punjab Urban Land Systems Enhancement (PULSE)
Punjab Land Records Authority
Government of the Punjab**

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Table of Contents

PART 1 – Bidding Procedures	3
Section I - Instructions to Bidders.....	5
Section II - Bid Data Sheet (BDS)	35
Section III - Evaluation and Qualification Criteria	41
Section IV - Bidding Forms	47
Section V - Eligible Countries	65
Section VI - Fraud and Corruption.....	67
PART 2 – Supply Requirements	71
Section VII - Schedule of Requirements.....	73
PART 3 - Contract	101
Section VIII - General Conditions of Contract	102
Section IX - Special Conditions of Contract.....	127
Section X - Contract Forms	133

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

Contents

A. General	7
1. Scope of Bid.....	7
2. Source of Funds	7
3. Fraud and Corruption	8
4. Eligible Bidders.....	8
5. Eligible Goods and Related Services	10
B. Contents of Request for Bids Document.....	11
6. Sections of Bidding Document	11
7. Clarification of Bidding Document.....	12
8. Amendment of Bidding Document	12
C. Preparation of Bids	12
9. Cost of Bidding	12
10. Language of Bid.....	13
11. Documents Comprising the Bid	13
12. Letter of Bid and Price Schedules	14
13. Alternative Bids	14
14. Bid Prices and Discounts	14
15. Currencies of Bid and Payment.....	16
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services	16
17. Documents Establishing the Eligibility and Qualifications of the Bidder	17
18. Period of Validity of Bids	18
19. Bid Security.....	18
20. Format and Signing of Bid.....	20
D. Submission and Opening of Bids	21
21. Sealing and Marking of Bids.....	21
22. Deadline for Submission of Bids	22
23. Late Bids	22
24. Withdrawal, Substitution, and Modification of Bids	22
25. Bid Opening	22
E. Evaluation and Comparison of Bids	24
26. Confidentiality.....	24
27. Clarification of Bids.....	24
28. Deviations, Reservations, and Omissions	25
29. Determination of Responsiveness	25

30.	Nonconformities, Errors and Omissions	26
31.	Correction of Arithmetical Errors	26
32.	Conversion to Single Currency	27
33.	Margin of Preference.....	27
34.	Evaluation of Bids.....	27
35.	Comparison of Bids.....	28
36.	Abnormally Low Bids.....	28
37.	Qualification of the Bidder.....	29
38.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids.....	29
39.	Standstill Period	30
40.	Notification of Intention to Award.....	30
F. Award of Contract.....		30
41.	Award Criteria.....	30
42.	Purchaser's Right to Vary Quantities at Time of Award	31
43.	Notification of Award	31
44.	Debriefing by the Purchaser.....	32
45.	Signing of Contract	32
46.	Performance Security	33
47.	Procurement Related Complaint	33

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and requirements of this RFB are **specified in the BDS**.
- 1.2 Throughout this bidding document:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party

other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with

its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
 - 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.
 - 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
 - 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
 - 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;
 - (a) relates to fraud or corruption; and
 - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 5. Eligible Goods and Related Services**
- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in

any country in accordance with Section V, Eligible Countries.

- 5.2 For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

- 6.1 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 8:

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice, Request for Bids (RF B), issued by the Purchaser is not part of this bidding document.

- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Clarification of Bidding Document**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 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 Bids, pursuant to ITB 22.2.
- C. Preparation of Bids**
- 9. Cost of Bidding**
- 9.1 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.

10. Language of Bid

10.1 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 into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14;
- (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
- (d) **Alternative Bid**: if permissible, in accordance with ITB 13;
- (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
- (i) **Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and
- (j) any other document required **in the BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the

event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

- 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1. Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of

more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.

- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted 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. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
 - (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
 - (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods

from the named place of destination to their final destination (Project Site) specified **in the BDS**;

- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the BDS**.
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

16. Documents Establishing the Eligibility and

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the

Conformity of the Goods and Related Services	<p>country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p> <p>16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.</p> <p>16.3 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 the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.</p> <p>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.</p> <p>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.</p>
17. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p> <p>17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:</p> <p class="list-item-l1">(a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the</p>

manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

- (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

- 18.1. Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITP 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity, 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, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
 - (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made;
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the**

BDS, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified **in the BDS**,from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. 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's signing the Contract and furnishing the Performance Security pursuant to ITB 46.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.7. The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a Performance Security in accordance with ITB 46.
- 19.8. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;
- the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.
- 20. Format and Signing of Bid**
- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” 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.
 - 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
 - 20.3 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. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
 - (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked "COPIES", all required copies of the Bid; and,
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - i. in an envelope marked "ORIGINAL -ALTERNATIVE", the alternative Bid; and
 - ii. in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.
- 21.2. The inner and outer envelopes, shall:
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 22.1;
 - (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening.
- 21.3 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.

- 22. Deadline for Submission of Bids**
- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, 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.
- 23. Late Bids**
- 23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening**
- 25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read

out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
- 25.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 25.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

- 25.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) any alternative Bids;
 - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

- 25.9. 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.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.

- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

- 26.3 Notwithstanding ITB 26.2, 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.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect 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, including any voluntary increase or decrease, 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 31.

- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 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.
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 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 the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

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- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 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. Such omission 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.
- 30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total 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 line item total as quoted shall govern and the unit price shall be corrected;
 - 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
 - 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.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.
- 33. Margin of Preference** 33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids** 34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies , the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

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- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).
- 35. Comparison of Bids**
- 35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Abnormally Low Bids**
- 36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the

- capability of the Bidder to perform the Contract for the offered Bid price.
- 36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.
- 37. Qualification of the Bidder**
- 37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 37.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 37.4 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 Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and**
- 38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any

to Reject Any or All Bids

time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

39. Standstill Period

39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

40. Notification of Intention to Award

40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

41. Award Criteria

41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

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- 42. Purchaser's Right to Vary Quantities at Time of Award**
- 42.1 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 VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.
- 43. Notification of Award**
- 43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
 - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.
- 43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The

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- Purchaser shall also publish the contract award notice in UNDB online.
- 43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 44. Debriefing by the Purchaser**
- 44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.
- 45. Signing of Contract**
- 45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

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- 45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 46. Performance Security**
- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract 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 Bidder offering the next Most Advantageous Bid.
- 47. Procurement Related Complaint**
- 47.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

The following specific data for the goods 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.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: PK-PLRA-529319-GO-RFB</p> <p>The Purchaser is: <i>Project Implementation Unit - Punjab Land Records Authority (PIU-PLRA), Punjab Urban Land Systems Enhancement (PULSE), Govt. of Punjab</i></p> <p>The name of the RFB is: <i>Procurement of Enterprise Cyber Security, Security Operations, and Application Security Solution</i></p> <p>The number of Contracts are: <i>Two (02)</i></p>
ITB 2.1	<p>The Borrower is: <i>Islamic Republic of Pakistan</i></p> <p>Loan or Financing Agreement amount: <i>\$150 million</i></p> <p>The name of the Project is: <i>Punjab Urban Land Systems Enhancement (PULSE) Project</i></p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <i>Two (02)</i>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: <i>Procurement Specialist, PIU-PLRA, PULSE</i></p> <p>Address: <i>158-A, Abubakar Block, New Garden Town</i></p> <p>City: <i>Lahore</i></p> <p>Country: <i>Pakistan</i></p> <p>Telephone: <i>042-7882061-3</i></p> <p>Electronic mail address: <u>pspiupulse@punjab-zameen.gov.pk</u></p> <p>Requests for clarification should be received by the Purchaser no later than: <i>Seven (7) days before the deadline of Bid Submission.</i></p> <p>Website: <i>www.pulse.gop.pk</i></p>

C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: <i>English</i></p> <p>All correspondence exchange shall be in <i>English</i> language.</p> <p>Language for translation of supporting documents and printed literature is: <i>English</i></p>
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p><i>Code of Conduct for Supplier's Personnel</i></p> <p>The Bidder shall submit its Code of Conduct that will apply to the Supplier's Personnel (as defined in GCC Sub- Clause 1.1) employed for the supply of Goods (defined in GCC Sub- Clause 1.1) at the locations in the Employer's country where the Goods are required, to ensure compliance with the Supplier's Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for each item of a lot shall correspond at least ----- percent of the quantities specified for this item of a lot. <i>Not applicable</i>
ITB 14.7	The Incoterms edition is: <i>Incoterms 2020</i>
ITB 14.8 (b)(i)	Place of destination: <i>PULSE Office, Lahore</i>
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination: <i>PULSE Primary Data Center Site, Lahore</i> <i>PULSE DR Site, Jazz Data Center, Islamabad</i>
ITB 15.1	The Bidder <i>is</i> required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.

ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>Immediately after delivery of equipment</i>								
ITB 17.2 (a)	Manufacturer's authorization letter (MAL) is: <i>required</i>								
ITB 17.2 (b)	After sales service is: <i>required</i>								
ITB 18.1	The Bid shall be valid until: <i>June 30, 2026</i>								
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): <i>N/A</i>								
ITB 19.1	<p>A <i>Bid Security</i> <i>shall be</i> required.</p> <p>A Bid-Securing Declaration <i>shall not be</i> required.</p> <p>The amount and currency of the Bid Security shall be:</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Bid Security PKR</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>1,000,000</td> </tr> <tr> <td>2.</td> <td>1,000,000</td> </tr> <tr> <td>3.</td> <td>1,000,000</td> </tr> </tbody> </table> <p>The bid security <i>shall be</i> in the name of: <i>Project Coordinator, PIU-PLRA, PULSE.</i></p>	Lot No.	Bid Security PKR	1.	1,000,000	2.	1,000,000	3.	1,000,000
Lot No.	Bid Security PKR								
1.	1,000,000								
2.	1,000,000								
3.	1,000,000								
ITB 19.3 (d)	Other types of acceptable securities: <i>None</i>								
ITB 20.1	In addition to the original of the Bid, the number of copies is: <i>One (1) hard and One (01) Soft/Digital Copy in PDF, through USB.</i>								
ITB 20.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> <i>i. Power of Attorney</i> <i>ii. Bid submitted by an existing or intended JV shall include an undertaking signed by all parties:</i> <ol style="list-style-type: none"> <i>a. stating that all parties shall be jointly and severally liable and</i> <i>b. nominating an authorized representative who shall have the authority to conduct all business for and on behalf of any and all the parties of JV during the bidding process and in the event the JV is awarded the contract during contract execution.</i> 								
	D. Submission and Opening of Bids								

ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Purchaser's address is:</p> <p style="text-align: center;"><i>Procurement Specialist, PIU-PLRA, PULSE</i> <i>Add: 158-A, Abubakar Block, New Garden Town, Lahore.</i> <i>Tel: 042-7882061-3</i> <i>Email: pspiupulse@punjab-zameen.gov.pk</i></p>
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	<p>The deadline for Bid submission is:</p> <p>Date: <i>March 10, 2026</i></p> <p>Time: <i>1100 hours</i></p> <p>Bidders <i>shall not</i> have the option of submitting their Bids electronically.</p>
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ITB 25.1	<p>The Bid opening shall take place at:</p> <p style="text-align: center;"><i>Committee Room PIU- PLRA, PULSE</i> <i>Add: 158-A, Abubakar Block, New Garden Town, Lahore.</i> <i>Tel: 042-7882061-3</i></p> <p>Date: <i>March 10, 2026</i></p> <p>Time: <i>Immediately after submission of bid.</i></p>
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ITB 25.6	<p>The Letter of Bid and Price Schedules shall be initialed by <i>all Committee Members / representatives</i> of the Purchaser conducting Bid opening.</p>
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E. Evaluation and Comparison of Bids

ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <i>Pak Rupee</i>.</p> <p>The source of exchange rate shall be: <i>State Bank of Pakistan</i>.</p> <p>The date for the exchange rate shall be: <i>14 days prior to the last date for opening of bids (selling rate)</i>.</p>
ITB 33.1	<p>A margin of domestic preference <i>shall not</i> apply.</p>
ITB 34.2(a)	<p><i>Evaluation will be done for: Lot-Wise</i></p> <p>Bids will be evaluated for whole lot and contract shall be awarded to Most Advantageous Bid. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average or highest price (as specified in the BDS) of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.</p>
ITB 34.6	<p>The adjustments shall be: <i>Not Applicable</i></p>

F. Award of Contract	
ITB 42	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 45. 1	The successful Bidder <i>shall</i> submit the Beneficial Ownership Disclosure Form.
ITB 47.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="text-align: center;"><i>Procurement Specialist, PIU-PLRA, PULSE</i></p> <p style="text-align: center;"><i>Add: 158-A, Abubakar Block, New Garden Town, Lahore. Tel: 042-7882061-3 Email: pspiupulse@punjab-zameen.gov.pk</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Purchaser’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

Contents

1. Margin of Preference (ITB 33).....	42
2. Evaluation (ITB 34).....	42
3. Qualification (ITB 37).....	43

1. Margin of Preference (ITB 33)

Most Advantageous Bid

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria.

