

Request for Bids

Provision and Installation of Core ICT Equipment for PULSE, Data Center (Primary & DR Site)

IFB No: *PK-PLRA-404724-GO-RFB*

(Single Stage Two Envelope)



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

Standard Procurement Document

Summary

Specific Procurement Notice

Specific Procurement Notice - Request for Bids (RFB)

The template attached is the Specific Procurement Notice for Request for Bids method, two-envelope Bidding process. This is the template to be used by the Borrower.

Request for Bids – Goods: Provision and Installation of Core ICT Equipment for PULSE, Data Center (Primary, DR Site) (Two-Envelope Bidding Process).

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It applies a two-envelope (2) Bidding process with application of rated criteria. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid.

Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be completed and submitted by the Bidder as part of its Bid.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

PART 2 – SUPPLY REQUIREMENTS

Section VII - Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Special Conditions of Contract (SCC)

This Section contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Request for Bids Goods

(Two-Envelope Bidding Process)

Purchaser: ***Project Implementation Unit, Punjab Land Records Authority (PIU-PLRA)***

Project: ***Punjab Urban Land Systems Enhancement (PULSE)***

Contract title: ***Provision and Installation of Core ICT Equipment for PULSE Data Center (Primary, DR Site)***

Country: ***Islamic Republic of Pakistan***

Loan No. /Credit No. / Grant No.: ***7041-PK***

RFP No: ***PK-PLRA-404724-GO-RFB***

Issued on: ***August 12, 2024***

1. The Government of Pakistan has received financing from the World Bank toward the cost of the Punjab Urban Land Systems Enhancement (PULSE) and intends to apply part of the proceeds toward payments under the contract for ***Provision and Installation of Core ICT Equipment for PULSE Data Center (Primary, DR Site)***.
2. The Project Implementation Unit – Punjab Land Records Authority, Punjab Urban Land Systems Enhancement (PIU-PLRA, PULSE) now invites sealed Bids from eligible bidders for ***Provision and Installation of Core ICT Equipment for PULSE Data Center (Primary, DR Site)***.
3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” **November 2020** (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible bidders may obtain further information from ***PIU-PLRA, PULSE*** and inspect the request for bidding document during office hours ***0900 to 1700 hours (Pakistan Standard Time) (Monday to Friday)*** at the address given below. A ***pre-bid meeting*** which potential bidders may attend physically or virtually through Zoom link on request at pspiupulse@punjab-zameen.gov.pk will be held on ***August 29, 2024 at 1400 hours (Pakistan Standard Time)***.
5. The bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of PKR 5,000/-. The method of payment will be through 32-A Challan. The international bidders can also purchase the document by providing a Demand Draft/Pay Order of equivalent amount in USD in the name of Project Coordinator, PIU, PULSE.

6. Bids must be delivered to the address below on or before ***October 1, 2024 till 1400 hours (Pakistan Standard Time)***. Electronic procurement ***will not*** be permitted. Late bids will be rejected. The outer Bid envelopes marked “ORIGINAL BID”, and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the bidders’ designated representatives and anyone who chooses to attend, at the address below on ***October 1, 2024 immediately after closing of time***. All envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall remain unopened and will be held in safe custody of the Purchaser until the second public bid opening.
7. All Bids must be accompanied by a ***Bid Security***” of **PKR 25 million** or ***US Dollars 83,000/-***.
8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
9. The address(es) referred to above is (are):

Procurement Specialist
Punjab Urban Land Systems Enhancement
Project Implementation Unit, Punjab Land Records Authority
Government of the Punjab, Pakistan
158-A Abu Bakar Block, New Garden Town, Lahore.
Ph: 042-37882061-63
Email: pspiupulse@punjab-zameen.gov.pk
Web: <https://pulse.gop.pk>

Request for Bids

Goods

(Two-Envelope Bidding Process)

Procurement of:

**Provision and Installation of Core ICT Equipment for PULSE,
Data Center (Primary, DR Site)**

Purchaser: *Project Implementation Unit, Punjab Land Records Authority (PIU-PLRA)*

Project: *Punjab Urban Land Systems Enhancement (PULSE)*

Contract title: **Provision and Installation of Core ICT Equipment for PULSE, Data Center (Primary, DR Site)**

Country: *Islamic Republic of Pakistan*

Loan No. /Credit No. / Grant No.: *7041-PK*

RFP No: *PK-PLRA-404724-GO-RFB*

Issued on: *August 12, 2024*

Standard Procurement Document

Table of Contents

PART 1 – Bidding Procedures..... 3

Section I - Instructions to Bidders5

Section II - Bid Data Sheet (BDS).....43

Section III - Evaluation and Qualification Criteria.....51

Section IV - Bidding Forms57

Section V - Eligible Countries81

Section VI - Fraud and Corruption83

PART 2 – Supply Requirements..... 85

Section VII - Schedule of Requirements87

PART 3 – Contract 121

Section VIII - General Conditions of Contract123

Section IX - Special Conditions of Contract.....147

Section X - Contract Forms157

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.....	11
B. Contents of Request for Bids Document.....	12
6. Sections of Bidding Document	12
7. Clarification of the Bidding Document.....	13
8. Amendment of Bidding Document.....	13
C. Preparation of Bids	14
9. Cost of Bidding.....	14
10. Language of Bid.....	14
11. Documents comprising Bid.....	14
12. Letters of Bid	16
13. Alternative Bids	16
14. Bid prices and Discounts	16
15. Currencies of Bid and Payment	19
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services.....	19
17. Documents Establishing the Eligibility and Qualifications of the Bidder.....	20
18. Period of Validity of Bids.....	21
19. Bid Security	22
20. Format and Signing of Bid.....	24
D. Submission of Bids	24
21. Sealing and Marking of Bids	24
22. Deadline for Submission of Bids	25
23. Late Bids	26
24. Withdrawal, Substitution, and Modification of Bids	26
E. Public Opening of Technical Parts of Bids.....	27
25. Public Opening of Technical Parts of Bids.....	27
F. Evaluation of Bids - General Provisions.....	29
26. Confidentiality	29

27. Clarification of Bids.....	29
28. Deviations, Reservations, and Omissions.....	29
29. Nonconformities, Errors and Omissions.....	30
G. Evaluation of Technical Parts of Bids.....	30
30. Evaluation of Technical Parts.....	30
31. Determination of Responsiveness.....	30
32. Qualification of the Bidders and Detailed Evaluation of the Technical Part.....	31
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids.....	32
33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	32
I. Evaluation of Financial Parts of Bids.....	34
34. Evaluation of Financial Parts	34
35. Correction of Arithmetic Errors.....	36
36. Conversion to Single Currency.....	36
37. Margin of Preference	37
38. Comparison of Financial Parts.....	37
39. Abnormally Low Bids.....	37
J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award.....	37
40. Evaluation of combined Technical and Financial Parts.....	37
41. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids	38
42. Standstill Period.....	38
43. Notification of Intention to Award	38
K. Award of Contract	39
44. Award Criteria	39
45. Purchaser’s Right to Vary Quantities at Time of Award.....	39
46. Notification of Award.....	39
47. Debriefing by the Purchaser.....	40
48. Signing of Contract.....	41
49. Performance Security.....	42
50. Procurement Related Complaint	42

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 number of lots (contracts) 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 a 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, Fraud and Corruption.
- 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 reference ITB 2.1 (the name of the project), 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, and 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, Eligible Countries, 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
- Section IX - Special Conditions of Contract
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) 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 the 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 Bid**
- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”.
- 11.2 The **Technical Part** shall contain the following:
- (a) **Letter of Bid - Technical Part:** prepared in accordance with ITB 12;
 - (b) **Bid Security** or **Bid-Securing Declaration:** in accordance with ITB 19.1;
 - (c) **Alternative Bid - Technical Part:** if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
 - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to

commit the Bidder, in accordance with ITB 20.3;

- (e) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (g) **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;
- (h) **Conformity:** documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;
- (i) any other document **required in the BDS.**

11.3 The **Financial Part** envelope shall contain the following:

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Price Schedules:** completed prepared in accordance with ITB 12 and ITB 14;
- (c) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;
- (d) any other document **required in the BDS.**

11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11.5 In addition to the requirements under ITB 11.2, 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.

- 11.6 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. Letters of Bid

- 12.1. The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part 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 - Financial Part and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid - Financial Part, 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 - Financial Part, 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 31. 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. **However, discounts that are conditional on the award of more than one lot will not be considered for bid evaluation purpose.**
- 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:
 - (i) 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 Conformity of the Goods and Related Services

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 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.
- 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.

- 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.
- 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.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 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:
- (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 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 ITB 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 ITB 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, 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 the Technical 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 from 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 49.
- 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 48; or
 - (ii) furnish a performance security in accordance with ITB 49.
- 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 11.5.
- 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 48; or furnish a performance security in accordance with ITB 49;
- 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 the Bid, in accordance with ITB 11 and ITB 21.
- 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 of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in two separate, sealed **envelopes** (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked “ORIGINAL BID”.
- 21.2 In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope

marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

- 21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE BID”) shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.
- 21.4 All 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.
- 21.5 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 ITB 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 -Technical Part and repeated in

the Letter of Bid - Financial Part, or any extension thereof.

E. Public Opening of Technical Parts of Bids

- 25. Public Opening of Technical Parts of Bids**
- 25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with this ITB, 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, the written notice of withdrawal in the 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. Only Bids that are opened and read out at Bid opening shall be considered further.

- 25.5. Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “FINANCIAL PART” shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “TECHNICAL PART” the Purchaser shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid Security, if required and any other details as the Purchaser may consider appropriate.
- 25.6. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS.**
- 25.7. At the Bid opening 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. Following the opening of the Technical Parts of the Bid the Purchaser shall prepare a record that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;
 - (c) the presence or absence of a Bid Security or Bid-Securing Declaration; and
 - (d) if applicable, any Alternative Bid - Technical Part;
- 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.

