

# POWER INFORMATION TECHNOLOGY COMPANY (PITC)



## **TENDER DOCUMENT No: PITC/G-224(78)/12-2022**

For Renewal of Production support/subscription.

**Note:** Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required in the Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

**Director General (ISDS)**  
**402, WAPDA House, Lahore Pakistan**  
**Tel: 042-99202163, 042-99202211 Ext.2064, Fax # 042-99202799**

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## Section A: Invitation for Bids

### 1. Invitation to Bid

PITC, invites sealed bids from eligible bidders (original manufacturers/ authorized distributors/suppliers) registered with Income Tax and Sales Tax Departments for "Renewal of Production support/subscription".

Renewal of Production support/subscription	
1.	License for VMware vCenter server 7 standard for vSphere 7.
2.	VMware vSphere 7 enterprise plus for 1 processor.

#### 1.1 PPRA Rules

This tender for the "Renewal of Production support/subscription" will be processed strictly under public procurement rules, 2004. These may be obtained from <http://ppra.org.pk/doc.rules.pdf>. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under the procurement rules, 2004.

#### 1.2 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in national newspapers with wide circulation and online at PPRA's <http://www.ppra.org.pk> and PITC's official websites <http://www.pitc.com.pk>.

#### 1.3 Type of Open Competitive Bidding

As per rule 36(b), **Single Stage - Two Envelope** Bidding procedure shall be followed.

#### 1.4 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. can be downloaded from the PITC official website <http://www.pitc.com.pk>.

## 1.5 Bidding Process Schedule

Brief schedule of bidding process is as under:

<b>Sr. No.</b>	<b>Summary</b>	<b>Description</b>
1.	Recipient	CEO PITC
2.	Venue	Room No. 406, PITC WAPDA House Lahore.
3.	Pre-Bid Conference Date and Time	30-01-2023, 11:00 A.M
4.	Closing Date & Time of Bids (Technical & Financial)	17-02-2023, 11:00 A.M
5.	Technical Bids shall be opened in the presence of bidder or authorized representatives	17-02-2023, 11:30 A.M
6.	Public Opening Date & Time of Financial Bids	Technical responsive firms shall be Informed to participate in the opening process of financial bids with date/time.
7.	Bid Money	2% of the total value of quoted cost (Please enclose bid money with financial bid envelope)
8.	Type of Tender	<b>Single Stage Two Envelope</b>
9.	Cost of Tender Document	Rs. 2,000/-

## SECTION B: INSTRUCTIONS TO BIDDERS

### 2. General Instructions to Bidders

#### 2.1 Scope of Bid

PITC invites sealed bids for the “Renewal of Production support/subscription“ as specified in schedule of requirements along with technical specifications, as per Annexures, at consignee's premises.

#### 2.2 Tender Document Fee

The bidding documents can be downloaded from [www.pitc.com.pk](http://www.pitc.com.pk); however, cost of tender document is PKR 2,000/- (nonrefundable) that may be deposited in cash by bidders at the O/o Finance Director PITC, 401 – WAPDA House, Lahore. The bidders will present the original receipt of tender document fee, deposited, along with sealed technical and financial bids.

#### 2.3 Eligibility of Bidders/Bids/Goods/Services

The eligibility of bidders, bids, goods or services will be evaluated in line with following clauses:

##### 2.3.1 Bidders:

This Invitation for Bids is open to all original manufacturers/ their authorized agents/suppliers and in case of imported goods their authorized agents/ importers/suppliers in Pakistan for supply of goods/services who:

- i) have registered/incorporated company/firm in Pakistan with relevant business experience of at least three (3) years as on closing date for tender submission;
- ii) is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- iii) has valid registration of General Sales Tax (GST) & National Tax (NTN) Numbers;
- iv) must be involved in sales or supply business of related software for last 3 years;
- v) has authorization of principal manufacturer;
- vi) has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper, as per 'Annexure-A'),
- vii) has required relevant qualified and enough strength of technical staff to fulfill the requirement of assignment,
- viii) has office(s) at Lahore and Rawalpindi/Islamabad.