- i. Has NTN and GST Registration Certificate.
- ii. The bidder must have a minimum five (05) years experience in cybersecurity, SOC implementation & engagement, and managed security services.
- iii. Valid Professional Tax Certificate.
- iv. Provide affidavit on Stamp Paper that the firm has not been blacklisted by any Government / Semi Government organization.
- v. The proposed hardware/software must be in Leader Magic Quadrant GARTNER.
- vi. Must provide verifiable MAL (Manufacture Authorization Letter) from Principal / OEM.
- vii. Must have partnership (Tier-1 / Tier-2) with Principal / OEM.
- viii. The bidder must have an established local technical support presence in Pakistan.
- ix. Availability of 24×7 technical escalation support is mandatory.

2.2. Multiple Contracts (ITB 34.4)

Pursuant to ITB 34.4 of the Instructions to Bidders, The Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer lot-wise, subject to the selected Bidder(s) meeting the required qualification criteria for lot.

2.3. Alternative Bids (ITB 13.1) Not applicable

3. Qualification (ITB 37)

3.1 Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) **Financial Capability:** The Bidder shall submit audited financial statements or tax return of last three years that reflect the Average Annual Turnover Lot-Wise equivalent to **PKR (mentioned below)**, demonstrating the current soundness of the Bidder's financial position:

Sr. No.	Lot Number	Average Annual Turnover (In Pak Rupees)
1.	Lot-1	100 million
2.	Lot-2	100 million
3.	Lot-3	100 million

For a joint venture, this requirement shall be met as i.e. Lead Partner 70% and JV Member 30%.

- (a) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed two (02) contracts **within the last five (05) years**, with accumulative value Lot-Wise of at least PKR (mentioned below) that have been successfully and substantially completed and that are similar in nature and complexity (lot-wise) to the Goods and Related Services under the Contract:

Sr. No.	Lot No.	Contracts Value (In Pak Rupees)	Category in which Required business is performed
1.	Lot-1	50 Million	SIEM, App Monitoring Performance
2.	Lot-2	50 Million	SOAR, DLP, ZTNA
3.	Lot-3	100 Million	Firewall, WAF, Load Balancer, PAM, Deceptor, Sandbox, WAN Switch

- (b) **Documentary Evidence:** The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement:

- The equipment quoted must be branded and of international repute. The bid(s) if any, for unbranded equipment shall be treated as non-responsive.
- The successful bidder shall not bid / supply any equipment that is likely to be declared End of Sale / End of Life within next five (05) years from the date of submission of Bid.
- If at the time of deployment, the specified equipment has reached End of Sale (EOS), then the bidder shall ensure that the equipment provided should be latest and the specifications of items supplied must be equivalent or superior to the quoted / approved equipment.

- (c) **Manufacturer's authorization:** A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder

shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms) only from Principal /OEM.

- (d) At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
- (e) **Warranty Period:** The period of validity of the Warranty shall be 3 years "On Site" for the duration specified in the technical specifications of the equipment. The warranty will be considered after the equipment has been delivered to and accepted at the final destination:
- (f) **Joint Venture (JV):** In the case of Bids submitted by an existing or intended JV consortium, or association, following requirements must be fulfilled by all the members of JV
 - i. A joint venture agreement signed and stamped by all parties.
 - ii. Nomination of a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
 - iii. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract
 - iv. All the terms, conditions and documentary requirements of ITB, BDS, GCC and SCC are applicable on each of the member of JV. Following are modified for a JV only:
 - (a) The required Manufacturer Authorization form must be in the name of JV on the prescribed format.

Section IV - Bidding Forms

Table of Forms

Letter of Bid.....	48
Bidder Information Form.....	51
Bidder's JV Members Information Form.....	52
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration.....	53
Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported.....	55
Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*	56
Price Schedule: Goods Manufactured in the Purchaser's Country.....	57
Price and Completion Schedule - Related Services.....	58
Form of Bid Security.....	59
Form of Bid Security (Bid Bond).....	61
Form of Bid-Securing Declaration.....	63
Manufacturer's Authorization.....	64

Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

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

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

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

To: **[insert complete name of Purchaser]**

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]*

(e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;

(f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

(g) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

(h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITP 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;

(m) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

RFB No.: *[insert number of RFB process]*

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Bidder's JV Members Information Form

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

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration

in accordance with Section III, Qualification Criteria, and Requirements

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C Bids, goods to be imported) Currencies in accordance with ITB 15									Date: _____	RFB No: _____
1	2	3	4	5	6	7	8	9	Alternative No: _____	Page N° _____ of _____
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)		
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]		
								Total Price		

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Insert Date]

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

(Group C Bids, Goods already imported) Currencies in accordance with ITB 15											Date: _____	
1	2	3	4	5	6	7	8	9	10	11	12	
Line Item Nº	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Unit Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv))	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in the Purchaser's Country]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]	
											Total Bid Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country		(Group A and B Bids)						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	10	
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)	
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]	
Total Price										

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						RFB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service Nº	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
Total Bid Price						

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to:
 - (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]¹* *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the _____ day of _____, 20____, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20____.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

¹ The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Form of Bid-Securing Declaration (N/A)

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of RFB process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

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

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V - Eligible Countries

Eligibility for the Provision of Goods in Bank-Financed Procurement

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*

Under ITB 4.8(b) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is 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;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule.....	74
2. List of Related Services and Completion Schedule.....	76
3. Technical Specifications.....	77
4. Drawings	98
5. Inspections and Tests	99

1. List of Goods and Delivery Schedule

Line Item No.	Description of Lots	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date	
					Delivery Time	Bidder's offered Delivery date [<i>to be provided by the Bidder not beyond the defined delivery time</i>]
1.	Lot -1 SIEM, App Performance Monitoring	As per Summary table given in The Technical specifications	Number	PULSE Data Center, Lahore	02 Weeks	
2.	Lot-2 SOAR, DLP, ZTNA	As per Summary table given in The Technical specifications	Number	PULSE Data Center, Lahore	02 weeks	
3.	Lot-3 Firewall, WAF, Load Balancer, PAM, Sandbox, Deceptor, WAN Switch	As per Summary table given in The Technical specifications	Lumpsum	PULSE Data Center DR Site Jazz data center (Islamabad)	08 weeks	
4.	Lot-3 Provision of complete SFPs and accessories of	Lumpsum	Lumpsum	PULSE Data Center DR Site Jazz data center (Islamabad)	08 weeks	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	<i>Bidder is responsible for complete installation, deployment, configuration, and implementation of SIEM, App Performance Monitoring. (Lot 1)</i>	<i>As per Summary table given in The Technical specifications.</i>	Lumpsum	<i>PULSE Data Center, Lahore</i>	<i>8 Weeks after delivery of Software</i>
2	<i>Bidder is responsible for complete installation, deployment, configuration, and implementation of SOAR, DLP, ZTNA. (Lot 2)</i>	<i>As per Summary table given in The Technical specifications.</i>	Lumpsum	<i>PULSE Data Center, Lahore</i>	<i>8 Weeks after delivery of Software</i>
3	<i>Bidder is responsible for complete installation, deployment, configuration, and implementation of Firewall, WAF, Load Balancer, PAM, Sandbox, Deceptor, WAN Switch. (Lot 3)</i>	<i>As per Summary table given in The Technical specifications</i>	Lumpsum	<i>PULSE Data Center, Lahore. DR Site Jazz data center (Islamabad)</i>	<i>4 Weeks after delivery of equipment</i>
4	<i>OEM//Principal relevant trainings and certifications (local and foreign) for PULSE Data Center team (2 resources) against Lot-1 and Lot-2</i>	02 resources	02	-	-
5	<i>Bidder must provide complete technical support (upgradation, configuration, troubleshooting) for 3 years of Lot-1, Lot-2 and warranty claim of Lot-3 equipment for 3 years Mission Critical Support and services direct from OEM / distributor with local spare part availability.</i>	-	Lumpsum	<i>PULSE Data Center, Lahore. DR Site Jazz data center (Islamabad)</i>	<i>3 years starting from delivery of equipment</i>
6	<i>The bidder must submit a detailed project plan, scope of work document (designs, topologies, LLD, HLD or any other along with the bids outlining the services being offered for all Lots.</i>	-		<i>PULSE Data Center, Lahore</i>	<i>2 Week after issuance of contract</i>

3. Technical Specifications

Lot-1	SIEM, App Performance Monitoring
Lot-2	SOAR, ZTNA, DLP
Lot-3	Firewall, WAF, Load Balancer, WAN Switch, PAM, Deceptor, Sandbox

Sr#	Items	Quantity
1.	Perimeter Firewall	02
2.	WAF	01
3.	Load Balancer	01
4.	PAM	01
5.	Deceptor	01
6.	Sandbox	01
7.	WAN Switch	01
8.	DLP	500
9.	ZTNA	500
10.	SIEM	01
11.	SOAR	01
12.	App Performance Monitoring	01

1. INTRODUCTION

PULSE intends to establish a centralized, enterprise-grade Security Operations Center (SOC) to monitor, detect, analyze, and respond to cybersecurity threats across its Data Center (Primary and Disaster Recovery sites), applications, network infrastructure, and connected environments. This document defines the technical scope, requirements, and deliverables for SOC implementation and support services.

The proposed SOC shall be aligned with international best practices including NIST CSF, ISO/IEC 27001, and MITRE ATT&CK.