F. Evaluation of Bids - General Provisions

26. Confidentiality

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 43.
- 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 35.
- 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
- 28.2 “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- 29. Nonconformities, Errors and Omissions**
- 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 29.2 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.

G. Evaluation of Technical Parts of Bids

- 30. Evaluation of Technical Parts**
- 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31. Determination of Responsiveness**
- 31.1 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. 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.

31.2 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.

31.3 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.

32. Qualification of the Bidders and Detailed Evaluation of the Technical Part

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 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 different from the Bidder.

32.3 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.

- 32.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation to assess adequacy of the Technical Part followed by evaluation applying technical factors/subfactors and corresponding scores as specified in the BDS.

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids

33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their envelope marked “FINANCIAL PART” will be returned to them unopened after the completion of the bid evaluation process and the signing of the Contract;
- (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.

- 33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding

document and met the Qualification Criteria; and

- (b) their envelope marked “FINANCIAL PART” will be opened at the public opening of Financial Parts;
- (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.

- 33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Purchaser receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.
- 33.4 At this public opening the Financial Parts will be opened by the Purchaser in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Purchaser may consider appropriate.
- 33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the Bid opening in the manner specified **in the BDS**.

- 33.6 The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked “FINANCIAL PART”.
- 33.7 The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder whose Financial Part was opened;
 - (b) the Bid price, per lot (contract) if applicable, including any discounts,
 - (c) if applicable, any Alternative Bid - Financial Part.
- 33.8 The Bidders whose envelopes marked ‘FINANCIAL PART’ have been opened or their 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.

I. Evaluation of Financial Parts of Bids

34. Evaluation of Financial Parts

- 34.1 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.
- 34.2 To evaluate the Financial Part of each 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 35.1;

- (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 36;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.1; and
 - (f) the additional evaluation factors 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), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation.**
- 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. Correction of Arithmetic Errors

35.1 In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetic errors on the following basis:

- (a) 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;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

36. Conversion to Single Currency

36.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as specified **in the BDS**.

- 37. Margin of Preference** 37.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.
- 38. Comparison of Financial Parts** 38.1 The Purchaser shall compare the evaluated costs of the Bids 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.
- 39. Abnormally Low Bids** 39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.
- 39.2 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.
- 39.3 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.

J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award

- 40. Evaluation of combined Technical and Financial Parts** 40.1 The Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III

Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Purchaser will rank the Bids based on the evaluated Bid score (B).

40.2 The Purchaser will 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 substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

41. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids

41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

42. Standstill Period

42.1 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 47. 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.

43. Notification of Intention to Award

43.1 The Purchaser shall send to each Bidder (that has not already been notified that it has been unsuccessful) 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 total combined score of the successful Bidder;

- (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period;
- (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Award of Contract

44. Award Criteria

44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

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

45.1 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.

46. Notification of Award

- 46.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 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”).
- 46.2 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.

46.3 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 Purchaser shall also publish the contract award notice in UNDB online.

46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

47. Debriefing by the Purchaser

47.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 43.1, 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.

47.2 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

- 47.3 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.
- 47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

48. Signing of Contract

- 48.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 48.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 48.3 Notwithstanding ITB 48.2 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.

49. Performance Security

- 49.1 Within twenty-eight (28) days of the receipt of the 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.
- 49.2 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 Most Advantageous Bid.

50. Procurement Related Complaint

- 50.1 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, and/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-404724-GO-RFB</p> <p>The Purchaser is: Project Implementation Unit, PULSE, Punjab Land Records Authority, Punjab.</p> <p>The name of the RFB is: <i>Provision and Installation of Core ICT Equipment for PULSE, Data Center</i></p> <p>The Purchaser <i>shall not</i> accept Bids for multiple lots under this request for Bid document.</p> <p>The lots are: <i>“Not applicable”</i>.</p>
ITB 1.2(a)	<p>Electronic Procurement <i>shall not</i> be applicable to this procurement.</p> <p>The Purchaser shall use the following electronic-procurement system to manage this procurement process: <i>“not applicable”</i>.</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process: <i>“not applicable”</i>.</p>
ITB 2.1	<p>The Borrower is: <i>Government of Islamic Republic of Pakistan</i></p> <p>The name of the Project is: <i>Punjab Urban Land Systems Enhancement (PULSE)</i></p>
ITB 4.1	<p>Maximum number of members in the Joint Venture (JV) shall be: <i>Three (03)</i></p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr.</p>
	<p>B. Contents of Bidding Document</p>
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><i>pspiupulse@punjab-zameen.gov.pk</i></u></p> <p>Requests for clarification should be received by the Purchaser no later than two (02) weeks before bid submission deadline</p>
	C. Preparation of Bids
ITB 10.1	<p>The language of the Bid is: English.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English language.</p>
ITB 11.2 (i) & 11.3 (d)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p><i>None</i></p>
ITB 13.1	Alternative Bids (Technical and Financial Parts) <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 14.7	The Incoterms edition is: <i>Incoterms 2020</i>
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): <i>PIU, PULSE, PLRA, 158-A, Abubakar Block, New Garden Town, Lahore, Pakistan.</i>
ITB 14.8 (b)(i)	Place of Destination: <i>PIU, PULSE, PLRA, 158-A, Abubakar Block, New Garden Town, Lahore, Pakistan.</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>One (1) month after delivery of Data center equipment.</i>
ITB 17.2 (a)	Manufacturer’s authorization is <i>required</i> for all Hardware and Software.
ITB 17.2 (b)	After sales service is: <i>“required”</i>
ITB 18.1	The Bid shall be valid until: December 26, 2024

ITB 18.3 (a)	<p>The Bid price shall be adjusted by the following factor(s): Applicable</p> <p><i>The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</i>”</p> <p>Local Currency:</p> $Rl=Rlo[0.1+0.9(Il/Ilo)]$ <p>where</p> <p>Rl is the adjusted bid price in local currency;</p> <p>Rlo is the original bid price payable in local currency;</p> <p>Il is the official index for salaries in the Employer’s country for the month for which the adjustment is to have effect; and</p> <p>Ilo is the official index for salaries in the Employer’s country for the month of the date of the Contract.</p> <p>Official index for salaries corresponding to Il and Ilo in the adjustment formula: Monthly Consumer Price Index (CPI) published by Pakistan Bureau of Statistics</p> <p>Foreign Currency: The bidder shall quote the official index for inflation along with the price bid from the country of the foreign currency such as CPI mentioned above for the local currency. The formula for adjustment shall be as indicated above for local currency. If the bidder fails to mention the official index, the Purchaser shall adopt the relevant index by its own discretion.”</p>
ITB 19.1	<p>A Bid Security “shall be” required.</p> <p>A Bid-Securing Declaration “shall not be” required.</p> <p>The amount and currency of the Bid Security shall be: PKR 25 Million or USD 83,000/-</p>
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 20.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ul 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> <ul 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</i>

	<i>during the bidding process and in the event the JV is awarded the contract during contract execution.</i>
	D. Submission of Bids
ITB 21.2	In addition to the original of the Bid, the number of copies is: <i>Two (02) copies in hard and One (01) in soft form through USB included in respective envelopes.</i>
ITB 22.1	<p>For Bid submission purposes_only, the Purchaser’s address is:</p> <p>Attention: <i>Procurement Specialist, PIU-PLRA, PULSE</i> Street Address: <i>158-A, Abubakar Block, New Garden Town</i> City: <i>Lahore</i> Country: <i>Pakistan</i></p> <p>The deadline for bid submission is: Date: <i>October 01, 2024</i> Time: <i>1400 hours (Pakistan Standard Time)</i></p> <p>Bidders <i>“shall not”</i> have the option of submitting their Bids electronically. The electronic Bids submission procedures shall be: <i>“Not applicable”</i>.</p>
	E. Public Opening of Technical Parts of Bids
ITB 25.1	<p>The Bid opening shall take place at:</p> <p>Street Address: Committee Room, PIU, PULSE, 158-A, Abubakar Block, New Garden Town City: <i>Lahore</i> Country: <i>Pakistan</i> Date: <i>October 01, 2024</i> Time: <i>Immediately after bid submission deadline.</i></p> <p>The electronic Bid opening procedures shall be: <i>“Not applicable”</i>.</p>
ITB 25.6	The Letter of Bid - Technical Part and the sealed envelope marked “Second Envelope - Financial Part” shall be initialed by all the members of the <i>Procurement committee</i> of the Purchaser conducting Bid opening.