**Note:** verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification

### **2.3.2 Bids:**

Any bid not received as per the terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:

- received without bid money,
- received after the date and time fixed for its receipt,
- tender document and the bid are unsigned,
- offer is ambiguous,
- offer is conditional i.e. advance payment, or currency fluctuations etc.,
- offer is received by a telegram,
- offer is received with shorter price validity and longer delivery period than asked in this document,
- offer is for store/items not conforming to the specifications indicated in the tender inquiry.

### **2.3.3 Goods or Services:**

All goods and related services to be supplied after the issuance Purchase Order shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract/Purchase Order shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, installation, after sale service/support and trainings etc.

## **2.4 Corruption and Fraud**

- i) The Government of Pakistan defines Corrupt and Fraudulent Practices as "corrupt and fraudulent practices" which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty".
- ii) Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

## **2.5 Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **2.6 Joint Venture / Consortium**

Joint venture / consortium is not eligible for this tender.

### **3. Special Instructions to Bidders**

#### **3.1 Bidding Document Contents**

##### **3.1.1 Contents of bidding document**

- i) The goods required, applicable bidding procedures and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include: (a) Instructions to Bidders (ITB) (b) Schedule of Requirements (c) Technical Specifications (d) Evaluation Criteria (e) Bid Forms (including technical forms and financial forms) (f) Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.
- ii) The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and PITC shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

##### **3.1.2 Clarification(s) on Bidding Document**

The potential bidders requiring clarification(s) on bidding document may notify PITC at the address [dgisds@pitc.com.pk](mailto:dgisds@pitc.com.pk). All queries received till **29-01-2023** will be reviewed and responded in the pre-bid conference on **30-01-2023** at Room No. 406, PITC WAPDA House Lahore. No other query will be entertained after the pre-bid conference. The responses of PITC (including an explanation of the query but without identifying the source of inquiry) shall also be uploaded on the company's website: [www.pitc.com.pk](http://www.pitc.com.pk).

##### **3.1.3 Amendment(s) on Bidding Document**

- i) At any time prior to deadline for submission of bids, PITC, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, may modify bidding document by amendment(s). The amendments incorporated will be published/notified on company's website: [www.pitc.com.pk](http://www.pitc.com.pk) and same shall be binding to all bidders.
- ii) In order to allow prospective bidders reasonable time to take into account amendment(s) in preparing their bids, PITC, at its discretion, may extend deadline for the submission of bids.

#### **3.2 Bidding Procedure**

##### **3.2.1 Governing Rules**

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (b) '**Single stage - Two Envelope procedure**'. Bidders are advised to refer to the section-A, sub-sections 1.1, 1.2, 1.3 and 1.5.

##### **3.2.2 Bidding Procedure**

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

**“Single Stage: Two Envelope Procedure”**

- i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;
- ii) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked as "TECHNICAL BID" shall be opened at the Room No. 406, PITC WAPDA House Lahore on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.
- iv) The envelope marked as "FINANCIAL BID" shall be retained in the custody of PITC without being opened;
- v) The PITC shall first establish the "Eligibility" and then evaluate the technical Bids on item basis conforming the compliance of offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
- vi) During the technical evaluation, no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- vii) The "FINANCIAL BIDS" of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period;
- viii) The Financial Bid of ineligible and/or technically nonresponsive bidders shall be returned un-opened to the respective bidders subsequent to the announcement of "Bid Evaluation Report" (BER); and
- ix) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

### **3.3 Preparation of Bids**

#### **3.3.1 Documents Comprising of Bids**

- i) The bid shall comprise of bid forms, duly signed by the authorized personnel along with company stamp, and all those documentation that are prescribed for the eligibility of the bidders and goods/services that are found necessary and highlighted in the bid forms in Annexure-B.
- ii) The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

#### **3.3.2 Bid Prices**

- i) The bidder shall quote unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, prescribed in this bidding document, of goods/services, he proposes to supply under contract on FCS basis (Free delivery at Consignee's Store) basis. If there is



no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.

- ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to PITC.
- iii) Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected.
- iv) While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- v) Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initialed.
- vi) The bidder should quote prices of goods according to the technical specifications as provided in BOQ of this bidding document. The technical specifications of goods, different from the required specifications, shall straightaway be rejected.