2. SCOPE OF SERVICES

The bidder shall be responsible for complete design, installation, deployment, configuration, integration, testing, and commissioning of SOC technologies and services as defined in the following lots:

2.1 Lot-1: SIEM & Application Performance Monitoring

- Enterprise SIEM deployment
- Log onboarding, normalization, and correlation
- Security monitoring and alerting
- Integration with applications and infrastructure
- Application Performance Monitoring (APM) security visibility

2.2 Lot-2: SOAR, ZTNA & DLP

- SOAR platform deployment and automation
- Incident response playbooks
- Zero Trust Network Access (ZTNA)

- Data Loss Prevention (DLP) policy enforcement

2.3 Lot-3: Perimeter & Advanced Security Controls

- Next Generation Firewall (NGFW)
- Web Application Firewall (WAF)
- Load Balancer
- WAN Switches
- Privileged Access Management (PAM)
- Sandbox, Deception Technology

3. TECHNICAL REQUIREMENTS

3.1 SOC Operating Model

- SOC shall operate on a 24x7x365 basis
- Onsite monitoring at PULSE Data Center with DR site integration
- Tiered SOC model (Tier-2 / Tier-3 preferred)
- Integration with existing IT and security infrastructure

4. LOT-WISE TECHNICAL REQUIREMENTS

4.1.1 SIEM – Functional Technical Requirements

The bidder shall provide and implement an enterprise-grade Security Information and Event Management (SIEM) platform capable of supporting centralized security monitoring, detection, investigation, and compliance reporting for PULSE.

The SIEM solution shall include, but not be limited to, the following capabilities:

Log Collection & Ingestion

- Collection of logs from heterogeneous sources including firewalls, WAF, routers, switches, servers (Windows/Linux), databases, applications, virtualization platforms, storage systems, security tools, and cloud services
- Support for agent-based and agent-less log collection
- High-throughput ingestion with ability to handle peak EPS without data loss
- Secure log transmission with encryption

Normalization & Parsing

- Native and custom parsers for structured and unstructured logs
- Log normalization into a common data model
- Time synchronization and log integrity validation

Correlation & Detection

- Real-time correlation rules based on threat scenarios

- Support for multi-stage attack detection
- Native mapping with MITRE ATT&CK framework
- Risk-based alerting and prioritization
- Detection of insider threats, lateral movement, privilege abuse, and anomalous behavior

UEBA (User & Entity Behavior Analytics)

- Baseline normal user and system behavior
- Detect deviations using statistical and ML-based techniques
- Integration with identity sources (AD / IAM)

Dashboards & Visualization

- SOC operational dashboards (real-time monitoring)
- Executive dashboards (risk posture, trends)
- Compliance dashboards
- Customizable widgets and reports

Incident Management Integration

- Native or integrated case management
- Bidirectional integration with SOAR and ticketing systems
- Alert enrichment with contextual data

4.1.2 SIEM – Non-Functional Requirements

- High Availability (HA) and fault-tolerant architecture
- Horizontal scalability for future log growth
- Role-based access control (RBAC)
- Multi-tenancy support (logical separation)
- Log retention and archiving as per regulatory requirements
- Secure backup and restore mechanisms

4.1.3 Application Performance Monitoring – Security Perspective

The bidder shall implement Application Performance Monitoring integrated with SOC to provide security visibility at application layer.

- Monitoring of application performance anomalies that may indicate security incidents
- Detection of abnormal application behavior, API misuse, and service degradation
- Integration with SIEM for correlation of performance and security events
- Visibility into application dependencies and transaction flows
- Support for microservices and containerized environments (if applicable)

4.2 LOT-2: SOAR, ZTNA & DLP

4.2.1 SOAR – Security Orchestration, Automation & Response

The bidder shall deploy a **SOAR platform** tightly integrated with SIEM and other security controls to automate SOC workflows.

SOAR Functional Requirements

- Automated ingestion of alerts from SIEM, NDR, EDR, Firewall, WAF, Load Balancer, DLP, PAM, SAN, NAS, Backup Appliance, Cyber vault.
- Playbook-driven incident response workflows
- Automated enrichment using threat intelligence, asset context, and user context
- Incident classification, severity assignment, and escalation

Playbook Requirements

- Malware detection and containment
- Phishing investigation and response
- Brute-force and credential abuse handling
- Data exfiltration response
- Privileged account misuse response
- Web application attack response

Case Management

- Centralized incident tracking
- SLA and TAT monitoring
- Audit trail for all response actions
- Integration with ITSM tools

4.2.2 ZTNA – Zero Trust Network Access

The bidder shall implement ZTNA as part of SOC-aligned access security.

- Identity-based access control (user, device, posture)
- Continuous authentication and authorization
- Least-privilege access enforcement
- Secure access for remote and internal users
- Integration with IAM, MFA, and endpoint security
- Logging of all access attempts into SIEM

4.2.3 DLP – Data Loss Prevention

The bidder shall implement Data Loss Prevention (DLP) controls integrated with SOC operations.

DLP Technical Requirements

- Data classification and tagging
- Policy enforcement for data in motion, at rest, and in use
- Monitoring of email, web, endpoints, and storage channels
- Incident generation and forwarding to SIEM/SOAR
- Investigation workflows for data leakage incidents

SOC Integration

- Correlation of DLP alerts with user behavior
- Automated response via SOAR
- Forensic evidence preservation

4.2 Lot-2: SOAR, ZTNA & DLP

SOAR Requirements

- Automated incident response playbooks
- Integration with SIEM, Firewall, NDR, Load Balancer, EDR, PAM, and Ticketing systems
- Case management and workflow automation

ZTNA Requirements

- Identity-based access controls
- Secure access for internal and remote users
- Integration with IAM / MFA

DLP Requirements

- Data classification and policy enforcement
- Monitoring of data in motion, at rest, and in use
- Incident investigation and reporting

4.3 Lot-3: Firewall, WAF, PAM, Sandbox & Deception

- NGFW with IPS, malware protection, and application control
- WAF protection for web applications (OWASP Top-10)
- PAM for privileged account lifecycle management
- Sandbox for advanced malware analysis
- Deception technology for early threat detection

5. SOC PROCESS REQUIREMENTS

The bidder shall develop and document SOC processes including:

- Incident Detection and Triage
- Incident Response and Escalation
- Threat Hunting
- Digital Forensics and Malware Analysis
- Vulnerability Contextualization
- Use Case Development and Tuning
- Change and Configuration Management

All processes shall be aligned with NIST and ISO 27001.

6. INTEGRATION REQUIREMENTS

- Integration with existing PULSE IT infrastructure
- Integration between SIEM, SOAR, Firewall, PAM, and DLP
- Integration with ticketing / ITSM systems
- API-based integration support

7. DOCUMENTATION & DELIVERABLES

The bidder shall provide:

- High Level Design (HLD)
- Low Level Design (LLD)
- Network and Security Architecture Diagrams
- SOC SOPs and Runbooks
- Incident Response Playbooks
- As-built documentation

9. SUPPORT & MAINTENANCE

- 3 years technical support for Lots 1 and 2
- Warranty and mission-critical support for Lot-3 equipment
- SLA-based support with defined escalation matrix
- Local spare parts availability

10. ACCEPTANCE & COMPLETION

- Implementation timelines as per approved project plan
- Acceptance testing and sign-off by PULSE
- Final completion after successful commissioning

11. SOC REQUIREMENTS

11.1 SOC Methodology & Operational Capability

The bidder must provide a well-defined SOC delivery methodology, including:

- SOC design and onboarding approach
- Log source onboarding strategy
- Use-case development lifecycle
- Incident response and escalation workflow
- Threat hunting methodology
- Continuous tuning and optimization process

The bidder must demonstrate alignment with internationally recognized frameworks:

- NIST Cybersecurity Framework (CSF)
- MITRE ATT&CK
- ISO/IEC 27001

11.2 Operational Stability (Technical Perspective)

11.3 Documentation & Evidence Requirements

- Detailed SOC implementation and operations methodology
- CVs and certifications of proposed SOC resources

11.2 Certifications & Technical Competency

The bidder organization shall possess certified resources with certifications, including but not limited to:

- SIEM Platform Certifications or equivalent (OEM-specific)
- SOAR Platform Certifications or equivalent (OEM-specific)
- At least one globally recognized security certification within the organization:
 - CISSP / CISM / GCED / GCIH / ISO 27001 Lead Implementer

Copies of certifications and OEM partnership letters shall be provided as part of the technical proposal.

12. SOC TEAM & RESOURCE REQUIREMENTS

(Team Formation for Lot 1 & Lot 2 – Separate Team)

The bidder shall deploy a dedicated SOC team to manage PULSE SOC operations. The proposed team structure and minimum requirements are defined below.

12.1 SOC Governance & Management

SOC Manager (01 Resource)

- Qualification: Bachelor's or Master's degree in Computer Science / IT / Cyber Security
- Experience: Minimum 5–8 years overall IT/security experience, with 5+ years in SOC operations
- Certifications: CISSP / CISM / ISO 27001 LI (preferred)
- Responsibilities:
 - Overall SOC governance and reporting
 - SLA and KPI management
 - Coordination with PULSE stakeholders

12.2 SOC Operations Team

SOC Tier-2 Analysts (Minimum 1 Resource)

- Qualification: BS/BE in Computer Science / IT
- Experience: Minimum 3–5 years in SOC or security operations
- Certifications: SIEM / Blue Team / Incident Response certifications preferred
- Responsibilities:
 - Alert analysis and incident investigation
 - Incident escalation and response coordination
 - Use-case tuning and false-positive reduction

12.3 SOC Platform Engineering Team

SIEM Engineer (01 Resources) – Lot 1 only

- Experience: Minimum 3–5 years with SIEM platforms
- Skills: Log onboarding, parser development, correlation rules, dashboards

SOAR Engineer (01 Resource) – Lot 2 only

- Experience: Minimum 3–5 years in automation and orchestration
- Skills: Playbook development, scripting, API integrations

12.4 Resource Availability & Coverage

- SOC operations shall be supported on a 24x7x365 basis.
- Onsite presence at PULSE Data Center during implementation and agreed operations phase.
- Specialist resources may be on-call or offsite but must be available within defined contract timelines.

LOT-1

Required Licenses / Services	Duration	Total Quantity
112 Physical Cores	3 Years	112 Cores

Sr#	Application Performance Monitoring		
	Key Requirements	Level of Compliance (Fully/Partially/Not Compliant)	Statement of compliance and Reference in Proposal
1	Deployment Options		
1.1	“On Premise” deployment		
1.2	Provide client with flexibility to monitor applications deployed both internally (incl. virtualized environments)		
2	Installation		
2.1	Ability to attach an agent to a running JVM, and report performance data without requiring a restart		
2.2	Web based feature rich GUI without need for fat client (no installation, ongoing maintenance or management for web client)		
2.3	Vendor provides easy upgrade paths across both major and minor releases, not requiring manual configuration edits		
2.4	The solution has the capability to be deployed as OVA template		
3	Configuration		
3.1	Configuration and management through a single, web-based user interface		
3.2	Automatically discover and display application architecture and topology, as well as transaction level mapping		
3.3	Automatically discover distributed transactions		
3.4	Automatically discover standard backend systems (database, web services, SAP etc.)		