G. Evaluation of Technical Parts of Bids							
ITB 32.4	<p>The technical factors and sub factors as applicable and the corresponding <i>scores out of 100%</i> are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Technical Factor</th> <th style="text-align: center;">Weight in %</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> <p>Detailed Project Plan Project Plan must address the following key areas, while considering the specific requirements outlined in the project's Technical Specifications</p> <ul style="list-style-type: none"> • Installation, configuration & implementation plan of Data Center Equipment of Primary Site • Installation, configuration & implementation plan of Data Center Equipment of Disaster Recovery (DR) Site • Risk Management • Quality Assurance </td> <td style="text-align: center; vertical-align: middle;">15%</td> </tr> <tr> <td style="vertical-align: top;"> <p>Approach and Methodology</p> <ul style="list-style-type: none"> • A detailed scope of work document (designs, topologies, low-level design [LLD], high-level design [HLD] or any other along with the bids outlining the services being offered. • Define framework and strategy that will be used to structure, plan, and control the specific system. • Project Management and Implementation Strategy • Compliance and Security • Cost-Effectiveness <p>The Bidder must provide a letter from their respective Principals validating the Design & BoQ of their respective brands. Bidder must define framework and Deployment strategy that will be used to structure, plan, and control the process of developing, testing and deployment of ICT equipment.</p> </td> <td style="text-align: center; vertical-align: middle;">30%</td> </tr> </tbody> </table>	Technical Factor	Weight in %	<p>Detailed Project Plan Project Plan must address the following key areas, while considering the specific requirements outlined in the project's Technical Specifications</p> <ul style="list-style-type: none"> • Installation, configuration & implementation plan of Data Center Equipment of Primary Site • Installation, configuration & implementation plan of Data Center Equipment of Disaster Recovery (DR) Site • Risk Management • Quality Assurance 	15%	<p>Approach and Methodology</p> <ul style="list-style-type: none"> • A detailed scope of work document (designs, topologies, low-level design [LLD], high-level design [HLD] or any other along with the bids outlining the services being offered. • Define framework and strategy that will be used to structure, plan, and control the specific system. • Project Management and Implementation Strategy • Compliance and Security • Cost-Effectiveness <p>The Bidder must provide a letter from their respective Principals validating the Design & BoQ of their respective brands. Bidder must define framework and Deployment strategy that will be used to structure, plan, and control the process of developing, testing and deployment of ICT equipment.</p>	30%
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	<p>Data Center Infrastructure</p> <ul style="list-style-type: none"> • Scalability and high availability to support the expected number of end-users in Arazi Record Centers (ARCs). • Ability to integrate with PLRA data center infrastructure. • Platform performance & security features • Availability of local spare parts and after sale support plan • scalable architecture 	<p>25%</p>	
	<p>Project Implementation Team profiles</p> <p>The bidder is required to provide detailed profiles of the key experts designated for this project. Each role will be evaluated based on the qualifications and certifications specified below:</p> <ul style="list-style-type: none"> • 1xProject Manager having PMP Certification / Trainings with 16 years relevant education and having 5 years post graduate experience. • 1xMicrosoft Technologies expert (Blade Servers) with 16 years relevant education and having 5 years post graduate experience. • 2xStorage expert (SAN, NAS) certified with 16 years relevant education and having 5 years post graduate experience. • 2xCCIEs (Security & Routing Switching) Lab certified with CCIE with 16 years relevant education and having 5 years post graduate experience.. • 1xLoad Balancer technologies certification / Trainings with 16 years relevant education and having 3 years post graduate experience.. • 1xCyber Security technologies certified with 16 years relevant education and having 3 years post graduate experience.. • 1xResident engineer having CCNA Certifications/Training with 16 years relevant education and having 3 years post graduate experience. <p>Marks will be equally distributed for the seven positions. 30% percentage weightage is assigned to qualification whereas 70% weightage is assigned for relevant experience.</p>	<p>30%</p>	

	<p>Minimum marks required for technical qualification are 70% in Technical scoring. Only Technically qualified bidders will be considered for the combined evaluation. The bidders are required to submit evidence in the form of copies of contract, letters of completion issued by client or similar valid document.</p> <p>Firms scoring minimum of 70% in Technical evaluation will be considered as 'Responsive Bids'. The overall evaluation criteria will be based on 20% Technical and 80% commercial/cost/price of the shortlisted firms. The shortlisted firm scoring maximum marks in the overall scoring will be awarded the contract.</p>
ITB 33.5	The Letter of Bid – Financial Part and the Price Schedules shall be initialed by all <i>Procurement Committee Members</i> of the Purchaser conducting Bid opening.
	I. Evaluation of Financial Part of Bids
ITB 34.2(a)	<p>Evaluation will be done for:</p> <p><i>Bids will be evaluated for the whole contract. 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 price 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.</i></p>
ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <i>No</i></p> <p>(b) Deviation in payment schedule: <i>No</i></p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: <i>No</i></p> <p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the Bid: <i>No</i></p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment: <i>No</i></p> <p>(f) the performance and productivity of the equipment offered: No</p>
ITB 36.1	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 Rupees</i>

	<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>fourteen (14) days prior to the deadline for submission of the Bids.</i></p>
ITB 37.1	A margin of domestic preference “ <i>shall not</i> ” apply.
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 40.1	The weight to be given for cost is <i>80%</i>
J. Award of Contract	
ITB 45.1	<p>The maximum percentage by which quantities may be increased is <i>20%</i></p> <p>The maximum percentage by which quantities may be decreased is <i>20%</i></p>
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers (Annex III).</u>” 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="padding-left: 40px;">For the attention: <i>Mr. Faiz-ul- Hassan</i></p> <p style="padding-left: 40px;">Title/position: <i>Project Coordinator</i></p> <p style="padding-left: 40px;">Purchaser: <i>PIUPULSE, PLRA</i></p> <p style="padding-left: 40px;">Email address: <i><u>faiz.hassan@punjab-zameen.gov.pk</u></i></p> <p style="padding-left: 40px;">Fax number: “<i>Not applicable</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; 2. the Purchaser’s decision to exclude a Bidder from the procurement process prior to the award of contract; and 3. 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 Bids and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

TECHNICAL PART

1. Qualification

Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. 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, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three years prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member;

(b) **Specific Experience:**

The Bidder shall demonstrate that it has successfully completed at least One (1) contract within the last seven (7) years prior to bid submission deadline, each with a value of at least PKR 850 million that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.

*Note: The value of contracts executed by different JV members shall not be combined to meet the threshold.

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

- Product Specification Brochures
- Technical Compliance Certificate
- Test Reports (if any)
- Previous usage evidence
- Warranty & Support document
- User's Manual & Instructions

(d) **Manufacturing experience and Technical Capacity:** For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:

- (i) it has manufactured goods of similar nature and complexity for at least five (5) years, prior to the bid submission deadline; and

- (ii) its annual production capacity of goods of similar nature and complexity for each of the last three (3) years prior to the bid submission deadline, is at least two times the quantities specified under the contract.

(e) 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), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;

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.

2. Technical Evaluation (ITB 32.4)

Assessment of adequacy of Technical Part with the requirements defined in the *BDS ITB 32.4*. Moreover, the technical specifications given in the technical specifications section must be met by the bidder.

Score (of the total score for the factor/subfactor as applicable)	Description	Remarks
0	Required feature is absent; no relevant information to demonstrate how the requirement is met	No score is assigned for relevant factor/subfactor.
1	Required feature present with deficiencies such as insufficient or information that lacks clarity	30% of the maximum allocated score for relevant factor/subfactor
2	Sufficient information to demonstrate how the requirement will be met	60% of the maximum allocated score for relevant factor/subfactor
3	Sufficient information to demonstrate that the requirement will be marginally exceeded	80% of the maximum allocated score for relevant factor/subfactor
4	Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	100% of the maximum allocated score for relevant factor/subfactor

Technical Part Scoring Methodology

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub- factors in *the* same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub- factor “i” in factor “j”,

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”, and

$$\sum_{i=1}^k w_{ji} = 1$$

The Factor Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Factor Technical Score of factor “j”,

W_j = the weight of factor “j” as specified **in the BDS**,

n = the number of Factors, and

$$\sum_{j=1}^n W_j = 1$$

FINANCIAL PART

1. **Margin of Preference (ITB 37) Not applicable**
2. **Evaluation Criteria (ITB 34.6) The Purchaser shall use the criteria and methodologies listed in this Section to evaluate the Financial Part.**

The Purchaser's evaluation of the Financial Part may take into account, in addition to the Bid Price, one or more of the following factors as **specified in BDS ITB 34.6**, using the following criteria and methodologies.

- (a) Delivery schedule: N/A
- (c) Cost of major replacement components, mandatory spare parts, and service: N/A
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid: N/A
- (e) Life Cycle Cost: N/A
- (f) Performance and productivity of the equipment: N/A
- (g) Specific additional criteria: Nil

Combined Evaluation

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive.

The Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula (for comparison in percentages), which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{Thigh} * (1 - X) * 100$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weight for the Cost as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

Multiple Contracts (ITB 34.4) Not applicable

Alternative Bids (ITB 13.1) Not applicable

Section IV - Bidding Forms

Table of Forms

Letter of Bid – Technical Part	58
Technical Part	61
Technical Bid Checklist.....	62
Functional Guarantees	63
Manufacturer’s Authorization	64
Bidder Information Form	65
Bidder’s JV Members Information Form	67
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration.....	68
Form of Bid Security	69
Form of Bid Security (Bid Bond).....	71
Form of Bid-Securing Declaration	73
Letter of Bid - Financial Part.....	74
Price Schedule Forms	76
Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported	77
Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported*	78
Price Schedule: Goods Manufactured in the Purchaser’s Country	79
Price and Completion Schedule - Related Services	80

Letter of Bid – Technical Part

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

Place this Letter of Bid in the first envelope “TECHNICAL PART”.

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

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: February, 2024

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

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

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

To: *PIU, PULSE, Punjab Land Records Authority, Govt. of Punjab, Pakistan.*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (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 Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (h) **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;
- (i) **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;
- (j) **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];*
- (k) **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;
- (l) **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
- (m) **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 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.

Technical Part

[Note to Purchaser: Modify as appropriate]

The technical bid shall include all relevant information required to evaluate the technical Part in accordance with the requirements.

To establish the conformity of the Goods and Related Services to the RFB document, the Bidder shall furnish the documentary evidence that the Goods conform to the technical specifications and standards, including any essential technical and performance characteristics specified in Section VII, Schedule of Requirements. Any required functional guarantees shall also be provided. The attached forms/format may support the Bidder to organize information required to present its technical bid.

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.

In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

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.

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.

If the contract has been assessed to present potential or actual cyber security risks, the technical bid must include proposed cyber security risks management plan.

If there are assessed supply chain risks, the technical bid must include proposed supply chain risk management plan.

The Manufacture's Authorizations shall be included in accordance with ITB BDS 17.2 (a) and the attached Manufacturer's Authorization form.

Technical Bid Checklist

Technical Requirement No. _	Technical Requirement: <i>[insert: description of requirement]</i>
Bidder's technical bid/ compliance:	
Bidder's cross references to supporting information in the Technical Bid:	

Functional Guarantees

(to be used as applicable)

The Bidder shall copy in the left column of the table below; the identification of each functional guarantee required in the Specification and in the right column, provides the corresponding value for each functional guarantee of the proposed Goods.

Required Functional Guarantee	Value of Functional Guarantee of the Goods
1.	
2.	
3.	
...	