### **3.3.3 Bid Currency**

Prices shall be quoted in Pak Rupees.

### **3.3.4 Supporting Documents**

The bidder shall provide leaflets/brochures/catalogs of quoted products with the bid.

### **3.3.5 Bidders Eligibility Documents**

Bidder shall furnish, as part of its bid (with bid form & price schedule) the documentary evidence mentioned in eligibility criteria Section D for the bidder's eligibility and its qualifications to perform the contract if his bid is accepted:

- minimum three (03) years of experience in supplying of quoted items having proper Outlet/Office,
- duly authorized by Manufacturer/Principal of Leading Brands (Authorization Letter shall be provided),
- registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,
- Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not black listed by any Government (Federal, Provincial or Local) or a public-sector organization (as per Annexure-A).

### **3.3.6 Bid Security**

- i) The bidder shall furnish, as part of its bid, a bid security @ 2% of the total quoted bid value in PKR, in the shape of pay order/demand draft/call deposit in the name of PITC, WAPDA House, Lahore. The unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.
- ii) The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.

- iii) The successful bidder's bid security shall be discharged upon successful delivery of goods, furnishing performance/bank guarantee and confirmation of performance/bank guarantee by PITC from the Bank of the successful bidder.
- iv) The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to comply the Purchase Order or fails to provide a performance security (if any).

### **3.3.7 Bid Validity**

- i) The bid shall remain valid for 90 days after the date of opening of technical bid as prescribed by PITC. A bid having validity for a shorter period shall be rejected by PITC as non-responsive.
- ii) The PITC shall be under an obligation to process and evaluate the bid within stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii) The bidders who; (a) agree to the PITC request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

## **3.4 Submission of Bids**

### **3.4.1 Sealing and Marking**

- i) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bid/ bids in separate envelopes.
- ii) The envelopes shall then be sealed in an outer envelope.
- iii) The inner and outer envelopes shall: (a) be addressed to the PITC at the address, and (b) Bid Reference No. given, and a statement: 'DO NOT OPEN BEFORE' the time and the date specified, in the Invitation for Bids for opening of Bids.
- iv) The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as 'non-responsive' or 'late'.
- v) If the outer as well as inner envelope is not sealed and marked as required, PITC shall assume no responsibility for the bid's misplacement or premature opening.
- vi) The bids must be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

**O/o Director General (ISDS), PITC**  
402, WAPDA House, Lahore  
Tel: 042-99202163, 042-99202211 Ext.2064

- vii) Bids submitted through telegraph, telex, fax or email shall not be entertained.

### **3.4.2 Submission Deadline**

- i) Bids must be submitted by the bidder and received by the PITC on/or before **17-02-2023, 11:00 AM**. Bids received later than the time and date specified will stand summarily rejected.
- ii) The PITC, at its discretion, may extend the prescribed deadline for the submission of bids by amending bidding documents in accordance with sub-section 3.1.3, in which case all rights and obligations of PITC and bidders previously subject to the deadline shall thereafter be subject to deadline as extended.

### **3.4.3 Submission Deadline**

Any bid received by PITC after the deadline for submission of bids prescribed by PITC pursuant to sub-section 3.4.2 shall be rejected and returned unopened to the bidder.

### **3.4.4 Withdrawal of Bids**

- i) The Bidder may withdraw its bid after bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.
- ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder, pursuant to the sub-section 3.3.6.

## **3.5 Bids Opening and Evaluation**

### **3.5.1 Open and Evaluation of Technical/Finance Bids**

- i) 'Technical Bids' received, shall be opened by PITC publicly in the presence of bidders or their representatives who may choose to be present on **17-02-2023 11:30 AM**. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the bidders.
- ii) All Bidders in attendance shall sign an attendance sheet.
- iii) Evaluation of the submitted bids will be made on item basis.
- iv) Prior to detailed evaluation, PITC shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically sub-section 3.3.3 and 3.4. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. PITC determination of a bid's responsiveness will be based on contents of the bid itself.
- v) The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.
- vi) The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue which shall be communicated to the bidders technically qualified bidders.
- vii) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the bidder, items bided for and unit prices and total amount of the bid (if applicable). PITC may choose to announce any other details which it deems appropriate if

not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).