3.5	Discover and display non-standard backend systems through point-n-click configuration - custom exit points		
3.6	Automatically production ready out of the box agent with less than 2% CPU overhead		
3.7	Automatically baseline every component within the distributed transaction		
3.8	Ability to globalize alert definition with inbuilt policy engine (rather than have to setup individually per metric)		
3.9	SSL Encrypted data transmission between EVERY monitoring component		
4	Better Application Visibility and Control		
4.1	Provide correlated views of distributed transactions between tiers/services		
4.2	The ability to automatically baseline every component within the distributed transaction, so we understand not just that distributed transaction is slow but specifically which component is breaching the baseline		
4.3	Provide code level diagnostics (class & method level visibility) of poorly performing distributed transactions		
4.4	Monitor JVM health information (heap, GC, generational spaces, etc.)		
4.5	Ability to evaluate usage pattern and application experience by segmentation criteria (e.g. customer class/segment, user type, etc.)		
4.6	Monitor basic hardware metrics (CPU utilization, OS memory usage, disk I/O and network I/O)		
4.7	Report application errors & exceptions		
4.8	Demonstrate the ability to correlate distributed transactions through mainframe application logic like queues, application and databases		
5	Reduce Mean Time to Repair		
5.1	Identify slow and stalled distributed transactions without manual intervention		

5.2	Ability to configure alerting rules based on multiple factors, scope and complex logic where applicable (e.g. only trigger alert during business hours, and when volume is above a certain level)		
5.3	Ability to alert on dynamic baselines		
5.4	Count, measure and score every transaction, not just a sampled subset		
5.5	Identify error distributed transactions without manual intervention		
5.6	Identify slow SQL queries without manual intervention		
5.7	Identify slow backends systems or external services without manual intervention		
5.8	Automatically discover code deadlocks		
5.9	Provide quick cross launching into problem areas within the UI through hyper-linked alerts		
5.10	Automatically send email containing hyperlink to identified problem		
5.11	Automatic analysis of end-to-end APM data to identify anomalies and provide root cause analysis (RCA)		
5.12	Automatic identification of outlier transactions that provides related transaction traces/snapshots and root cause analysis (RCA)		
6	Using distributed transactions as Key Unit of Monitoring and Management		
6.1	Automatically discover distributed transactions (no need to configure the classes/methods for agent to monitor)		
6.2	Monitor an end-to-end business process, its response time, and identify any bottlenecks or performance concerns across multiple steps		
6.3	Automatically learn and baseline performance of discovered distributed transactions		
6.4	Automatically count, measure and score every transaction as normal, slow, very slow, in error or stalled		

6.5	Discover complete distributed transaction flow/architecture (support for synchronous, asynchronous and multi-threaded distributed transactions)		
7	Provide Real-Time Business Metrics		
7.1	Provide visibility into the impact of outages on key business metrics such as revenue, number of users or number of orders without requiring code changes		
7.2	Provide the facility to create custom dashboards for business metrics and related application behavior		
7.3	Provide pre-built performance reports on distributed transaction summary and distributed transaction trends		
7.4	Automatically correlate distributed transactions with environment monitoring (OS, JMX etc.)		
8	Security Usability		
8.1	Evaluate and verify the authentication mechanism between agents/sensors and the management system. Ensure mutual authentication		
8.2	Demonstrate APM agent/sensor ability to install and run without requiring 'root'/administrative access or exploit mechanics such as dynamic linker tricks		
8.3	Ability to configure granular role-based access control on an application/service/function and team level		
8.4	Ability to configure granular role-based access controls for dashboards to share data securely with the right stakeholders		
8.5	Ability to configure the masking of sensitive data within log files, as well as environmental variables and browser page titles		
8.6	Validate that secure protocols can be configured to transmit monitoring data to protect sensitive data. Also ensure that monitoring data-at-rest can be encrypted or otherwise adequately protected		

8.7	Configure secure authentication for the APM tool by integrating with enterprise LDAP or SSO solutions to provide single point of user management and policy enforcement (e.g., password standards, MFA/2FA, etc.)		
8.8	Quickly triage poorly performing distributed transactions even for users who are not intimately familiar with the application		
8.9	Provide automatic & dynamic baselining of all metrics to reduce false alarms and elimination of static thresholds		
8.10	Virtual war room		
8.11	Solution offers ability to visualize multiple applications and the connectivity/dependencies between them.		
9	Historical Trending Capabilities		
9.1	Provide long term historical trending (metric persistence to enable historical observation (and comparison to baselines))		
9.2	Ability to baseline every metric to understand usage patterns and seasonality		
9.3	The ability to view and drill into “Flow Map” for extended periods (e.g. 30 days, 6 months, 1 year)		
10	Support for Agile Development Processes		
10.1	Provide dynamic instrumentation of the application (avoid the need to re-configure the agent instrumentation when new application releases are deployed)		
10.2	Automatically pick up application configuration changes as a result of agile release		
10.3	Automatically baseline new components. No manual intervention required or unnecessary alert storms or false negatives		
10.4	Ability to auto-instrument code outside of the generically supported frameworks		
10.5	Allow regression analysis to compare and highlight application performance regressions/improvements		
10.6	Provide capability to compare distributed transaction flows for different releases		

11	Pre-Production Performance Tuning		
11.1	Identify application hotspots (quickly spot the longest running methods in poorly performing distributed transactions)		
11.2	Enable scalability analysis (determine impact and relationship between increased load and application average response times)		
11.3	Demonstrate the use of the APM toolset in conjunction with current load injection tools & processes		
11.4	Demonstrate the usage and utility of the same APM tool in both Production and Pre-Production environments, and by the teams supporting these environments.		
11.5	Identify worst backend calls (Database, Web Services, other backends) automatically		
11.6	Provide before & after distributed transaction comparisons (to analyze poorly performing distributed transactions from one code release to the next to determine performance and functional deltas)		
12	Workflow Orchestration and Alerting		
12.1	Policy Rules Engine & Alerting: <ul style="list-style-type: none"> • Ease of use: point-n-click rules wizard • Leverage multiple data inputs into analysis (app performance data, machine data and customer provided data) • Use Boolean logic to combine multiple conditions through AND / OR logic • Disable rule evaluation temporarily for predetermined maintenance windows • Trigger alerts or notifications when rules are violated (email, SMS or custom) • Use complex logic to combine different metrics into one trigger/alert 		
13	Memory Management		
13.1	Identify JVM memory leaks caused by leaky collections		

13.2	Enable tracking of object instantiations/destructions to troubleshoot JVM heap thrash		
14	Scalability and Infrastructure Efficiency		
14.1	Ability to support high availability controllers		
14.2	Demonstrate how solution has extremely efficient data aggregation capabilities that reduces data storage requirements		
15	Integration with 3rd Party Tools		
15.1	Demonstrate how solution can integrate with 3rd parties (e.g. ServiceNow, Splunk, Apica, SOASTA, Silkperformer, Jenkins etc.)		
15.2	Ease of integration via RESTful API		
16	Business Criteria		
16.1	Validate technology can scale to support the business requirements of the application managed		
17	Analytics Platform		
17.1	Single UI incorporating Analytics and APM modules		
17.2	Analytics layer providing intelligence across data collected by APM modules		
17.3	Ability to correlate performance data in the same screen from a variety of sources including applications; log files; databases; and end users.		
17.4	Ability to create a baselined metric through analytics.		
17.5	In context drill down between analytics data and APM data		
17.6	Ability to drill up in context from APM data to Analytics module		
17.7	Graphical query builder for ease of use and broad adoption		
17.8	Ability to adjust timeframe via click and drag on dashboard charts		
17.9	Automated ranking of relevancy of every indexed field to current selection		

17.10	Ability to perform release comparison		
17.11	Ability to create transaction dashboards by release		
17.12	Alert on metrics created in analytics based on search criteria		
17.13	Analytics data collection does not require full call method stack data		
17.14	No code changes required to pull custom (non-native) metrics into data repository		
17.15	Data collected, stored and analyzed in near real time, not hours, days, or weeks later		
17.16	Ability to chart result set in pre-defined dashboards		
17.17	Ability to chart result set in custom dashboards		
17.18	Impact of performance issues on process conversion		
17.19	Ability to correlate business and application performance in a dashboard		
18	Transaction Analytics		
18.1	Ability to collect and store ALL distributed transaction analytic data from monitored nodes		
18.2	Ability to filter transactions based upon collected parameters using text-based query builder		
18.3	Ability to filter transactions based upon collected parameters using graphical query builder		
18.4	Identify all transactions for a particular user in a certain time frame by searching user ID, email, orderID or other unique customer identifiers.		
19	Log Analytics		
19.1	Ability to collect and store log files from monitored nodes		
19.2	Ability to filter result set using text-based query builder		
19.3	Ability to filter result set using graphical query builder		

19.4	Ability to extract any field from log file for processing		
20	Infrastructure Monitoring - Server Monitoring		
20.1	Automatically detect and learn performance anomalies against baselines specific to your server environment.		
20.2	Track key hardware metrics such as disc, CPU, Memory and process page faults.		
20.3	View server processes and their associated metrics.		
20.4	Ability to correlate infrastructure metrics and performance to the application context.		
20.5	Support for alerting on Infrastructure metrics		
20.6	Ability to visualize performance metrics and how they deviate from expected behavior.		
20.7	Ability to define tagging for servers		
20.8	Monitor internal and external HTTP and HTTPS services		
20.9	Ability to group servers for the application of health and alerting rules		
20.10	Track CPU load averages against different intervals.		
20.11	Ability to collect deep metrics for instrumented JVMs		
20.12	Ability to collect deep metrics for instrumented .NET CLRs		
20.13	Ability to correlate metrics across JVM, JMX and Server Resource metrics.		
20.14	Ability to create infrastructure alerting policies on metrics like GC time, connection pool contention, or CPU usage		
20.15	Configure scripts to run in response to critical events		
20.16	Ability to alert on high read/write rate on a disc or partition		
21	Infrastructure Monitoring - Network Monitoring		
21.1	Visual depiction of network connectivity		
21.2	Capture network packets in a way similar to a network sniffer or "snoop"		

21.3	Discover network topology and interdependencies		
21.4	Ability to discover and map network resources across environment		
21.5	Track KPIs for the network, such as throughput, packet loss and RT rates		
22	Database Monitoring - Platform Support		
22.1	Platform Support for Oracle, SQL Server, MySQL, DB2 (Linux/Unix/Windows), Sybase, PostgreSQL		
22.2	Agentless installation - ability to rapidly deploy and eliminate risk on production database servers		
23	Database Monitoring - Ease of Deployment		
23.1	Measure and monitor all databases in your environment without impacting stability or performance.		
23.2	Low overhead, production safe monitoring technology.		
24	Database Monitoring - Root Cause Analysis		
24.1	Historical performance monitoring and trending - save 100% of historical data		
24.2	Report top database activities (e.g. Top SQL, Top Users, Top Programs)		
24.3	Ability to perform blocking-lock analysis		
24.4	Report database activity profile over-time (identify patterns)		
24.5	Collect all database wait events and correlate with SQL/Stored Procedures		
24.6	Collect SQL/Stored Procedure Key Performance Indicators (CPU, Count, Reads/Writes)		
24.7	Collect database instance level statistics (table size, row count, indexes)		
24.8	Collect database server/host Key Performance Indicators (CPU, Memory, ...)		
24.9	Ability to breakdown latency of stored procedure components		

24.10	Provide Performance Comparison Reports		
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24.11	Isolate slow running database queries and their root cause in the database, quantifying their impact on the application		
24.12	Collect SQL Explain & Execution plans		
24.13	Collect performance data on database Objects (Schemas, tables, indexes)		
25	Database Monitoring and Management		
25.1	Baseline database metrics to identify problems and anomalies (calls per minute, number of connections, time spent in execution, etc.)		
25.2	Provide a real-time view of performance showing current database activity		
25.3	Provide a holistic view of all database performance through a multi-instance dashboard		
25.4	Ability to send pro-active alerts based on health and performance of databases		
25.5	Provide Comprehensive Reporting for technical staff and management		
25.6	Ability to Export data to 3rd party applications		
26	Synthetic Monitoring - General		
26.1	Support for both scripted and basic (up/down/ping) synthetic monitors		
26.2	Demonstrate an ad-hoc synthetic page retrieval to help in the diagnosis and/or identification of an issue.		
26.3	Reutilize non-production testing scripts written in standard scripting language for synthetic browser test scripts.		
26.4	Aligning to need, schedule synthetic jobs to run at appropriate times to minimize potential impact.		
26.5	Use the APM tool's synthetics capabilities to test the response of an Intranet site.		
27	Business Intelligence		
27.1	The solution should have the capability to combine application monitoring and business monitoring to deliver a common monitoring and analysis framework for business owners and IT departments		