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]*

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 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. 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. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

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 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. 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. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

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
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><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.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

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___.

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.

Principal: _____ Surety: _____

Apply Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Form of Bid-Securing Declaration

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

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

RFB 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.]

Letter of Bid - Financial Part

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

Place this Letter of Bid - Financial Part in the second envelope marked “FINANCIAL PART”.

The Bidder must prepare the Letter of Bid - Financial Part 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 bidding 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]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

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

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

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

(c) **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]*;

(d) **Commissions, gratuities and 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.”)

(e) **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.

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.

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)							Date: _____	
Currencies in accordance with ITB 15							RFB No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> 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)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							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: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	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)	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)	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)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
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) Currencies in accordance with ITB 15				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. 4x5)	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)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								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 N°	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)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

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

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services 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: *None*

Under ITB 4.8(b) and ITB 5.1: *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 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.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule	89
2. List of Related Services and Completion Schedule.....	91
3. Technical Specifications	93
4. Drawings	94
5. Inspections and Tests.....	119

Notes for Preparing the Schedule of Requirements

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the Bidder]
1	<ul style="list-style-type: none"> • Blade Chassis • Blade Servers • Top of Rack Switches • Management Software 	04 26 04 01	Number	PLRA, Data Center, Lahore PLRA SR Site, Islamabad.	22 weeks after signing of contract	22 weeks after signing of contract	
2	<ul style="list-style-type: none"> • SAN Storage • SAN Switches • Scale out NAS Storage • Backup appliance • Data Protection software • Cyber Recovery vault and Cyber Recovery backup solution 	02 04 02 02 01 01	Number	PLRA, Data Center, Lahore	22 weeks after signing of contract	22 weeks after signing of contract	

3	• <i>Next Generation Firewall</i>	<i>03</i>	<i>Number</i>	<i>PLRA SR Site, Islamabad.</i>	<i>22 weeks after signing of contract</i>	<i>22 weeks after signing of contract</i>	
	• <i>Web Application Firewall</i>	<i>02</i>					
	• <i>Load balancer</i>	<i>02</i>					
	• <i>Leaf Switches</i>	<i>03</i>					
	• <i>Network Detection and Response</i>	<i>01</i>					
	• <i>Central Logging Solution</i>	<i>01</i>					
	• <i>2 Factor Authentication</i>	<i>02</i>					

Note: The bidders should reflect and include the items mentioned in the table in respective schedules in Section IV to quote the bid price. All the SFPs and Fiber Cables required to implement the solution (Blade, Storage, Security, Network) should be the part of the BOQ, any missing item (Cables or SFPs) which impact the implementation during implementation phase, the cost will be borne by the bidder.

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	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 complete ICT equipment (Blade Servers, SAN, NAS, Backup Appliance, Cyber Security Vault, Firewalls, WAF, Load Balancer, Switches, NDR, Logging System, 2FA or any other) of Primary Data Center.</i>	<i>As per Summary table given in technical specifications.</i>	Lumpsum	<i>PLRA, Data Center, Lahore</i>	<i>2 months after delivery of equipment.</i>
2	<i>Bidder is responsible for complete installation, deployment, configuration, and implementation of complete ICT equipment (Blade Servers, SAN, NAS, Firewalls, WAF, Switches, 2FA or any other) of Disaster Recovery Site Data Center.</i>	<i>As per Summary table given in technical specifications.</i>	Lumpsum	<i>PLRA DR Site, Data Center, Islamabad</i>	<i>2 months after delivery of equipment.</i>
3	<i>OEM//Principal relevant trainings and certifications (local and foreign) for PULSE team (4 resources) against Blade Solution, Storage Solution, Security and Network solution for every resource person.</i>	<i>04 resources</i>	04	-	-

4	<i>Bidder must provide complete technical support (upgradation, configuration, troubleshooting) and warranty claim of all ICT equipment for 3 years Mission Critical Support and services direct from OEM / distributor with local spare part availability.</i>	<i>All data Center equipment</i>	Lumpsum	<i>PLRA, Data Center, Lahore. PLRA DR Site, Data Center, Islamabad</i>	<i>3 years starting from delivery of equipment.</i>
5	<i>The bidder must submit a detailed scope of work document (designs, topologies, LLD, HLD or any other along with the bids outlining the services being offered.</i>	-	Lumpsum	<i>PLRA, Data Center, Lahore.</i>	<i>2 weeks after signing of contract</i>
6.	Provision of additional items required for installation or integration.	<i>All data Center equipment</i>	Lumpsum	<i>PLRA, Data Center, Lahore. PLRA DR Site, Data Center, Islamabad</i>	<i>During Installation</i>

3. Technical Specifications

The details of the complete ICT equipment for PULSE Data Center is provided in the table below.

Sr#	Item	Total Qty	Primary DC Qty	DR Site Qty
1.	Blade Chassis	04	02	02
2.	Blade Servers	26	16	10
3.	Top of Rack Switches	04	03	01
4.	Management Software	01	01	-
5.	SAN Storage	02	01	01
6.	SAN Switches	04	02	02
7.	Scale-Out NAS Storage	02	01	01
8.	Backup Appliance	02	01	01
9.	Data Protection Software	01	01	-
10.	Cyber Recovery vault and Cyber Recovery backup solution	01	01	-
11.	Next Generation Firewall	03	02	01
12.	Web Application Firewall (WAF)	02	02	-
13.	Load Balancer	02	02	-
14.	Leaf Switches	03	02	01
15.	Network Detection and Response Software (NDR)	01	01	-
16.	Central Logging Solution	01	01	-
17.	2 Factor Authentication	02	01	01

The scope of the Provision and Installation of Core ICT Equipment for PULSE, Data Center (Primary, DR Site) is as follows. All technical specifications stipulated in this section represent the “**minimum requirements**”.

Blade Server Solution	
Blades Chassis	
Form Factor	Blade enclosure with support for up to 8 dual socket blades or more.
Networking	Each blade chassis must support 1+1 blade switches within the chassis providing up to 1.6 Tbps aggregate server backplane connectivity bandwidth (200 Gbps each blade)
	Each blade switch support independent connectivity to external ToR switch at up to 800 Gbps
Architecture	Proposed Architecture should be modular and support multi chassis configuration.
Power Supplies	N+N and N+1 power supply redundancy configuration.
Management	Virtualized KVM interface for in-rack KVM switches, monitors, and keyboards
	Should support Out-of-band access by remote KVM, Secure Shell (SSH) Protocol etc.
Fan Module	Redundant fan modules with each chassis.
Installation Accessories	Power cables, rack mounting kits and other installation accessories as required.

Blade Servers	
Architecture	Blade architecture, compatible with the Blade Enclosure provided in this specification and has the same brand.
Processor	Two (2) Intel Xeon Gold processors (4th generation – Intel I5420+) or equivalent with 28C/56T, 2.00 GHz base frequency and 52.5MB cache .
Hard Drive	Blade should support six front-accessible, hot-swappable SAS/SSD /NVMe hard drives. Two (2) 960GB SATA SSD bootable drives in RAID 1 configuration
Memory	Each blade server should have 1,024 GB (8 x 128GB) DDR5-4800 RDIMM
	Must support extended memory footprint for Hyper-V, VMware etc.

Networking	Each blade should support 2x25Gbps network and 2x32Gbps FC Gbps ports.
	Each blade should support 200Gbps internal connectivity to chassis backplane
	Proposed Blades NIC card should allow up to 512 virtual machines to access the same card with built-in prioritization and quality of service (QoS)
Management	Support stateless computing (should support logical profiles) with boot from SAN.
Operating System	Microsoft Windows Server 2022 (Standard & Data Center) Editions (Standard Qty:50, Data Center Qty= 54), Microsoft unified support required. Microsoft System Center Suit Qty. 1)

Top-Of-Rack Switches	
Interfaces	32x100Gbps QSFP28 ports for chassis and network connectivity
	support up to 16x32Gbps FC ports for SAN connectivity
Forwarding Capacity	Redundancy support (active-active) with forwarding capacity of 7.4Tbps .
Transceivers	<ul style="list-style-type: none"> a. 100G active optical cable – 30 meter with pre terminated SFPs for enclosures to switch connectivity (Qty:12) b. 32G Fibre channel SFP – short length (Qty:04) c. 100G active optical cable – 30 meter with pre terminated SFPs for ToR switch to Core Network connectivity (Qty:02)
Chassis Connectivity	Each chassis must be able to connect independently to the ToR switches with up to 1.6 Tbps aggregate bandwidth
High Availability	ToR switches should support automatic failover with an active-active data plane
	Capability to fail over from one switch to the other in the event of a failure
Latency	Low-latency cut-through design provides predictable, consistent traffic latency regardless of packet size, traffic pattern, or enabled features
Layer 2 Features	a. Layer 2 VLAN trunks
	b. IEEE 802.1Q VLAN encapsulation
	c. Support for up to 256 VLANs and virtual SANs (VSANs)

	d. Jumbo frames on all ports (up to 9216 bytes)
	e. Pause frames (IEEE 802.3x/802.1Qbb)
QoS Parameters	a. Layer 2 IEEE 802.1p (CoS)
	b. CoS-based egress queuing
	c. Egress strict-priority queuing
IEEE Standards	a. IEEE 802.1p: CoS prioritization
	b. IEEE 802.1Q: VLAN tagging
	c. IEEE 802.3: Ethernet
	d. IEEE 802.3ad: LACP
	e. 10, 25, 40, 100 Gigabit Ethernet
	f. QSFP28 support
Power Supplies	Redundant power supplies with power cables (C13-C14).
Fan Modules	Redundant Fan Modules with front-to-back airflow.
Licenses	All ports must be active and usable with all required licenses.