- viii) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
- If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
  - If bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
  - If there is a discrepancy between words and figures, the amount in words shall prevail.

### **3.5.2 Bids Rejection**

- i) PITC may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. PITC may upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- ii) Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.
- iii) Conditional or incomplete bid/bids shall be rejected.
- iv) Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.
- v) PITC incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.
- vi) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

### **3.5.3 Re-Bidding**

- i) If PITC rejected all bids in pursuant to sub-section 3.5.4, it may call for a re-bidding.
- ii) PITC before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

### **3.5.4 Announcement of Evaluation Report**

- i) Announcement of Evaluation Report will be as per PPRA rules 2004.

### **3.5.5 Contacting Procurement Agency**

- i) No Bidder shall contact PITC on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of PITC, it should do so in writing.
- ii) Any effort by a bidder to influence PITC in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

## **3.6 Award of Contract/Acknowledgment of the Purchase Order**

### **3.6.1 Acceptance of Bid/Award Criteria**

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section D, being technically qualified and having lowest financial bid, if not in conflict with any other law, rules,

regulations or policy of the Government of Pakistan, shall be awarded the contract/Acknowledgment of the Purchase Order, within the original or extended period of bid validity.

### **3.6.2 Variation in Quantity**

The PITC reserves the right at/after the time of award of contract to increase or decrease, quantities of goods as originally specified in Schedule of Supplies without any change in unit price or other terms and conditions.

### **3.6.3 Performance Security**

- i) The successful bidder shall deposit performance security, as described in purchase order, 10% of the value of the purchase order in shape of bank draft or bank guarantee issued by any scheduled bank, in favour of indenter/consignee with minimum validity period until the expiry of Support/subscription period or termination of services or fulfillment of all obligations under Purchase order whichever is later. The same shall be released after expiry of Support/subscription period.
- ii) The performance security shall be payable to indenter/consignee in case if bidder fails to fulfil the obligations under the contract or violates any of the terms and conditions of the Purchase order.

### **3.6.4 Notification of Award / Letter of Acceptance (LoA)**

- i) Prior to the expiration of the period of bid validity, PITC shall notify to the successful bidder in writing that his bid has been accepted. This letter is termed as Letter of Acceptance.

## **3.7 Goods Inspections**

### **3.7.1 Inspection and Test**

- i) A joint inspection of the Production support/subscription renewal being supplied shall be carried out by CEO (PITC) or his representative and indenter/consignees or their authorized representatives at firm's premises/Consignee's Store. The detailed physical examination will be carried out and if found not according to the approved technical specifications etc. will be rejected.

## **3.8 Packing of Goods Delivered**

### **3.8.1 Packing & Accessories**

All the items to be provided in proper company packing with brochures and CDs.

## **3.9 Transportation**

### **3.9.1 Transportation and Delivery Requirements**

- i) The bidder shall arrange transportation of Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

### **3.10 Disputes**

#### **3.10.1 Resolution of Disputes**

The Parties shall attempt in good faith to amicably resolve any dispute through senior levels of management. Any dispute which is not resolved within 30 days shall be resolved at Lahore by a sole arbitrator in accordance with provision of the Arbitration Act 1940.

## SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

### 4. Production support/subscription renewal

#### 4.1 Completion of Support/subscription renewal

The Production support/subscription renewal shall be completed in accordance with the following schedule of requirements:

Sr.	Milestone	Time Period
1.	Production support/subscription renewal	Within 90 days from date of issuance of purchase order.

### 5. Late Delivery Penalty

#### 5.1 Liquidated Damages upon Late Delivery of Supplies

The supplies shall be delivered in accordance with the Purchase Orders to be issued. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	90 days	90 days
With penalty @ 1% per day after 90 days of issuance of Purchase Order up to maximum of 10% of the total purchase order value.	10 days	100 days

#### 5.2 Failure to Delivery

Failure to supply items within stipulated time period will invoke a penalty as specified in sub-section 5.1; however, in case of failure to delivery, Call Deposit (CDR) amount may be forfeited and the company will be blacklisted and will not be allowed to participate in future tenders as well.