27.2	The solution should have the capability to automatically correlate any business metric with application performance.		
27.3	The solution should have the capabilities to include machine learning to analyze all user session data, and provide a more powerful query language to create derived metrics and intelligent segmentation, and out-of-the-box funnel visualizations		
27.4	The solution should have the capability to automatically correlate any business metric with application failures.		
27.5	The solution should have the capability to provide drag and drop & easy to use query language options to quickly analyze complex relationships in business and application data.		
27.6	The solution should have Single UI for comparing different releases of the application by including application and infrastructure performance into a business impact context		
27.7	The solution should be able to present business health by converging business data with application and infrastructure data to give visibility into business KPIs that diagnose and fix problems in real time		
27.8	The solution should be able to demonstrate all user journeys by measuring how business components and end customer experience come together to drive top-level KPIs and visualize different parts of a process, in order to drive a common language between business and IT		
27.9	The solution should have a segment health capability to give visibility into which end customers are using what features and whether application performance is impacting usage behaviors. This shall support DevOps to prioritize which segments to troubleshoot based on how application usage might be impacting the business, while providing the best possible user experience		
27.10	The solution shall be able to compare pre-release and post-release performance		
27.11	The solution shall be able to identify the conversion rate of successful user transactions compared to the logged in users		

27.12	The solution should provide correlations between application performance, user experience, and business outcomes		
27.13	The solution should provide the capability to understand the impact of an issue on process conversion rate.		
27.14	The solution should provide the capability to analyze data from a variety of sources including applications, log files, databases and end users.		
27.15	The solution should provide the capability to measure business process response time across multiple steps.		
27.16	The solution should provide the capability to identify bottlenecks in business process across multiple steps.		
27.17	The solution should provide real-time continuous monitoring of business processes across multiple steps.		
27.18	The solution should provide the capability to gather business data from applications without the need for code changes.		
27.19	The solution should provide the capability to report on user experience leveraging metadata to segment requests (example by end customer).		
27.20	The solution should allow business owners can analyze and monitor real-time business performance metrics, such as revenue and conversion rates		
28	Local team/Support in Pakistan		
28.1	The vendor must have local partners in Pakistan		
28.2	The partner must have a certified implementation professional team to support the product in Pakistan		
28.3	Vendor should have dedicated resources in Pakistan		
28.4	Region & local References should be readily available		
28.5	These references should be using the APM Solution in Production		
28.6	These Global references should be using the APM Solution in Production.		
28.7	The APM Vendor should have a strategic focus on the Pakistani market and demonstrate direct local presence and office in Pakistan		

Sr#	SIEM - Security Information and Event Management
	Requirements Specifications
	Data Ingestion: 150 GB Per Day
	Subscription Term: 3 Years
	Solution Deployment: On Prem (Virtualized)
1	General Functions
1	<p>The solution should address all the major SIEM use cases including:</p> <ul style="list-style-type: none"> 1.1.1. Log management 1.1.2. Incident investigations and workflow 1.1.3. Incident Response 1.1.4. Forensics 1.1.5. Security and compliance reporting and visualizations 1.1.6. Real time monitoring and alerting on both known and unknown (APT) threats 1.1.7. Ability to do cross-data source correlations to detect specific patterns 1.1.8. Long-term data retention
1.2	<p>It should be a single, integrated product for both logging and SIEM use cases (no separate logging and SIEM data stores/UIs)</p>
1.3	<p>The solution should be in the “Leaders” Quadrant of the Gartner Magic Quadrant for SIEM for at least 5 consecutive years.</p>
2	Big Data Platform
2.1	<p>The architecture should support horizontal scaling by adding more servers to cater for growth, and capable to accommodate unlimited storage.</p>
2.2	<p>It should be able to ingest any data (structured or unstructured) without defining schemas ahead of time.</p>
2.5	<p>It should be able to put different data types into different logically separated data stores for optimal search performance or data segregation/RBAC purposes</p>
2.6	<p>It should be able to maintain the original timestamps for each event while handling timestamps from different time zones</p>
2.8	<p>It should allow automatic compression of the ingested data to reduce storage requirements</p>
2.9	<p>The data retention settings should be flexible as follows:</p> <ol style="list-style-type: none"> a. Can retain ingested data as long as desired: Days, months, or years b. Granular control on what happens to data as it ages. Aged data can be rolled off to external/cheaper storage and/or deleted
2.10	<p>The solution must support replication to maintain multiple, identical copies of ingested data for data availability, data fidelity, disaster tolerance, and improved search performance</p>
2.11	<p>The proposed solution must support the data replication natively without relying on other third-party replication technologies on the operating system or storage level.</p>
2.12	<p>The proposed solution must be able to provide parsing on demand instead of upfront parsing to reduce the dependency on supported data sources, allowing custom data sources to be onboarded easily.</p>
2.13	<p>The solution should not rely on any form of database for storage of logs. All logs/machine data should be stored in a raw format.</p>
3	Pre-Packaged Content and Capabilities for Security/SIEM Use Cases

3.1	<p>Correlation Rules</p> <p>4.1.1. Existing correlation rules should be easily modifiable and new correlation searches should be easily created</p> <p>4.1.2. Each correlation rule should have automatic, configurable assignment of severity, owner, and status</p> <p>4.1.3. Flexible searching and alerting options</p>
3.2	<p>Correlation rules, searches and visualizations should cover multiple security categories and technologies including but not limited to:</p> <p>Authentications, usage of default accounts, malware, endpoint changes, patch levels, firewalls, IDS, vulnerability scans, web proxies, abnormal HTTP-based activity, and port/protocol changes</p>
3.3	Should have hundreds of built-in reports and dashboards
3.4	<p>Incident review/workflow framework for reviewing and processing incidents</p> <p>4.6.1. Detail on each incident should at least include:</p> <p>4.6.1.1. Additional context from external asset and identity sources</p> <p>4.6.1.2. The raw event(s) that constitute the incident</p> <p>4.6.1.3. The workflow history of the event</p> <p>4.6.2. Ability to manually change incident severity, owner, and status, as well as add notes to an incident</p> <p>4.6.3. Ability to automatically update firewalls, IPS or Endpoint Security rules</p>
3.5	<p>Ability to leverage external data sources to enrich raw events, add context, and/or create more specific correlation rules (see section 8 on external data sources)</p> <p>4.7.1. Employee information (e.g., AD/LDAP extract)</p> <p>4.7.2. Asset information (e.g., CMDB extract)</p> <p>4.7.3. Lists of prohibited services/processes/IPs/ports/protocols</p> <p>4.7.4. Threat intelligence feeds on known bad IPs, domains, and external threats</p> <p>4.7.5. Ability to add new threat intelligence feeds, whether free or commercial/proprietary</p>
4	Security Content Updates
4.1	The proposed solution must provide security analysis guides as part of a content subscription service. The analytic stories must include content that provide actionable guidance for detecting, analysing, investigating and addressing security threats detected in your environment.
5	Threat Intelligence Framework
5.1	The proposed solution must be able to retrieve from any threat feeds without restriction.
5.2	Must be able to automatically parse IOC from STIX and OpenIOC formats.
5.3	The proposed solution must support adding of generic intelligence feeds with the ability to define custom fields.
5.4	Must support certificates authentication for third party authentication.
6	Risk Scoring
6.1	The proposed solution must be able to assign any arbitrary risk score to any data point or fields, example, user name, host name, location etc.
6.2	Must be able to assign any arbitrary risk score based on self defined query based on any correlated events, statistical analysis, threat indicator match.
7	Incident Management
7.1	The proposed solution must have a built-in Incident review framework for incident management.
7.2	It must allow tracking of incidents from correlation rule through investigation of that event to closure.

7.3	<p>The proposed solution must be able to provide the capability to:</p> <ul style="list-style-type: none"> Annotate events Modify status Build a chronological timeline for the incident before and after a triggered event Track searches and activities Review activities at any point
8	Compliance Use Cases
8.1	<p>Dashboards and reports should be easily created to measure compliance with any technical control traceable in the data</p>
8.2	<p>Can be used for major regulations and frameworks including:</p> <ul style="list-style-type: none"> 5.2.1. PCI 5.2.2. RMIT 5.2.3. SOX 5.2.4. NIST 800-53 5.2.5. ISO 27002 5.2.6. COBIT 5.2.7. SSAE 16 5.2.8. GDPR 5.2.9. Can be used to satisfy internal audit requests and auditor ad-hoc information requests
9	Support for Broad Range of Use Cases Beyond Security
9.1	<p>Use Cases can include:</p> <ul style="list-style-type: none"> 6.1.1. Fraud Management 6.1.2. IT Operations 6.1.3. Application Management 6.1.4. Web and Digital Intelligence 6.1.5. Business Analytics 6.1.6. Industrial Data and Internet of Things
10	Ingest all the Original Machine Data / Log Files from any Source
10.1	<p>Should support any data sources including any application, OS, device, or system whether virtual/physical or cloud-based</p>
10.2	<p>Security sources that can be ingested should at least include:</p> <ul style="list-style-type: none"> 7.5.1. Firewalls 7.5.2. Intrusion Detection System / Intrusion Prevention System 7.5.3. Authentication system (including LDAP and Active Directory) 7.5.4. Data Loss Prevention 7.5.5. Anti-malware 7.5.6. Automated malware analysis tools 7.5.7. Web security or web proxy 7.5.8. Email security 7.5.9. Vulnerability scanners 7.5.10. File integrity monitoring 7.5.11. Web application firewalls
10.3	<p>Non-Security sources can also be ingested</p>
10.4	<p>Ability to receive data via a wide range of agent-based and agent-less mechanisms</p>
10.5	<p>Ability to directly connect to any SQL database table and extract the contents for ingesting</p>
11	Flexible Search and Alerting Capabilities

11.1	Ability to do full-text search on any field in the ingested data
11.2	The searches should enable the user to data-mine based on who, what, when and where
11.3	Searches can easily be saved, shared, and modified
11.4	Searches can be real time or scheduled
11.5	Ability to run multiple concurrent searches
11.6	Real-time alerting capabilities on a per-search basis that can: <ul style="list-style-type: none"> 9.7.1. Send an email 9.7.2. Add to an RSS feed 9.7.3. Execute out-of-the-box actions on firewalls, Intrusion Prevention and Endpoint Security systems 9.7.4. Execute a custom script 9.7.4.1. Scripts can act as “middleware” enabling automated remediation actions involving different vendor products 9.7.5. Be throttled so not every event that meets the search parameters results in an alert action
11.7	No fixed maximum on the number of searches or alerts that can be run
12	Flexible Reporting Functionality
12.1	The solution should enable the easy creation of a wide range of visualizations (not limited to fixed, pre-canned reports)
12.2	Native visualizations should include: <ul style="list-style-type: none"> 10.2.1. Tables 10.2.2. Time charts 10.2.3. Line charts 10.2.4. Bar charts 10.2.5. Area charts 10.2.6. Pie charts 10.2.7. Scatterplot charts 10.2.8. Radial, filler, and marker gauges 10.2.9. Maps
12.3	Visualizations should have the ability to update in real-time
12.4	Visualizations should be able to make clear outliers/anomalies in need of further investigation
12.5	Visualizations all support drill-down, click-through capabilities to get from summaries to raw events within seconds
12.6	Ability to integrate with external visualization frameworks and options (D3, Tableau, etc) for additional visualizations
13	Data Security and Integrity
13.1	Flexible Roles Based Access Control for controlled user and API access. Enables restricted access to specific data sources, data types, time periods, specific views, reports or dashboards
13.2	Authentication and authorization integration with Microsoft Active Directory and other LDAP-compliant implementations
13.3	Integration to enterprise single sign-on solutions enabling pass-through authentication of third-party credentials
13.4	Monitors its own configurations and usage to maintain a complete, digitally signed audit trail of who is accessing the system, what searches they are running, what reports they are viewing, what configuration changes they are making, and more
14	Open Platform
14.1	Offers an API to expose all ingested data, search commands, and functionality to external systems, applications, or dashboards

14.2	The solution should offer SDKs to programmatically access the system configuration and data extraction
14.3	All system configurations should be configurable via the UI or the CLI, enabling granular changes and customization
15	Machine Learning
15.1	The solution must provide a tool kit that can easily build built-in or custom machine learning models using the guided experience.
15.2	The solution's machine learning capabilities must allow addition of custom machine learning algorithms from popular open source Python libraries.