Management Software	
Management Features	There should be a single management point for the entire Rack and Row of blade chassis and blade switches and ToR switches.
	Blades, blade switches and ToR switches must be able to fully manage through the management software including health monitoring, profile management, firmware management, configuration and troubleshooting.
	Blade management system should be able to evaluate and mitigate the impact of service issues from running non-validated combinations of firmware, server model, processor, adapters, operating system, and driver versions
User Interface	Proposed Blade Management Systems should support GUI, a command-line interface (CLI), or an XML API.
	Capability to launch tunnelled virtual Keyboard, Video, and Mouse (KVM) sessions

Policy Based Management	Proposed Single Management system should support policy-based management of the server and network resources
	Proposed Management System should support policy-based virtual machine connectivity, mobility of network and security properties during virtual machines migration
Configuration	Proposed Management System can be used to fully configure the servers, adapters, blade switches, ToR switches and appropriate isolation, quality of service (QoS), and uplink connectivity
Programmability & Automation	Proposed Management systems should provide RESTful APIs for integration with existing data center systems management tools to manage hybrid IT infrastructure and resources across multiple data centers and public cloud
	Should have framework to create and execute complex orchestrations across multiple infrastructure domains, applications, and external endpoints
	Should have a library of out-of-the-box automation tasks supporting operations across compute, network, storage, virtualization, container, public cloud platforms
	Should allow the use of custom task designer to create own library of automated operations using open standards such as HTTP/API, Ansible, PowerShell, SSH, etc.
Role Based Access	Management system should support role-based access control for different teams, primarily for server, network, and storage administrator teams
Auto Discovery	Management system should support automatically discovers devices that are added, moved, or removed from the system
Server Profile	Management system should support blade Service Profiles
Advisories	Should provide proactive notification and advisories with the latest information on severity, impacted products, and available workarounds
Inventory Visibility	Should support display and report inventory information for compute, network, storage, virtualization, container, and public cloud platforms

SAN Storage	
Architecture	NVMe based scale-up and scale-out Active-Active architecture where Controllers shall be true symmetric active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion with 99.9999% availability and NSPOF. Storage systems should have native functionality/intelligence to provide workload placement and load balancing recommendation.
Drive support	Support NVMe based Flash with protected cache. Support using SCM/DRAM/NVRAM.
Connectivity options	Support 32Gbps FC and 25Gbps IP ports.
Processor & cache	Dual socket Intel CPU or equivalent CPU with of 32 cores and 512 GB cache.
Front end ports	8 x 32Gbps FC ports and 8 x 25GbE ISCSI/NFS/CIS ports (16 SFP) to provide scalable and dedicated connectivity to hosts and for remote replication. Support NVME over Fabric & NVME over TCP.
Backend connectivity	Support NVME expansion shelves
Capacity & performance requirement	Configured for storing 300TB useable data (Raid 6) before using efficiency factor committed by the OEM. Type= NVME Size = 7.68 TB and 15 TB. Number = 39 drives (if 7.68TB) Number = 20 drives (if 15TB) Number = between 20 to 39 (if 7.68TB and 15TB) Deliver 200K+ IOPS (8K block size, 70% Read and 30% Write). Scalable to 3PBe.
Data reduction for space efficiency	Support Always on enterprise class data services including Thin Provisioning, Inline Compression & Deduplication, Replication, Snapshot (with ROW algorithm). Data reduction support on block (FCP, iSCSI), data and VVOLS.
Storage resource pooling	Support mixing of different capacity of NVMe in single storage pool. Single storage pool should be accessible to pair of controllers. Support growing capacity by single drive increment for supporting granular upgrades. Support many to many drives rebuild using extent-based virtual-RAID instead of legacy drive-based RAID implementations. Support mixing of different drive sizes in the same storage pool.

Data encryption and security	Encrypted drives with appropriate encryption licenses, which meet FIPS 140-2 – Level 2 security requirements. SED hardware-based data.
Scalable file system	Support creating multiple NAS servers for tenant isolation with each NAS server scalable up to 256TB.
Remote data replication / protection	Support hardware-based data replication at the array controller. Support Asynchronous replication across 2 storage arrays. Support incremental replication after resumption from Link Failure situation or during failback operations.
Quality of service	LUN level priority based QoS engine, which is easy to manage.
Storage management software	Storage management software with Web based GUI capable of generating customized reports, real time monitoring, historical performance data for analysis and trending, capacity utilization monitoring.
Cloud based monitoring & reporting	Cloud-based monitoring and management tool with support for 2 years of historical reporting. Support monitoring and reporting multiple storage systems, VMware environment, Hyper-V and SAN switches. Required on-prem software and hardware should be included in the solution. Cloud based software should be accessible from any internet connected device with mobile application support for iOS and Android.
Snapshot/local protection	Support snapshot creation using ROW algorithm. Use snapshot as writable volume. Support snapshot scheduler. Allow snapshot replication with different retention for source and destination. Support creating writable copies of the source volume, which are immune to deletion of source LUN/volumes. Support user accessible snapshots for NAS data to facilitate user-initiated single file recovery without administrative intervention.
Application aware automation and orchestration	Include software to automate and orchestrate application/databases data management - including but not limited to MSSQL, Oracle, Exchange etc. allowing to create application/database consistent copy for multiple use cases including data repurposing, off-host backup, Test/Dev, Reporting Integrate with storage replication for application consistent disaster recovery

Support for DevOps And infrastructure Automation	Support below integration options to enable DevOps and Infrastructure automation. All mentioned options should be officially supported by storage vendor. Support for REST API with native SwaggerUI. Support for Kubernetes Persistent Volumes using Container Storage Integration (CSI) Support for Ansible using official Ansible modules Support for PowerShell modules Support for Python library
Power Supplies	Dual, hot-swappable redundant power supplies with integrated system cooling fans.

SAN Switches	
SAN Solution	4 x SAN Switches with 48 x 32Gbps FC ports each.
Port Speed and Capacity	48 x 32Gbps FC ports, scalable to 64 ports. Switch should be upgradeable to support future 64Gbps SFPs.
Aggregate Bandwidth	2 Tbps.
Maximum Frame Size	Support for a maximum frame size capable of carrying 2000 or more payloads.
Centralized Management Interface	Advanced web tools, a management portal and a global view for comprehensive management.
Command Line Interface (CLI)	Support for a robust CLI for flexible and automated configuration, monitoring, and troubleshooting.
Setup and Configuration	Wizard based Installation for simplified initial setup and configuration processes.
Protocols	Support for HTTP/HTTPS, RESTful API, SNMP v1/v3 (FE MIB, FC Management MIB), and SSH for versatile and secure management.
Performance Monitoring	Comprehensive performance monitoring tools with customizable reporting intervals.
Redundancy	Dual, hot-swappable redundant power supplies with integrated system cooling fans.
Zoning Capabilities	Support for various zoning types (WWN zoning, port zoning).
Quality of Service	Support for QoS policies.
Authentication Mechanisms	Support for multiple authentication methods (e.g., RADIUS, LDAP).

Access Controls	Granular access controls for switch ports and management access.
Auditing Capabilities	Robust auditing and logging capabilities.
Vendor-Agnostic Compatibility	Ensure compatibility with a variety of storage and server vendors.
Scalability Requirements	Ability to scale from the baseline of 24 ports to 64 ports.

Scale-Out NAS Storage	
Controllers and Architecture	<p>Include 3 separate clusters - Production, Disaster Recovery, Cyber Vault Airgap</p> <p>Production Cluster: 700 TB usable capacity with Intel CPUs or equivalent. Must be an appliance based.</p> <p>Disaster Recovery Cluster: 700TB usable capacity. Nodes should be based on the Intel platform or equivalent.</p>
Performance Tier	<p>Production Cluster: Storage Solution is configured with 1 TB Global cache for read and write operations.</p> <p>Disaster Recovery Cluster: Storage Solution is configured with 1 TB Global cache for read and write operations.</p>
Operating System	Fully journaled, fully distributed, specialized Operating System by storage OEM, dedicated for serving data efficiently and customized for True Scale-Out Storage.
Network Ports	Each Storage Controllers/ Storage node having 2 ports of 25 GbE. 6 controllers' minimum requirements.
Disk Type	<p>Support 8TB HDD or larger. 20% NVME, 80% HDD</p> <p>Support different disk types including NVME/SSD/SAS/SATA drives pools as same filesystem in same storage Cluster.</p> <p>Type= NVME (20%) = 140TB Size = 7.68 TB and 15 TB. (Subject to availability) Number = 18 drives approx. (if 7.68TB) Number = 9 drives approx. (if 15TB) Number = between 9 to 18 (if 7.68TB and 15TB)</p> <p>Type = NL SAS/SATA (80%) = 660TB Size = 8 TB to 20 TB Number = calculated according to disc size.</p>
Redundancy with No Single Point of Failure (SPOF)	<p>Support for sustaining multiple storage controller/ storage node failure in the storage system without data unavailability.</p> <p>Self-optimizing architecture, which does not require defragmentation, nor consistency check like "fsck" in the event of</p>