### 6. Terms of Payment

#### 6.1 Payment

Payment of the Production support/subscription renewal will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Invoice in triplicate having NTN.
- ii) GRN (Goods Receipt Note) issued by the consignee.
- iii) Joint Inspection Report.
- iv) Production support/subscription Certificate as per sub-section 7.1(xiv).
- v) Service Level Agreement signed by purchaser/indenter and vendor.
- vi) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vii) Non-payment certificate.

viii) Performance Security Receipt Certificate (otherwise performance security will be deducted from the submitted invoice).



## SECTION D: EVALUATION CRITERIA

### 7. Evaluation Criteria

#### 7.1 Bidder's Evaluation Criteria

Bidder as a part of his bid shall provide the following depending upon applicability:

- i) Company profile
- ii) NTN Certificate
- iii) GST Certificate
- iv) On Active Tax Payers List of FBR
- v) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
- vi) Minimum three (3) years' experience in related field along with list of clients to whom the bidder has done or been doing business during last 3 years along with their Names, Addresses and Phone Numbers.
- vii) A list showing the location of head office along with those of branch offices.
- viii) A list of technical expertise and qualified maintenance engineers/staff to handle the maintenance task efficiently along with their qualification.
- ix) Bid Validity period of 90 days.
- x) Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry (Annexure-A).
- xi) Complete specifications with supporting document, brochures of the offered items. If specifications do not meet the tender requirements; offered material shall not be entertained.
- xii) Credential showing three years of support/subscription OEM warranty (as per BOQ).

#### 7.2 Bid's Evaluation Criteria

- i) Technical bids will be evaluated as per given criteria in sub-section 7.3. The bidder will be declared technically qualified if score of technical factors  $\geq 70\%$ .
- ii) Financial bids will be opened only of those bidders who are technically responsive.
- iii) The tender will be awarded to the financial lowest bidder on item basis.

#### 7.3 Technical Evaluation Criteria

The technical evaluation will be done on the basis of following parameters for eligibility of the Bidder:

Sr.	Factors	Max. Score
I.	Registration/Incorporation/Business Certificate and number of business years in Pakistan	Mandatory
	Min 3 years of supplies and services experience	Mandatory

	Valid Income Tax Registration	Mandatory				
	Valid General Sales Tax Registration (Active with FBR)	Mandatory				
	Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry (Annexure-A)	Mandatory				
	Compliance to technical specifications of tendered goods	Mandatory				
	Compliance to schedule of supplies	Mandatory				
	Manufacturer's authorization certificate	Mandatory				
	support/subscription certificate (sub-section 7.1 (xii))	Mandatory				
II.	<b>Company Profile</b>	<b>20</b>				
i.	Type of Company Pvt. Limited = 5 marks Partnership = 3 marks Proprietary = 2 marks	5				
ii.	No. of Branches in Pakistan (Lahore, Islamabad/ Rawalpindi) * each branch = 2.5	5				
iii.	Age of Company (Min. three years) * (1/2 mark per year)	5				
iv.	Experience with WAPDA/PEPCO/PITC/DISCOs/NTDC * (1 mark per purchase order successfully completed)	5				
III.	<b>A List of Clients</b> (other than WAPDA/PEPCO/PITC/DISCOs /NTDC) to whom the bidder has done or been doing business during last 3 years along with their Names, Addresses, Phone Numbers. List is to be provided bifurcating in following <b>Slabs:</b> < than 0.5 million (15 marks) 0.5 million to 3 million (25) > 3 million (40)	<b>40</b>				
V.	<b>Qualified Staff Position of Firm (attach list).</b> <b>(Max 40 points):</b> * Certified with principal > 3 years = 20 points * Certified with principal < 3 years, each year = 7 point * each Qualified Technical Staff with exp. > 3 years = 4 point, * Each Qualified Technical Staff with exp. >1 year, < 3 years = 2 point, (Max 40 points)	<b>(Max. 40)</b>				
	Sr.	Name	Post	Qualification	Total Experience	Experience with present employer
<b>Max. Score :</b>						<b>100</b>

**ANNEXURE-A: AFFIDAVIT OF LEGITIMATE BIDDER**

**Undertaking**

We, [**Name and Address of Bidder**], do hereby declare on solemn affirmation that:

- I. We have not been black listed from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 3 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that PITC shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We understand that PITC shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the PITC's action, and without thereby incurring any liability to the Bidder and the decision of the PITC shall be final
- VI. We certify that prices quoted to PITC against Tender Items are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess

Dated\_\_\_\_\_.