LOT-2

Sr#	SOAR - Security Orchestration Automation & Response Solution
	General Requirements
1	The proposed solution must be an enterprise-level SOAR platform with integrated case management and automation capabilities.
2	The solution must not impose any licensing restrictions on the number of cases, playbooks, or user-initiated actions within the system.
3	The solution should function as a comprehensive platform for event, incident, and case management, enabling incident response automation, investigations, and playbook automation.
4	The solution must feature an intuitive and user-friendly interface (UI).
5	The solution must allow seamless addition of new product integrations.
6	The solution should be recognized as a leader in the Security Orchestration, Automation, and Response (SOAR).
	Licensing
7	The licensing model must be based on the number of concurrent administrative users, rather than metrics such as the number of playbooks or other operational parameters.
8	The licenses should be subscription-based, valid for 3 years, and must include Threat Intel Management Service for the said duration
9	The solution license must support at least 2 concurrent administrative users to ensure sufficient administrative capacity. Should also include Threat Intelligence Management (TIM) capabilities
	SOAR Integrations
10	<p>The proposed solution must offer out-of-the-box integration with existing systems, including but not limited to:</p> <ul style="list-style-type: none"> -Web proxy -Web Application Firewall -NDR -Firewall -Endpoint protection -Mail protection -Active Directory -SIEM (including capabilities to send search queries, create collections, or define lists of fields with data types using configuration files or REST API).
11	The proposed solution must support bi-directional and/or embedded integrations using APIs, push/pull capabilities, scripts, or programming.
12	The solution should be flexible enough to enable security operations teams to easily create bidirectional integrations with security products not supported by default.
13	The solution must seamlessly ingest and map events from multiple data sources into the MITRE ATT&CK framework, allowing these mapped events to be used in response playbooks.
14	The solution must support the creation of incidents based on email inputs, such as analysing all emails from a dedicated phishing mailbox.
	UI and Dashboard Requirements

15	The system must provide multiple configurable dashboards that integrate with Role-Based Access Control (RBAC) to ensure role-specific access permissions.
16	The system must include a mechanism for highlighting alerts that are nearing or breaching SLA/OLA thresholds.
17	The System Dashboards should display analyst-specific information, such as assigned alerts and tasks.
18	The system must support role-specific dashboards tailored for: Level 1 analysts Level 2 analysts SOC managers
19	The solution must have dedicated dashboards to monitor the health status and availability of each integration, as well as the SOAR engine system health.
20	The solution must allow users to create custom dashboard widgets and import them into the SOAR system.
21	The system must provide a global search feature that enables analysts to search for keywords across all modules system-wide.
Automation Workflows/Playbooks	
22	The solution must include over 1000 pre-built playbooks covering use cases, samples, and connectors.
23	The solution must allow playbooks to be grouped into folders, with export/import capabilities for entire folders.
24	The solution must support conditional playbook triggers with operators like Equal, Not Equal, Less Than, Greater Than, Is in List, Is Not In List, and Is Null
25	The solution must provide a graphical playbook builder with drag-and-drop components, variable assistants, and data utility panels.
26	The solution must allow exporting, importing, and managing multiple versions of playbooks.
27	The solution must support the creation, modification, and deletion of global variables accessible by all playbooks.
28	The solution must provide a visual representation of playbook execution history, showing inputs, outputs, and configurations for each step.
29	The solution must allow configurable log levels for playbooks globally and locally.
30	The solution must provide detailed error messages, allow playbook restart from the failed step, and support error passing to subsequent steps
31	The solution must include a rich text editor within its Web UI for formatted text editing.
32	The solution must allow analysts to bulk edit playbooks, including changing status, cloning, moving, and exporting.
33	The solution must support modular playbooks with reusable blocks and collapsible groups for improved readability.
34	The solution must allow playbooks to request data and approvals via email or web forms, with configurable timeouts for automated actions.
35	The solution must provide granular tracking of execution times for playbooks and individual steps
Case Management	
36	The solution must allow alerts and incidents to be handled separately, each in its own user interface module.
37	The solution must provide customizable module attributes (fields), such as name and severity. Users must be able to add, remove, create, modify, and delete custom attributes for any module.

38	The solution must enable each record to be correlated and linked to any other record in the system, including custom types of records defined by users.
39	The solution must allow aggregation of similar records based on similar field values.
40	The solution must include a machine learning-based prediction engine to predict field values based on historical data across all modules, including built-in and custom modules.
41	The solution must include AI-based phishing email detection capabilities.
42	The solution must provide an AI-based workflow recommendation system to suggest appropriate automations for different ticket types.
43	The solution must include a priority attribute for tickets to enable sorting on the Web UI.
44	The solution must support manual and automation workflow-based ticket escalation with configurable conditions.
45	The solution must provide graphical correlation for root cause analysis across various record types, such as assets, vulnerabilities, and incidents.
46	The solution must integrate with the MITRE ATT&CK framework visibility
47	The solution must enable post-incident analysis related to incident handling.
Threat intelligence management	
48	The solution must include a native threat intelligence management module for seamless integration and operation.
49	The solution must support playbook-driven threat intelligence management with out-of-the-box playbooks for common threat intelligence use cases.
50	The solution must enable acting on relevant Indicators of Compromise (IOCs) natively across multiple disjointed feeds and tools.

Sr#	DLP Solution for 500 Endpoints
1	Data Loss Prevention, Insider Risk Management and SaaS Data Security in a single solution
2	Protect sensitive data on endpoints, cloud apps, and networks.
3	Identify Shadow AI usage and stop the upload of sensitive data
4	A cloud-based solution to be offered for 500 endpoints, 3 years managed subscription model
5	Endpoint protection: Monitor/block USB, email, web uploads, and file transfers.
6	Content inspection: Detect sensitive data via patterns, labels, or AI analysis.
7	Policy enforcement: Real-time blocking, alerting, and offline enforcement.
8	Cloud/SaaS coverage: Control data movement to cloud drives (O365, Google, Dropbox).
9	Reporting: Centralized dashboards, alerts, and exportable compliance reports via cloud
10	Behavioural analytics for insider threat detection.
11	Anomaly detection and user risk scoring.
12	Data lineage tracking and forensic investigation capabilities.
13	Centralized console with RBAC (role-based access control).
14	API integration with SIEM, SOAR, and identity systems.
15	Encryption in transit and at rest.
16	Regional data storage compliance (GDPR, HIPAA, PCI DSS).
17	Audit logs, incident evidence, and reporting for regulators.
18	Solution should be offered with OEM managed services for duration of subscription

19	Detects and responds to data manipulation and anomalous activity using AI and ML
20	<p>Supported systems/endpoints</p> <p>Windows 10 and Windows 11</p> <p>Windows Server 2012 R2+</p> <p>OS 10.14 Mojave+</p> <p>Red Hat Enterprise Linux 7+</p> <p>CentOS 7+</p> <p>Ubuntu 16.04 LTS & 17.10+</p>

Zero Trust Network Access (ZTNA) Management System for 500 End Points	
License Requirement	Suggested solution for 500 endpoints required with 3 years support/subscription and deploy on-prem
Standard Compliance	Should be based on NIST 800-207 standard
Mandatory Requirement	ZTNA with automatic, encrypted tunnels for controlled validated adaptive per session access to applications based on device and user identity verification, near real-time continuous endpoint device security posture checks and granular application access policy regardless of location.
Supported Operating Systems:	<p>Suggested solution must support below Supported Operating Systems:</p> <ul style="list-style-type: none"> • Microsoft Windows 11 (64-bit) • Microsoft Windows 10 (32-bit and 64-bit) • Microsoft Windows 8, 8.1 (32-bit and 64-bit) • Microsoft Windows 7 (32-bit and 64-bit) • Microsoft Windows Server 2012 or later • macOS 11+, 10.15, 10.14 • iOS 9.0 or later • Android 5.0 or later • Linux Ubuntu 16.04 and later • Red Hat 7.4 and later • CentOS 7.4 and later with KDE or GNOME
Mandatory Requirement	Remotely deploying Client software to Windows PCs
	Updating profiles for endpoints regardless of access location
	Administering user connections, such as accepting, disconnecting, and blocking connections
	Managing and monitoring endpoints, such as status and system information
	Zero trust tagging rules
	Real-time Dashboard for endpoint visibility
	Active Directory Integration
	Dynamic posturing and triggers to block user access
	Must be an hardened OEM solution and should not be an in-house developed
Firewall Integration	ZTNA Solution should be able to integrate and share tagging rules with compatible ZTNA proxy firewall.
Web Filtering	Solution should provide Web filtering feature for windows, Mac, android and IOS clients

IPSec VPN Capability	Solution should act as ZTNA agent for remote access or could also be able to provide IPSec VPN secure connectivity
Authentication	User licenses should be aligned with existing PULSE user identity/authentication system
Deployment	Should be offered with OEM guided deployment services

LOT-3

Perimeter Firewall = 02	
Interfaces (Fully Loaded)	4x 25/10GE SFP28/SFP+ 4x 10GE SFP+ 16x 1GE SFP 8x 1GE RJ45 1x 1GE RJ45 HA 1x GE Management 2x USB-A 3.0
Form Factor	Rack mounted 1 RU or higher with installation kit.
Storage	Total local Storage: 950 GB or better
Firewall throughput UDP @ 64-byte UDP	145 Gbps or higher
Threat Protection throughput (EMIX)	25 Gbps or higher
NGFW throughput (EMIX)	28 Gbps or higher
IPS throughput (EMIX)	36 Gbps or higher
IPsec VPN throughput @512bytes	52G bps or higher
SSL Inspection throughput	12 Gbps or higher
Concurrent Sessions	16 Million TCP or higher
New Connection Per Second	700K or higher
Power Supplies	Dual PSU 1+1 redundant
Protocol Support for IPv4 and IPv6	OSPF BGP
Clustering	Active-Active, Active-Passive
3 years Subscription of Following Feature	The proposed product should include 3 Years UTP license for IPS, Advanced Malware Protection, Application Control, URL Filtering.
Hardware Based Inspection	The proposed product must be based on hardware architecture for Security features inspection (NG Firewalling, SSL/TLS inspection, IPS, Antimalware etc.) in the hardware.
Reporting and Logging	The proposed product should be able to facilitate administration audits by logging detailed activities to event log - management access and also configuration changes.
DHCP Service	Administrators shall be able to configure both IPv4 and IPv6 DHCP service on an interface of the proposed product.
Routing Capability	The proposed product should support static routing and policy-based routing.
Malware Features	The proposed product should support Advanced Malware Protection for proactive detection and prevention against known and unknown threats. The proposed product should provide ability to allow/monitor, block and quarantine attachments or downloads after malware detection using various technologies: Malware signature database
Application Detection Control	The proposed product should support custom application detection and control.