	<p>an ungraceful shutdown of the cluster to ensure higher uptime. Data should be striped across all storage controllers, so that performance of all controllers can be utilized for all read and write operations.</p> <p>The backend internal connectivity between storage controllers/storage nodes should be using high performance InfiniBand (IB) or 10 /40 GigE network with no single point of failure.</p> <p>Redundant and Hot replaceable modules: Controllers, Hard Disk Drive and power supplies (230V AC, 50 Hz.)</p>
Capacity/performance Expansion	<p>There should not be any downtime or migration activity required in the event of adding capacity or adding nodes/controllers to the storage system.</p> <p>Should enable linear scalability of performance and capacity (i.e. for every X TB of capacity added, performance should increase by Y GBps).</p> <p>In the event of addition of new generation storage controller/storage node to existing storage solution, existing data should be rebalanced across all nodes of storage controllers/storage nodes automatically. This auto balance should be done with low priority avoiding any impact to performance.</p> <p>Any removal of old storage controllers/nodes, from existing storage, should also be an automated and online process.</p> <p>Addition of storage controller/ storage nodes should not require any complicated configuration of new controller/node. It should be done easily, seamlessly and without having any impact to user access.</p> <p>The storage file system shall not require metadata performance tuning.</p> <p>The system must be able to support policy-based tiering to different storage tiers with Storage sub-system.</p>
Protection Levels	<p>Support required protection level, which can protect data against simultaneous 2 disks failures or simultaneous 1 storage controller failure.</p> <p>Should have capability to change the protection level on-the-fly.</p> <p>Should be able to assign protection level on cluster, directory, or file level.</p>
Auto-Tiering to Object & Standard Software features	<p>Support policy-based tiering of data to object storage. No manual or scripts to be used for tiering to Object storage.</p> <p>Support archiving data to a different storage cluster of same types and to private or public cloud providers using the S3 protocol, without the need for a third-party software.</p> <p>Integrated automatic RAID Manager, alerts, DNS, SNMP.</p> <p>Automatic error reporting via SMTP email to global support center.</p> <p>Dataset management and monitoring software, which allows</p>

	classification of data via custom metadata tags, identification, and movement of data between different storage systems, on prem S3 storage and public cloud.
Snapshots	<p>Read-only, point-in-time copies (snapshots), at the granularity of any directory or subdirectory in the filesystem, while supporting writable snaps for T&D refresh and testing or DR drill requirements.</p> <p>It should not be required to reserve space for snapshots, and should support in excess of 15000 snapshots on the storage. Support both copy on write and redirect on write for snapshots. Should enable scheduling at daily, weekly, monthly or yearly intervals, with single or multiple job frequency per schedule, should also have snapshot granularity of at least a minute. Should offer below methods for restoration from snapshot:</p> <ul style="list-style-type: none"> - Copy files and folders directly from the snapshot - Clone a file from the snapshot <p>Reverting entire snapshot or an individual file. i.e. Restore should not create another copy of data</p>
Protocol Support	<p>Network protocol Support:</p> <p>Must provide access for a variety of operating systems (UNIX, Mac, Linux, Windows) using all standard protocols: NFS, SMB(CIFS), HTTP, FTP, S3, REST & HDFS.</p> <p>All protocols MUST be included without additional licenses and hardware.</p> <p>Should support user security mechanisms like AD, LDAP and NIS.</p> <p>Storage solution must support multiple protocols at the same time on the same piece of hardware (No separate, individually managed servers shall be required) including but not limited to CIFS, NFS.</p>
File Sharing	Allow simultaneous access to the same file/data via SMB and NFS for data sharing between UNIX and Windows hosts.
File Locking & Filtering	<p>File Locking for Data protection from corruption while sharing files between UNIX and Windows users.</p> <p>The system must be able to block undesired files by their extension. For example .mp3, .mov etc.</p>
Client Load Balancing	Capability to load balance client connectivity across these multiple controllers so that all clients get distributed across all existing controllers/nodes to avoid any performance hotspot.
Quality of Service	<p>Should have capability to support:</p> <p>Easily identify "rogue workloads" and heavy consumers of performance resources on cluster.</p> <p>Limit usage of IOPs and bandwidth by "workload" (directory path, clients, users).</p> <p>Customized monitoring of performance resources (CPU, memory, IO in/out, latency, etc.) by user defined "workloads".</p>

Management Interface software	Support the management, administration and configuration of the whole storage platform through a single management interface along with CLI
Disaster Recovery	<p>The storage system shall be able to support directory and file-level asynchronous replication across WAN to another storage system.</p> <p>The replication software shall have a comprehensive file and directory selection criteria for replication. Selection criteria shall include: filename, include/exclude directories, file size, file creation, access and modified times.</p> <p>The replication software shall be able to support incremental block-based replication based on changed data blocks (on a per-file basis) after the initial baseline transfer.</p> <p>The replication software shall support target-cluster snapshots feature. This allows multiple space-efficient snapshot copies of the replicated dataset to exist on the target cluster for archival and recovery purposes.</p> <p>The replication software shall have the ability to limit the replication process to a defined set of nodes in the storage cluster. This is to ensure that the replication jobs do not compete with other applications for node-specific resources.</p> <p>Storage should be supplied with a tool for automated, one button failover for NFS and SMB. Tool should have the capability to detect and synchronize changes in storage configuration like share, quotas, exports etc. Tool should be licensed for entire capacity of storage. Should have ability to automatically test DR readiness between sites by writing test data and failing over and back on a schedule</p> <p>The replication software shall support one-to-many and many-to-one replication.</p> <p>Proposed storage must be able to sustain 2 disks failure or 1 controller failure.</p> <p>The storage system at the remote site shall not have any performance degradation after failover.</p>

Security	<p>Support encrypting data at rest.</p> <p>Support Write Once Read Many (WORM).</p> <p>Support multiple multitenant access zones for different Active Directories and LDAP. Each Access zone must simultaneously support local, Active Directory and LDAP users.</p> <p>Support Role Base Access Control with Integration with Active Directory and LDAP.</p> <p>Support System Auditing for system as well as supported protocols.</p> <p>Support multiple DNS.</p> <p>Support Anti-Virus Scanning through Internet Content Adaptation (ICAP) protocol.</p> <p>Should have automated file system integrity and data integrity checks built in to prevent data loss data integrity issues due to data inconsistencies or file system corruption.</p>
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Backup Appliance	
Architecture	Purpose built disk-based backup appliance with native capability of data deduplication.
Capacity	180TB usable (Post RAID capacity using 4TB or 8TB or equivalent disk, Type of disk is NVME/NL SAS/SATA, number of drives calculated according to useable space) and scalable to 500TB useable or more scalability of the proposed capacity. Proposed capacities should be in usable (post-RAID capacity ignoring dedupe factor) with global deduplication (i.e. global deduplication irrespective of number of logical containers or backup devices created/used in the system)
Processor & Memory	Must have dual intel multicore processor or equivalent with 192GB or more memory.
Protection and Fault Tolerance	Must have robust fault tolerance and self-healing mechanism e.g., RAID with hotspare, end-to-end verification without performance degradation, NVRAM, snapshots to protect against physical and logical failures. System should be able to survive double disk failure.
Cleanup/Housekeeping	Should have seamless self-maintenance and housekeeping mechanism (e.g., cleanup, garbage collection) without affecting routine backup/recovery and replication operations.
Deduplication Technology	In-line deduplication. Support source side deduplication and any required deduplication license(s) must be included for target and source-side deduplication.
Connectivity	Support 25G/10G/1GbE and 16G FC. Support IPv4 and IPv6. Must include 2x 25G and 4x10G ports. 6x SFPs

Protocols	Support multiple backup protocols (VTL, NFS, CIFS, NDMP and any other recommended proprietary protocol) simultaneously. All protocol licenses must be included.
Throughput	Write performance of 25TB/hr or more throughput.
Backup Software Support	Support integration with industry leading backup software's and native utilities (NetBackup, TSM/Spectrum Protect, Networker, Avamar etc. and native utilities like Oracle RMAN, BR*Tools, MSSQL backup) with and without source-side deduplication.
Platforms Compatibility	Support integration with open systems, and any other specialized platforms e.g. IBMi. Should also be available in virtual appliance form factor for on-prem deployment (VMware/Hyper-V/KVM) and in public cloud marketplace e.g. AWS, Google and Azure.
Security and Encryption	Support strong encryption of data-at-rest/in replication. Required license should be included. Must meet compliance standards for data. Support secure-multi-tenancy. Support locking the data from deletion and forging to make it immutable.
Replication	Network optimized replication with capability of bandwidth throttling. Support 1:1, many:1, 1: many, and cascaded replication. Required replication license(s) should be included for entire capacity. Support immediate replication of backups to maximize DR readiness and minimize large between production and DR.
Call Home Support	Call Home capability (system should generate an alert to the principal support to log a case in case of any critical error)

Data Protection Software	
License	180TB front-end or 20 Socket license. It should include DR entitlement for the same quantity.
Features and clients	Licensing should include entitlement of all software features and unlimited number of backup servers and clients.
OS/Platform Support	Must support physical and virtual servers backups. VMware, Hyper-V, Kubernetes, Windows, AIX, Red Hat Linux, Solaris, and NAS backup.
Applications and DB Integration	Should support application consistent backups of all major DBs and Apps including Oracle, MS SQL, Microsoft Exchange, DB2, SAP with granular recovery. Should also provide; <ul style="list-style-type: none"> - Integration with Oracle/RMAN including support for backups rollover from FRA is highly desired. - Block level backups of Microsoft Exchange and Hyper-V with consistency
Mobility	Can move backups from one target to another e.g. from disk to disk and external tier (e.g. object storage or tape-out), and improves time-to-DR

Replication	Continuous protection/continuous replication with any point-in-time recovery capability for VMs.
Efficiency	Must support both source and target-based deduplication to meet specific workload demands. Flexible and scalable image level backups with CBT for backup and recovery. No-Stun VM backup. Guest level backup/recovery for application consistency. Synthetic/Virtual Synthetic/Always Full backups, direct backup data from client to backup storage without a mid-hop, Immediate replication, Dense filesystem backups, 8vendor agnostic NAS backup, Passive node backups in cluster configurations.
Scalability	Must be able handle growth and large scale for hundreds of clients under a single control server and should be flexible to quickly add/remove roles and instances to meet demands.
Management and Monitoring	Should have simple to define and use workflows for automation of data protection. - Can be readily deployed as a pre-configured virtual appliance as well as an installable physical/virtual server. - Should have intuitive user interface for managing and monitoring backup environment. - Advance/comprehensive monitoring and reporting capability is desirable with score cards and end-to-end visibility of environment and recoverability.
Self-protection	Must have a defined mechanism to recover backup server/nodes from failure

Cyber Recovery Vault & Backup Solution

Cyber Recovery Vault	Backup Appliance: 60 TB
Cyber Recovery Solution	<ul style="list-style-type: none"> • 1xServer, 2 x 32 cores, 192 GB RAM, 10 x 2.4 TB SAS, 2xDual Port 10 Gbps, 2x25Gbps Network Card • 1xServer, 2 x 32 cores, 384 GB RAM, 10 x 2.4 TB SAS, 2xDual Port 10 Gbps, 2x25Gbps Network Card • 1xServer, 1 x 6 Cores, 32 GB RAM, 2 x 480 GB SSD, 2 x 960 GB SSD, 2xDual Port 10 Gbps, 2x25Gbps Network Card • 1 x TOR 10/25/40/50/100GbE Switch • 1 x 8 Port KVM Switch with LED and all accessories.
Mission Critical Data	30TB front-end
Architecture	Robust solution for secure vaulting and analysis of backups against malware/ransomware attack