**BIDDER:**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Designation\_\_\_\_\_

Address \_\_\_\_\_

**WITNESSES:**

Signature\_\_\_\_\_

Signature \_\_\_\_\_

CNIC #\_\_\_\_\_

CNIC # \_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**SPECIFICATIONS – Renewal of Production Support/subscription**

Sr #	Description	Est. Qty	On FCS Basis	
			Unit Rate (PKR)	Total Amount (PKR)
1	Renewal of Production Support/Subscription VMware VCenter Server 7 Standard for vSphere 7 (Per Instance) for 3 Years	1		
2	Renewal of Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 3 years	6		

## ***Annexure-B: Bid Forms***

### ***Bid-Form: 1 – Letter of Intention***

*Bid Ref No. {Add Tender No}*

#### **Letter of Intention**

*{Add Date of Technical Bid Opening}*

Name of the Contract: *{Add name}*

To: *[Director General ISDS, PITC, WAPDA House, Lahore]*

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per sub-section 2.3 of the bidding documents and have duly provided bid security @ 2% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of Chief Executive Officer, PITC, Lahore with our Financial Bid.

Dated this [insert: number] day of [insert: month], [insert: year].

*Signed:*

*In the capacity of [insert: title or position]*

*Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]*

## Bid-Form: 2 – Evidence of Eligibility

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation (To Be Filled by the Procuring Agency)	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
*Column:1	*Column:2	*Column:3	*Column:4
NTN Certificate			
GST Certificate			
On Active Tax Payers List of FBR			
Registration/Incorporation/Business Certificate			
Complete Company profile			
Operational Office in Rawalpindi / Islamabad			
Firm's past performance i.e. Minimum three years' experience in Support/subsorption			
Affidavit to the effect that the respective bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector Organization.			
Letter of authorization from Original Manufacturer's			
Bid Validity period of 90 days			
Compliance with schedule of requirements			
Submission of required amount of bid security with Financial Bid			

\* Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank. Bidders are also required to mention the exact page number of relevant document placed in the Bid. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

### **Bid-Form: 3 – Firms Past Performance**

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Assessment Period: **(Minimum Three Years** as per Evaluation Criteria)

<b>Name of the Purchaser/ Institution</b>	<b>Purchase Order No.</b>	<b>Description of Order</b>	<b>Value of Order</b>	<b>Date of Completion</b>	<b>Purchaser's Certificate</b>

## Bid-Form: 4 – Financial Bid Form

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

### Price Schedule

S.#.	Name of the Item and Code	Unit Price (Inclusive of all applicable taxes) *	Qty	Final Total Price (Inclusive of all applicable taxes)
1	2	3	4	5
				(3*4)
Total Price (Inclusive of all applicable taxes)				

*User Note: This form is to be filled by the Bidder for each individual item and shall submit with the financial bid along with Respective Annexure B-F dully filled*

Note: The quoted price should include the delivery/installation charges.

**FINAL TOTAL PRICE (in words):** -----  
-----

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----



## **Bid-Form: 5 – Performance Guarantee**

### **Performance Guarantee**

To: *[INDENTER/CONSIGNEE]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10 % of the total Purchase Order amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the \_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature and Seal of the Guarantors/Bank

Address

Date

## ANNEXURE-C: GENERAL CONDITIONS OF CONTRACT

<p><b>1. Definitions</b></p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(a) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li> <li>(b) "The Goods" means Renewal of Production support/subscription which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(c) "The Services" means those services ancillaries to the <i>Support/subscription</i>, such as transportation/installation up to the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.</li> <li>(d) "GCC" means the General Conditions of Contract contained in this section.</li> <li>(e) "SCC" means Special Conditions of the Contract.</li> <li>(f) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.</li> <li>(g) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</li> <li>(h) "The Project Site", where applicable, mean the place or places named in the SCC.</li> <li>(i) "Day" means calendar day.</li> </ul>
<p><b>2. Inspections and Tests</b></p>	<p>2.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>2.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>2.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>2.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the</p>