Anomaly Detection	The proposed product's IPS engine shall offer: Signature based detection using real time updated database, Anomaly based detection that is based on thresholds
Virtual Firewall Feature	The proposed product should support 10 virtual firewalls that divide the Firewall into two or more virtual units that function independently.

Web Application Firewall (WAF) = 01	
Interface Requirement	8xGE bypass RJ45 ports 4xSFP GE ports 2 x 10G SFP+ optical ports For each WAF 4 x 1G SFP optical multimode 2 x 10G SFP+ optical multimode
Form Factor	Rack mounted 2RU with installation kit.
SSL/TLS processing	ASIC Based
Storage	Total 900GB SSD or 2x 450 GB SSD or higher
Power Supply	Dual Hot swappable
HTTPs throughput	2.4 Gbps or higher
Transactions/Second HTTPS	42K or higher
HTTPs concurrent connection	850K or higher
HA Techniques	Must Have High Availability Configurations (Active-Active, Active-Passive, Clustering of up to 8 nodes)
Deployment Techniques	Deployment Options (Reverse Proxy, Transparent, Offline Sniffing)
ML Support and Day Zero Attack	The solution must provide machine-based learning to protect against known threats and zero-day attacks with near zero false positive
Two Layer Application Support	The solutions must support two layers of application learning ML and statistical probabilities to detect anomalies and threats separately.
Number of Samples Support	Should Support up to 5000 samples to build the machine learning model with optional to make it less for fast mode.
Man, in the Browser Attack	Must protect against Man-in-the-browser attacks, by encrypting certain fields to help in protecting user sensitive data
Types of Attacks	OWASP Top 10 protection Cross Site Scripting, SQL Injection Cross Site Request Forgery Session Hijacking
Security Features	Malware detection Virtual patching Protocol validation Brute force protection Cookie signing and encryption Threat scoring and weighting Syntax-based SQLi and XSS detection HTTP Header Security

Web Application Firewall (WAF) = 01	
	Custom error message and error code handling
	Operating system intrusion signatures
	Known threat and zero-day attack protection
	DoS prevention
	Advanced correlation protection using multiple security elements
	Data leak prevention
	Web Defacement Protection
ADC and Load balancing	Layer 7 server load balancing
	URL Rewriting, Content Routing
	HTTPS/SSL Offloading
	HTTP Compression
	Caching
API Capability	Machine Learning based API Discovery and Protection
	XML and JSON protocol
	conformance
	CI/CD integration
	Schema verification
	API Gateway
	Web services signatures
BOT support	Machine Learning based Bot Mitigation
	Biometrics Based Detection
	Threshold Based Detection
	Bot Deception
	Know Bots
Reporting and Logging	Management Reporting (Web user interface, Command line interface, graphical analysis and reporting tools)
Antivirus for File Scanning	Should support on-board Antivirus solution from same vendor for file scanning and must have the capability to submit files to sandbox.
3 years Subscription of Following Feature	The proposed product should include 3 Years license for web app firewall, antivirus, and credentials stuffing defense.

Load Balancer = 01	
Interface Requirement	4 x 10G/1G RJ45 Port s
	4 x 25G/10G/1G SFP+/SFP28/SFP ports
	1 x RJ45 Console Port
	For each load balancer 2 x 10G SFP+ optical multimode 2 x 25G SFP28 optical multimode
Throughput (Layer 4)	35 Gbps Application throughput or higher
Throughput (Layer 7)	28 Gbps Application throughput or higher
HTTP compression throughput	18 Gbps of compression throughput
SSL TPS/CPS (2K Keys)	30K or higher
Concurrent Layer 4 Connections	38 Million or higher
L7 connection per second	500K of L7 requests per second
Form Factor	1 RU chassis or higher
HTTP/HTTPS	HTTP/HTTPS/TCP Session Persistence / Stickiness
Application delivery	Optimize the availability, user experience, performance, and security of Enterprise Application Delivery.
Health Check	Provide application layer health check mechanisms for automatic failover of application.
Application performance	Utilize multi-core processor technology, combined with hardware-based SSL offloading to accelerate application performance.
Application-aware appliances	Should be application-aware appliances to eliminate performance bottlenecks, reduce application deployment complexity and seamless application integration.
Rules	Should give the flexibility to create custom, event-driven rules using predefined commands, variables, and operators.
SSL Processing	Offload server-intensive SSL processing with support for 4096-bit keys, TCP connection management, data compression and HTTP request processing from servers.
Application delivery	Provide multiple services that speed the delivery of applications to users.
Real time information	Offer real-time and historical information about appliance, which includes the logical topology of real-server pools, user/application data-analytics, security.
Data Analytics	Include data analytics to help you track web server usage from a page hit, response time, traffic volume, and attack point of view.
License	The license should cover a complete range of stated capabilities. The subscription duration should be 3 years.

Sr#	Sandbox Hardware = 01
1	The hardware appliance should scale to support Static Analysis Throughput of 20K files/hour or more
2	The hardware appliance should scale to support Dynamic Analysis Throughput 500 files/hour or more
3	Should be offered with at least 4 clone VMs which can scalable to support total 14 clone VMs
4	Should have total storage capacity of 950GB SSD
5	Should have 4 x 1GE RJ45 ports
6	Should have sniffer capacity of 500 Mbps traffic
7	Should be offered as hardware with 3 years support and subscription
8	Should be offered with 3years Advanced AI Sandbox subscription. Sandbox Engine, AI Engine/Model, File Query, Real-Time Anti-Phishing, Threat Intelligence plus Antivirus, IPS and Web Filtering
9	The Sandbox solution should be offered with 2 x MS-Office licenses, 4 x Windows licenses
10	It should perform file submission from the offered and PULSE existing devices Next Generation Firewalls, Web Application Firewalls, Load-balancers and NDRs
11	It should support file submission from ICAP client devices.
12	Integration with offered and existing devices would be part of scope
13	Extracts and scan files embedded in documents
14	Extracts and scan URLs embedded in documents and QR Code
15	Extracts and scan images in documents using OCR
16	File checksum whitelist and blacklist options
17	AI-powered behavioural analysis constantly learning new malware and ransomware techniques
18	OS type supported: Windows 11/10/8/7, macOS, Linux, Android, and ICS systems
19	Configurable internet browser supporting Internet Explorer, Microsoft Edge, Google Chrome and Mozilla Firefox
20	Sandbox interactive mode, video-recording of malware interaction and VM screenshots
21	Call back detection. Malicious URL visit, botnet C&C communication, and attacker traffic from activated malware
22	Downloadable captured packets, tracer logs, and screenshots
23	File Types Support: Windows Executable, Microsoft Office, Document/Email, Android files, Linux files, Web files
24	File Compression Support: 7z, ace*, arj, bz2, gz*, iso*, jar, .kgb*, lzh, rar, swf*, tar, tgz*, udf, upx*, vhd*, xz, z*, zip
25	It should support On-demand file submission as well as Web based API submission capability
26	It should have the facility to submit URLs for analysis of malwares hosted in the remote sites
27	Should support Anti-evasion techniques like sleep calls, process and registry queries
28	Should support Call back Detection like malicious URL visit, Botnet C&C communication and attacker traffic from activated malware

29	Should support a huge range of file types: .7z, .ace, .apk, .arj, .bat, .bz2, .cab, .cmd, .dll, .doc, .docm, .docx, .dot, .dotm, .dotx, .exe, .gz, .htm, html, .htmnojs, .jar, .js, .kgb, .lnk, .lzh, .msi, .pdf, .pot, .potm, .potx, .ppam, .pps, .ppsm, .ppsx, .ppt, .pptm, .pptx, .ps1, .rar, .rtf, .sldm, .sldx, .swf, .tar, .tgz, .upx, url, .vbs, WEBLink, .wsf, .xlam, .xls, .xlsb, .xslm, .xlsx, .xlt, .xltm, .xltx, .xz, .z, .zip
30	On detection of a zero-day malware, the Sandbox appliance should have the ability to develop and forward the dynamically generated signature to all the registered devices.
31	Should have the ability to scan SMB/NFS network share and quarantine suspicious files. It should have the ability to schedule this Scan.
32	Should support third-party Yara rules.
33	The Sandbox appliance should be able to send logs to the Centralized Logging and Reporting Appliance supplied along with this solution
34	Must support Mitre ATT&CK-based report on malware techniques such as file modification, process behaviours, registry behaviours, and network behaviours
35	Must support the Real-Time Monitoring Widgets such as, scanning result statistics, scanning activities (over time), top targeted hosts, top malware, top infectious URLs, top call back domains
36	Must support dynamic table drill down with content of actions, malware name, rating, type, source, destination, detection time, and download path
37	Must compliant with PCI DSS v4.0, NIST CSF v2.0
38	The sandbox should be to integrate with an existing Network Detection & Response (mandatory requirement)

Sr#	Deceptor (Hardware based Solution) = 01
1	Decoy Deployment: Ability to deploy high-fidelity decoys (Windows, Linux) that mimic real assets across IT environments.
2	Lure Integration: Support for embedding lures such as fake credentials, mapped drives, browser history, and registry entries to redirect attackers to decoys.
3	Service Emulation: Capability to emulate services like RDP, SMB, SSH, HTTP/S, and databases on decoys.
4	Early Detection: Real-time detection of attacker interactions with decoys, including lateral movement and credential theft.
5	Incident Correlation: Correlation of attacker tactics, techniques, and procedures into comprehensive incident timelines.
6	Alerting Mechanisms: Support for alerts via Web UI, Email, SNMP traps, and integration with SIEM
7	Hardware appliance with SSD 1TB and 48GB RAM with 3 years support
8	Should be 1RU having 6x 1GbE RJ-45 ports
9	User Interface: Intuitive, wizard-based setup for deploying decoys and lures.
10	Dashboard: Real-time dashboard displaying deception events and affected assets.

11	Reporting: Generation of comprehensive reports in PDF format, detailing incidents and attacker behaviours.
12	Role-Based Access Control: Support for RBAC to manage user permissions within the management interface.
13	The solution licensing must be based on number of VLANs and should not be the number of decoys, lures and decoy VMs
14	Should be offered with 3 years support/subscription for at least 2 VLANs
15	The Deceptor platform should be offered with OEM's ARAE (Anti-Reconnaissance and Anti-Exploit Service), AV, IPS, and Web Filtering for 3 years subscription

Sr#	PAM for 50 users (Hardware based Solution)
1	Deployment and configuration of a hardware PAM for 50 users 3 years perpetual to manage unlimited devices.
2	Hardware device should support 2x1GbE SFP, 2x 10GbE SFP+
3	Hardware device should support 6x2 TB Hard Disk Drive
4	Hardware should have two dual power supplies
5	Hardware should have 128GB of RAM
6	Hardware device should be offered with 50 PAM users
7	The offered PAM should be able to integrate with the offered sandbox, enabling real time sandboxing of suspicious files and traffic
8	Securely onboarded privileged accounts (e.g., service accounts, admin accounts).
9	Integrates with unified agent of offered ZTNA solution to provide machine posture, vulnerability assessment and compliance before the user allowed to access a particular destination server
10	Must be an hardened OEM solution and should not be an in-house developed
11	Must integrate with offered authentication system for user identity and MFA enforcement
12	Configured MFA (Multi Factor Authentication) for privileged access.
13	Privileged session recording and monitoring setup.
14	Enforced password rotation and credential storage policies.
15	Solution shall have enhanced break the glass procedure so that credentials shall be restored without restoring the entire system in case of disaster recovery.
16	Solution shall support password management of Linux/Unix, Windows OS, databases, network elements, web applications, LDAP, Active Directory users, Email administrators, Apps administrators.
17	Solution shall support integration with CMDB/Asset management system and external Device/Asset management system for onboarding devices and device group hierarchies.
19	Solution shall support secondary password management as a configurative and optional.
20	Solution shall support MFA (Multi Factor Authentication) when a user attempts to open a CLI/RDP/HTTP/SFTP/SQL sessions towards a device.
21	Solution shall support multi-level approval workflows. Number of approval levels shall be customized per approval workflow.
22	Solution shall have tamper proof logging capability to prevent and capture any modification or deletion of a log record on database and shall tag any modified log record as "Tampered".