Core Functionality	Key features for providing ultra-secure copies of backups to recover from a cyber-attack/ransomware attack including (1) Automated Isolation/Air-Gap, (2) Data Immutability, (3) Analytics/deep scanning for anomaly detection
Anomaly Detection	An intelligent/AI based mechanism and machine learning without having dependency on virus signatures for detecting malicious activity/malware/ransomware.
OS/Platform Support	Must provide secure vaulting for Oracle, MS SQL, Exchange, SAP, Windows/Linux filesystem backups.
Backup Applications Support	Support major backup applications e.g. NetBackup, Commvault, Networker, Veem, Power Protect DM, TSM/Spectrum Protect, Avamar or equivalent.
Replication	Continuous protection/continuous replication with any point-in-time recovery capability for VMware VMs, Hyper-V or equivalent.
Scalability	Must be able handle growth to 4x the proposed capacity under single management
Backup Repository	Support and integrate with existing/new backup appliance systems in production.
Network	10G and 1G connectivity for cyber recovery vault ingress/egress and internal connectivity
Infrastructure Components	Required infrastructure components for building cyber recovery vault (e.g. compute, switch, management software) must be included in the proposed solution
Management and Monitoring	Modern UI/management and monitoring and alerting mechanism to report suspicious/malware/ransomware

Next Generation Firewall	
Interface Requirement	4 x 100G/40G interfaces 14 x 25 GE/10GE/1GE optical interfaces 14 x 10G/1G RJ45 interfaces POE 2 x 10G interfaces for HA For each firewall 2 x 40G QSFP+ multimode 4 x 25G (SFP28), 4x10G (SFP+), 4x1G (SFP) multimode 2 x 10G for HA (SFP) multimode
Form Factor	Rack mounted 2 RU with installation kit.
Storage	1.5TB SSD of on-board storage
Firewall throughput UDP	100Gbps@64bytes packet size
Threat Protection throughput	20Gbps
NGFW throughput	25Gbps

IPS throughput	30Gbps
IPsec VPN throughput	50Gbps
SSL VPN throughput	15Gbps
SSL Inspection throughput	15Gbps
Concurrent Sessions	20Million, can be scaled up to 35Million
New Connection Per Second	900K, can be scaled up to 1.5Million
Concurrent SSL VPN users	25K
Power Supplies	Redundant Hot swappable
Protocol Support for IPv4 and IPv6	OSPF BGP
Clustering	Active-Active, Active-Passive
3 year Subscription of Following Feature	The proposed product should include 3 Years 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.
VPN Techniques	SSL Remote Access, IPsec based Remote Access, site to site IPsec
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.
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Web Application Firewall (WAF)	
Interface Requirement	8GE bypass RJ45 ports
	4 SFP 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	900GB SSD
Power Supply	Dual Hot swappable
HTTPs throughput	2.4Gbps
Transections/Second HTTPS	42K
HTTPs concurrent connection	850K
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 Attach	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
	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 year Subscription of Following Feature	The proposed product should include 3 Years license for web app firewall, antivirus, and credentials stuffing defense.

Load Balancer	
Interface Requirement	4 x 10G/1G RJ45 Port s
	4 x 25G/10G/1G SFP+/SFP28/SFP ports

	<p>1 x RJ45 Console Port</p> <p><i>For each load balancer</i></p> <p>2 x 10G SFP+ optical multimode</p> <p>2 x 25G SFP28 optical multimode</p>
Throughput (Layer 4)	35 GBPS Application throughput
Throughput (Layer 7)	28 GBPS Application throughput
HTTP compression throughput	18 Gbps of compression throughput
SSL TPS/CPS (2K Keys)	30K
Concurrent Layer 4 Connections	38 million
L7 connection per second	500K of L7 requests per second
Form Factor	1 RU chassis
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 capabilities, ensuring that all features and functionalities are unlocked. The subscription duration should be 3 years.

Network Detection and Response (NDR)	
Interface	4 x 10GE SFP+ interfaces with 4x10G SFP+ optical multimode
Throughput	10Gbps HTTP/Enterprise mix
Storage	7TB with RAID 1
Malware Analysis performance	100K files per hour
Sniffer Rate	10Gbps
Traffic Sniffing and Analysis	Should be able to sniff the traffic and also perform file analysis
LDAP/Radius Support	Supports LDAP/RADIUS remote admins
RBAC support	Supports RBAC for administrative access
Storage Capability	Storage hard drives should be removeable.
Power Supplies	Power supplies should redundant and must be hot-swappable
Features and Capability	Detect and name botnet detections, both DNS and IP based botnet
	Profile traffic using ML and identify anomalies
	Detect and name malicious web campaigns
	Detect Network Intrusions
	Weak cipher and vulnerable protocols
	Differentiate different malware and attack types
	Trace the Source of infection
	Sub-second detection without running/executing file like sandbox analysis
Patient Zero Capability	Solution must be able to stop “patient-zero” i.e., ability to stop the first malware download (web) from host i.e. inline blocking
MITRE ATT&CK Support	Solution must provide MITRE ATT&CK view of attacks
Malware Types	Solution must be able to classify different malware types
	Banking Trojan
	by hosts (e.g. Host1 infected with Ransomware and Downloader)
	detect “fileless” malware as a category.
Forensic Capability	Solution may provide a big picture for threat analysis for forensic investigation
Sniffing without Sensors	Solution can be deployed in sniffer mode without sensors
Integration with NGFW	Ability to integrate with NGFW for quarantine
Airgap Integration	Solution has the ability to be deployed in a ‘offline/airgap’ (i.e. no Internet) environment.
ICAP Support	Solution must have ICAP support

Whitelisting Capability	Solution must support white list settings to filter trusted hosts
API Capability	Solution must support REST API for automation, please list capabilities with API
Source attack	Display attack in timeline format, showing source of attack
IOC Support	IOC export with STIX v2 format
Logging	Supports remote logging
API Threat Detection	Solution MUST support 3rd party API call upon threat detection
License	The subscription duration should be 3 years.

2 Factor Authentication (2FA)	
Deployment Requirement	High Availability
User Support	200 users
2FA Tokens	200 users
Token Types	Enterprise Class Strong Authentication platform that supports Two Factor Authentication using Mobile Tokens
SSO (Single Sign On)	The proposed Authentication Platform must support User Identity and SSO Management.
Authentication Method	The proposed Authentication platform must support both SAML (Security Assertion Markup Language), RADIUS (Remote Authentication Dial-In User Service) and TACACs+ (Terminal Access Controller Access Control System) as a Service.
Standalone Radius Support	The proposed Authentication platform can be deployed as Standalone RADIUS Server.
NAS client Support	The proposed Authentication Platform must support Multiple RADIUS NAS Clients.
integration with LDAP	The proposed Authentication Platform can Integrate with Remote LDAP Server. Platform must be able to populate Users or Groups locally from LDAP Server.
VM Capability	The proposed Authentication Platform must be on-prem Virtual Machine (VM) based.
ISM Feature	The proposed Authentication Platform must be able to provide following User Identity Services on Network: User Identification & Authentication, User Authorization , User Authentication based on Certificates , User Self Registration .
OAuth Feature Server	The proposed Authentication Platform must support OAuth server capability.
SNMP Feature	The proposed Authentication Platform must support SNMP.
Integration with SMTP and SMS Gateway	The proposed Authentication Platform must be able to integrate with SMTP Gateway or SMS Gateway for Email and SMS based Token respectively (when required)

Token Generation and Lost Reporting Method	The proposed Authentication Platform must have a built-in Self-service portal for authentication of users to allow them to request new tokens, password recovery and report lost tokens.
Reporting and Logging	The proposed Authentication Platform must be able to Monitor, Log and Report Tokens. Local Logging as well as Remote Logging to Syslog Server should be possible.
Graphical Features	The proposed Authentication Platform must be able to provide Graphical Dashboard in terms of Successful, Failed and All Authentications. The proposed Authentication Platform must be able to display Inventory Information in terms of total Number of Users, Groups and Tokens Configured.
Backup Support	The proposed Authentication Platform must have the capability to back up its configuration.
Perpetual Tokens	The licensing for MFA tokens should be perpetual with no annual subscription fee.
Tap Based Approval Support	The proposed Authentication Platform must support login request push notification on MFA mobile application for one-tap approval.
Token App Feature support	The mobile token application for 2FA must support PIN/Fingerprint/Face-ID protection.
OTP Time Interval and Serial Number.	The mobile token application for 2FA must support OTP time interval and Serial Number display.
License	The subscription duration should be 3 years.

Central Logging Solution	
Logging Solution Processing Requirement	50GB logs per day
Scalability	upgradeable to 500GB logs per day
VM Support	Should be Software (VM) based appliance
Customization Capability	Must provide Powerful Network Security Visibility with customizable interactive Dashboard and summary views,
Drill Down Capability	It must have Drill-down capabilities to follow the trail of an attacker, trace transactions, and gain new insights
Graphical Features	It must provide superior Visualization with graphical bubble charts, and a geographical Threat Map
Automated Alerts	Must have Automated alert notification for issues, problems and attacks
Email SNMP Support	Must support alerting via email and SNMP
Built-in reports	Should have built-in report templates, which are highly customizable
Report Customization	Should have the facility to create custom reports

Additional Capabilities	The Centralized logging and Reporting appliance should be able to parse logs and generate reports
Mandatory feature	Should be of same vendor offering other security products
License	The subscription duration should be 3 years.