23	Solution should be able to record all privileged user activities, including commands executed and session durations.
24	Solution should be able to track all login attempts, MFA verifications, and privilege elevation requests.
25	Solution should capture interactions with external systems like Active Directory, SIEM.
26	Solution should maintain logs of security policy modifications (e.g. Role-based access changes).

Sr#	WAN Switch =01
1	The switch must be equipped with 24x GE SFP and 4x 10GE SFP+ ports or higher
2	All 10G uplink should be offered with 10G-SR optics All 1G ports offered with 1G-SX optics
3	Switch must support redundant power supplies
4	MTBF should be 10 years + or more
5	Switching capacity should be full duplex with 125 Gbps or more
6	Packet Per Second processing should be duplex with 190Mpps or more
7	MAC address storage 32K or more
8	Network Latency should be less or equal to 1micro second
9	Memory 1GB or more with Flash of 256MB or more
10	VLAN support 4K or more
11	Route Entries (IPv4/IPv6) 16k/8k, L3 Host Entries (IPv4/IPv6) 16k/7k
12	IEEE family protocols: 802.3: 802.3, 802.3ae, 802.3ab, 802.3z.
13	support 802.1ad (Q-in-Q) and Selective Q-in-Q protocols
14	Support LAG and MC-LAG
15	SNMP versions 2c and 3, Syslog
16	The switch should support min of 4MB aggregate buffer size.
17	Switch MUST support jumbo frames
18	Switch MUST support load balancing algorithms with Link Aggregation such as: dst-ip, dst-mac, src-dst-ip, src-dst-mac, src-ip, src-mac
19	Mandatory Layer 2 Protocol Requirement 802.1D – Spanning Tree Protocol (STP) • 802.1w – Rapid Spanning Tree Protocol (RSTP) • 802.1s – Multiple Spanning Tree Protocol (MSTP) • 802.1AB Link Layer Discovery Protocol (LLDP) • 802.3ad – Link Aggregation Control Protocol (LACP) • Multi-chassis Link Aggregation (MC-LAG) Unicast/Multicast traffic balance over trunking port

20	<p>Mandatory Layer 3 Protocol Requirement</p> <ul style="list-style-type: none">• Static Routing, RIP v1/v2, OSPF v1/v2• Policy Based Routing, Virtual Router Redundancy Protocol (VRRP)• Bidirectional Forwarding Detection (BFD)• Virtual Routing and Forwarding• Unicast Reverse Path Forwarding (uRPF)• BGP, DHCP relay• Internet Group Management Protocol (IGMP)• Multicast Listener Discovery (MLD)• IGMP Snooping• Quality of Service (QoS)
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4. Drawings

This bidding document includes ***no*** drawings.

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed:

- a. Inspections and Tests carried out by the Supplier the nominated team of the Purchaser will perform the following inspections or tests within 10 days after delivery of equipment.
- b. Inspections and Tests carried out by the Supplier the nominated team of the Purchaser will perform the following inspections / tests within 10 days after installation of equipment of each site.
- c. Check the conformance of supplied equipment with the technical specifications of this RFB Document.
- d. Any other tests that may include physical, electrical and/or software verification but not limited to it.

PART 3 - Contract

Section VIII - General Conditions of Contract

Table of Clauses

1. Definitions	104
2. Contract Documents	105
3. Fraud and Corruption	105
4. Interpretation.....	105
5. Language.....	106
6. Joint Venture, Consortium or Association.....	106
7. Eligibility.....	107
8. Notices	107
9. Governing Law.....	107
10. Settlement of Disputes.....	107
11. Inspections and Audit by the Bank.....	108
12. Scope of Supply	108
13. Delivery and Documents.....	108
14. Supplier's Responsibilities	109
15. Contract Price	110
16. Terms of Payment	110
17. Taxes and Duties	110
18. Performance Security	111
19. Copyright	111
20. Confidential Information.....	111
21. Subcontracting.....	112

22. Specifications and Standards	112
23. Packing and Documents	113
24. Insurance.....	113
25. Transportation and Incidental Services.....	113
26. Inspections and Tests	114
27. Liquidated Damages	115
28. Warranty.....	115
29. Patent Indemnity	116
30. Limitation of Liability.....	117
31. Change in Laws and Regulations.....	118
32. Force Majeure	118
33. Change Orders and Contract Amendments	118
34. Extensions of Time	120
35. Termination	120
36. Assignment.....	121
37. Export Restriction	121

Section VIII - General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) **“Day”** means calendar day.
- (f) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) **“GCC”** means the General Conditions of Contract.
- (h) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) **“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract (SCC)**.
- (j) **“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) **“SCC”** means the Special Conditions of Contract.
- (m) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any

part of the Related Services is subcontracted by the Supplier.

- (n) **“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) **“The Project Site,”** where applicable, means the place named in the SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
 - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
 - The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
 - 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
 - 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
 - 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
 - (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
 - 10.2 If, after twenty-eight (28) days, 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. 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 under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 10.3 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.

11. Inspections and Audit by the Bank

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, *inter alia*, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

12. Scope of Supply

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

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- 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
- 14.9 The Supplier shall comply with additional obligations as **specified in the SCC**.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related 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 the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- 17. Taxes and Duties** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the

Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 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.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the

Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

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- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

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- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
 - 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
 - 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
 - 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
 - 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and

standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

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- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period 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.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

30. Limitation of Liability

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (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 under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 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.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 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.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and

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

33.2 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 in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
 - (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
 - (c) improves the quality, efficiency or sustainability of the Goods; or
 - (d) yields any other benefits to the Purchaser, without compromising the necessary functions of the Facilities.
- If the value engineering proposal is approved by the Purchaser and results in:
- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or

- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
- 35. Termination**
- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
 - (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to

those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- (a) The Purchaser, by 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.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the

Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is 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;
 - v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors*

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We:
<input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
<input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
<input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
Period of disqualification: From: _____ To: _____

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, ____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, ____

Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's Country is: <i>Islamic Republic of Pakistan</i>
GCC 1.1(j)	The Purchaser is: <i>Project Implementation Unit, Punjab Urban Land Systems Enhancement (PULSE) – Punjab Land Records Authority (PLRA)</i> .
GCC 1.1(o)	The Project Site(s)/Final Destination(s) is: <i>PULSE Data Center Lahore, PULSE Data Center DR Site Jazz data center (Islamabad)</i> .
GCC 1.1 (p)	<p>The term SEA/SH where used in the Contract has the following meaning:</p> <ul style="list-style-type: none">• “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.• “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. <i>Incoterms</i> Latest edition.
GCC 4.2 (b)	The version edition of Incoterms shall be: <i>Incoterms 2020</i>
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	For notices , the Purchaser's address shall be: Attention: <i>Project Coordinator</i> Address: <i>158-A, Abubakar Block, New Garden Town</i> City: <i>Lahore</i> Country: <i>Pakistan</i> Telephone: <i>042-7882061-3</i> Electronic mail address: faiz.hassan@punjab-zameen.gov.pk

GCC 9.1	The governing law shall be the law of: <i>Islamic Republic of Pakistan</i>
GCC 10.2	<i>Contracts with Supplier national of the Purchaser's Country:</i> In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country. The Arbitration Act of 1940
GCC 13.1	Detailed specifications verifiable from online from principal's website
GCC 14.9	<p>GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out <i>installation/ operation/ maintenance/ operation and maintenance</i> that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel; (ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; (iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage. <p>GCC 14.9.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the <i>installation/operation/maintenance/operation and maintenance</i> is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the <i>installation / operation / maintenance/ operation and maintenance</i> is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.

GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied shall be made in <i>Pak Rupee</i>, as follows:</p> <p>(i) Delivery and Acceptance of Equipment/Software: Hundred (100%) percent of the Contract Price shall be paid on provision of complete certificates of Lot-1, Lot-2 & Lot 3 and receipt of the Complete Equipment and inspection of delivered Goods/services.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 99 days.</p> <p>The interest rate that shall be applied is 0.01 % + <i>KIBOR</i></p>
GCC 18.1	<p>A Performance Security <i>shall be required</i></p> <p><i>the amount of the Performance Security shall be: 5% of the Contract Price against the Warranty Period.</i></p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: <i>Bank Guarantee issued from a Schedule Bank of Pakistan.</i></p> <p>If required, the Performance security shall be denominated in: <i>the currencies of payment of the Contract, in accordance with their portions of the Contract Price</i></p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: twenty-eight (28) days.</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be: <i>Standard packing as required for the safety of the equipment as per approved standard.</i></p>
GCC 24.1	<p>The insurance coverage shall be as specified in the latest Incoterms edition.</p>
GCC 25.1	<p><i>The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price".</i></p>
GCC 25.2	<p>Incidental services to be provided are:</p>

	Packaging, Loading, Transportation, off-Loading, and After Sales Service.
GCC 26.1	<p>The inspections and tests shall be:</p> <p>a. Inspections and Tests carried out by the Supplier the nominated team of the Purchaser will perform the following inspections or tests within 10 days after delivery of equipment.</p> <p>b. Inspections and Tests carried out by the Supplier the nominated team of the Purchaser will perform the following inspections / tests within 10 days after installation of equipment of each site.</p> <p>c. Check the conformance of supplied equipment with the technical specifications of this RFB Document.</p> <p>d. Any other tests that may include physical, electrical and/or software verification but not limited to it.</p>
GCC 26.2	The Inspections and tests shall be conducted at: <i>PULSE Office Lahore</i>
GCC 27.1	The liquidated damage shall be: <i>1%</i> per week
GCC 27.1	The maximum amount of liquidated damages shall be: <i>10%</i>
GCC 28.3	<p>The period of validity of the Warranty shall be: <i>three (03) years</i></p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>PULSE Data Center Lahore, PULSE Data Center DR Site Jazz data center (Islamabad).</i></p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <i>one (01) working day.</i>
GCC 33.4	Not applicable

Attachment: Price Adjustment Formula N/A

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

- $a = [insert value of coefficient]$
 $b = [insert value of coefficient]$
 $c = [insert value of coefficient]$

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment = $[insert number of weeks]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is

entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.

- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section X - Contract Forms

Table of Forms

Notification of Intention to Award	134
Beneficial Ownership Disclosure Form.....	138
Letter of Acceptance	140
Contract Agreement.....	141
Performance Security	143
Advance Payment Security.....	.

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid.*

If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: [insert number of RFB process]

Request for Bid No.: [insert identification]

To: [insert complete name of Purchaser]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of..... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos._____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)

- (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] (_____) [insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”