Leaf Switch	
Switching Capacity	3.6 Tbps
Forwarding Rate	1.2 Bpps
Interfaces	48 x fiber-based access ports capable to support 1 Gbps, 10 Gbps, 25 Gbps ethernet
	6 x fiber-based Uplink ports capable to support 40 Gbps and 100 Gbps and/or a combination of 1 Gbps, 10 Gbps, 25 Gbps, 40 Gbps, 50 Gbps and 100 Gbps for flexible connectivity options
	1 x RJ-45 management interface
	1 x USB port
	1 x Console port
Transceivers	<ul style="list-style-type: none"> a. 8 x 40G QSFP multimode transceivers b. 12 x 25G (SFP28) multimode transceivers c. 20 x 10G SFP+ multimode transceivers d. 8 x 1G SFP multimode transceivers
MAC Address Entries	512K
IP Host Entries	Up to 1 million
VLANs	4K
Encryption	All ports must have the capability to support wire-rate MACsec encryption
License	All ports must be active and useable from day 1
Feature Support	Support controller based SDN deployment for multiple datacenters (multi-site/multi-DC)
	Support Intent based networking functions such as network assurance
	Ability to run in traditional network mode as well
	Support for standards based VXLAN EVPN fabrics
	Segment routing
	Comprehensive protocol support for Layer 3 (v4/v6) unicast and multicast routing protocol suites, including:
	BGP
	Open Shortest Path First (OSPF)

	Routing Information Protocol Version 2 (RIPv2)
	Protocol Independent Multicast Sparse Mode (PIM-SM)
	Source-Specific Multicast (SSM)
	Multicast Source Discovery Protocol (MSDP)
	Day zero automation through Power On Auto Provisioning to reduce provisioning time
	Industry leading integrations for leading devops configuration management applications – Ansible/Chef/Puppet/SALT. Extensive Native YANG and industry standard OpenConfig model support through RESTCONF/NETCONF
	Pervasive API's for all switch CLI functions
	Intelligent buffer management
	Priority-based flow control
	Enhanced transmission selection
	64-way ECMP
	Support for flow monitoring and telemetry
	Integration with installed Cisco ACI solution
CPU	4 Cores
System Memory	32 GB
SSD Drive	64 GB
Packet Buffer	40 MB
Power & Cooling	Redundant Power Supplies, Hot Swappable with power cords
	Redundant fan modules. Air Flow: Port side intake
Cables and Accessories	100G QSFP Active Optical Cable – 30 Meter – Qty 02
	1 Gbps Copper SFP – Qty: 20
	10 Gbps short range SFP – Qty: 12
	Power Cables
	Rack mounting kit
	Redundant fan modules

4. Drawings

This bidding document includes *no* drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

1. Visual Inspection (Physical Condition, labelling, connections & cable)
2. Functional Testing (Boot & Startup Test, Hardware Functionality).
3. Performance Testing
4. Security Testing
5. Compatibility Testing
6. Environmental Testing
7. Firmware and Software Testing
8. Electrical Testing

PART 3 – Contract

Section VIII - General Conditions of Contract

Table of Clauses

1. Definitions.....	125
2. Contract Documents.....	126
3. Fraud and Corruption.....	126
4. Interpretation	126
5. Language.....	127
6. Joint Venture, Consortium or Association.....	127
7. Eligibility.....	128
8. Notices	128
9. Governing Law.....	128
10. Settlement of Disputes	128
11. Inspections and Audit by the Bank	129
12. Scope of Supply	129
13. Delivery and Documents.....	129
14. Supplier’s Responsibilities	130
15. Contract Price	131
16. Terms of Payment.....	131
17. Taxes and Duties	132
18. Performance Security	132
19. Copyright.....	132
20. Confidential Information	133

21. Subcontracting	134
22. Specifications and Standards.....	134
23. Packing and Documents	134
24. Insurance	135
25. Transportation and Incidental Services.....	135
26. Inspections and Tests.....	136
27. Liquidated Damages	137
28. Warranty	137
29. Patent Indemnity.....	138
30. Limitation of Liability	139
31. Change in Laws and Regulations	139
32. Force Majeure	140
33. Change Orders and Contract Amendments.....	140
34. Extensions of Time.....	141
35. Termination.....	142
36. Assignment.....	143
37. Export Restriction.....	143

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 and subconsultants 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.

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 **Pursuant to the SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

14.10 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.

(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;
- (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.
- 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:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) 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.

- 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. Limitation of Liability

- 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

(Text in this Appendix shall not be modified)

Fraud and Corruption

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
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><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.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>

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: Islamic Republic of Pakistan
GCC 1.1(j)	The Purchaser is: PIU, PULSE, PLRA, Punjab.
GCC 1.1 (o)	The Project Site(s)/Destination(s) is/are: 158-A, Abubakar Block, New Garden Town, Lahore, Pakistan
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 supplier's personnel with other supplier's, or purchaser's personnel.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>Not applicable</i>
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2020
GCC 5.1	The language shall be <i>English</i>

GCC 8.1	<p>For notices, the Purchaser’s address shall be:</p> <p>Attention: Procurement Specialist, PIU-PLRA, PULSE</p> <p>Address: 158-A, Abubakar Block, New Garden Town</p> <p>City: Lahore</p> <p>Country: Pakistan</p> <p>Telephone: 042-7882061-3</p> <p>Electronic mail address: <u>pspiupulse@punjab-zameen.gov.pk</u></p>
GCC 9.1	<p>The governing law shall be the law of: Islamic Republic of Pakistan</p>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s Country.”</i></p> <p>(a) Contract with foreign Supplier:</p> <p><i>[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p>

	<p><i>If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><i>(b) Contracts with Supplier national of the Purchaser’s Country:</i></p> <p>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.</p>
<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> • <i>Bill of lading,</i> • <i>insurance certificate,</i> • <i>Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc.</i> • The equipment supplied should be through verifiable Manufacturer representative. • The end user licenses, end user warranties and end user contracting support services will be in the name of Customer (PULSE), for all the equipment and Software loaded on the equipment delivered during the project. • No refurbished/near End of life (3 years) and used equipment certificate from manufacturer <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>GCC 14.9</p>	<p>Cyber Security <i>“does not apply”</i></p>

GCC 14.10	<p>GCC 14.10.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier’s personnel carrying out <i>applicable: 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 14.10.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the <i>[state as applicable: installation/operation/maintenance/operation and maintenance]</i> is being executed, a Supplier’s personnel that undertakes behaviors that are inconsistent 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>[state as applicable: 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 “shall not” 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 of local currency portion shall be made in PKR within thirty (30) days of presentation of claim supported by a certificate from the Purchaser</p>

declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in (_____)
[*currency of the Contract Price*] in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in _____
[*currency*] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods and Services supplied from within the Purchaser's Country:

Payment for Goods and Services supplied from within the Purchaser's Country shall be made in *US Dollars*, as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.
- (iii) **On Installation and Deployment:** ten (10) percent of the Contract Price shall be paid to the Supplier against installation and deployment of ICT equipment in Data Center (Primary and DR site).

	(iv) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier after the operational acceptance certificate for the respective delivery issued by the Purchaser.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 99 days. The interest rate that shall be applied is <i>KIBOR + 1% for local currency</i> SOFR + 1% for US\$
GCC 18.1	A Performance Security " shall be " <i>required.</i> <i>The amount of the Performance Security shall be: Ten (10)% of the Contract Price</i>
GCC 18.3	The Performance Security shall be in the form of : a Demand Guarantee The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>Not applicable</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. <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>
GCC 25.2	Incidental services to be provided are: Packaging, Loading, Transportation, off-Loading, installation and After Sales Service.

GCC 26.1	<p>The following inspection and tests shall be carried out:</p> <ol style="list-style-type: none"> 1. Visual Inspection (Physical Condition, labelling, connections & cable) 2. Functional Testing (Boot & Startup Test, Hardware Functionality). 3. Performance Testing 4. Security Testing 5. Compatibility Testing 6. Environmental Testing 7. Firmware and Software Testing 8. Electrical Testing
GCC 26.2	<p>The Inspections and tests shall be conducted at: <i>PIU, PULSE, PLRA, 158-A, Abubakar Block, New Garden Town, Lahore.</i></p>
GCC 27.1	<p>The liquidated damage shall be <i>0.5%</i> per week.</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be <i>Ten (10) % of contract price.</i></p>
GCC 28.3	<p>The period of validity of the Warranty shall be: Three (3) years principal backed premium warranty services, advance hardware replacement and software upgrades warranty with 24x7x365 online technical support.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>Address: <i>PIU, PULSE, PLRA, 158-A, Abubakar Block, New Garden Town, Lahore</i></p> <p>Country: <i>Pakistan</i></p> <p>Telephone: <i>042-7882061-3</i></p>
GCC 28.5 & 28.6	<p>The period for repair or replacement shall be: One week for the non-mission critical parts and one working day for mission critical parts to avoid downtime of Datacenter Services</p>
GCC 33.4	<p>If the value engineering proposal is approved by the Purchaser, the amount to be paid to Supplier shall be: Not Applicable</p>

Attachment: Price Adjustment Formula

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 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	158
Letter of Acceptance	164
Contract Agreement	165
Performance Security	167
Advance Payment Security	171

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

[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>

Total combined score:	<i>[insert the total combined score of the successful Bidder]</i>
------------------------------	---

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical scores and combined scores.]*

Name of Bidder	Technical Score	Bid Price	Evaluated Bid Cost	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

3. Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveals the reason]*

[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) (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” 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)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

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

[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 ITB 48.1
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) Letter of Bid - Technical Part
 - (c) Letter of Bid - Financial Part
 - (d) the Addenda Nos. _____ (if any)
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) the Specification (including Schedule of Requirements and Technical Specifications)
 - (h) the completed Schedules (including Price Schedules)
 - (i) 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*

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.

guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate 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.”

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 __, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier’s performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____
_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

ADVANCE PAYMENT 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 execution 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, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment 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 *[insert amount in figures]* (____) *[insert amount in words]*¹ 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 either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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.