	<p>factory/warehouse.</p> <p>2.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<b>3. Delivery and Documents</b>	<p>3.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and SCC.</p> <p>3.2 For purposes of the Contract, delivered duty paid (DDP) trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation &amp; delivery charges, insurances &amp; warranties, if any, etc.</p>
<b>4. Transportation and Insurance</b>	<p>4.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, 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.</p>
<b>5. Payment</b>	<p>5.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC</p> <p>5.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>5.3 The currency of payment is Pak. Rupees.</p>
<b>6. Prices</b>	<p>6.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.</p>
<b>7. Change Orders</b>	<p>7.1 The Purchaser may at any time, by a written order given to Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of packing;</li> <li>(c) the place of delivery.</li> </ul> <p>7.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>8. Contract Amendments</b>	<p>8.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>9. Assignment</b>	<p>9.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.</p>
<b>10. Delays in the Supplier's Performance</b>	<p>10.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>10.2 If at any time during performance of the Contract, the Supplier</p>

	<p>should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>10.3 Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.</p>
<b>11. Liquidated Damages</b>	<p>11.1 Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods 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 clause 5.1 'Liquidated Damages upon Late Delivery of Supplies' of the tender document. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.</p>
<b>12. Force Majeure</b>	<p>12.1 Notwithstanding the provisions of GCC Clauses 13, 14, and 15, the Supplier shall not be liable for forfeiture of its bid 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.</p> <p>12.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>12.3 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.</p>
<b>13. Resolution of Disputes</b>	<p>13.1 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.</p> <p>13.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.</p>
<b>14. Governing Language</b>	<p>14.1 The Contract shall be written in the language specified in SCC. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents</p>

	<p>pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
<b>15. Applicable Law</b>	<p>15.1 The Contract shall be interpreted in accordance with the laws of the country as specified in SCC.</p>
<b>16. Notices</b>	<p>16.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>17. Taxes and Duties</b>	<p>17.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>

## ANNEXURE-D: SPECIAL CONDITIONS OF CONTRACT

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

Definitions (GCC Clause 1)	GCC 1.1 (g)— <b>The Purchaser/Indenter is:</b> PITC GCC 1.1 (i)— <b>The Project Site is:</b> PITC
Delivery and Documents (GCC Clause-3)	GCC 3.1—Upon delivery, the Supplier shall notify the Purchaser/Indenter the full details, including Contract number, description of supplies, quantity and usual document. <b>The Supplier shall mail the following documents to the Purchaser/Indenter:</b> <ul style="list-style-type: none"> <li>(i) Copies of the supplier's invoice showing description, quantity, unit price, and total amount;</li> <li>(ii) Original and two copies of the usual documents which the buyer may require to take the supplies.</li> <li>(iii) insurance certificate if applicable;</li> <li>(v) Certificate of origin.</li> <li>(vi) Other documents as per payment clause 6.1 of section 6 'Terms of Payment'</li> </ul>
Transportation and Insurance (GCC Clause 4)	GCC 4.1— The supplies made under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since Insurance is seller's responsibility they may arrange appropriate coverage.
Payment (GCC Clause 5)	GCC 5.1— <b>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</b> Payments shall be made promptly by the Purchaser in Pak. Rupees, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, complete in all respects, with all documents as per clause 6.1 of the tender document.
Prices (GCC Clause 6)	GCC 6.1— <b>Prices shall be:</b> Fixed.
Resolution of Disputes (GCC Clause 13)	The Parties shall attempt in good faith to amicably resolve any dispute through senior levels of management. Any dispute which is not resolved within 30 days shall be resolved at Lahore by a sole arbitrator in accordance with provision of the Arbitration Act 1940.
Governing Language (GCC Clause 14)	GCC 14.1— <b>The Governing Language shall be:</b> English.
Applicable Law (GCC Clause 15)	GCC 15.1— <b>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:</b> <ul style="list-style-type: none"> <li>i) The Employment of Children (ECA) Act 1991</li> <li>ii) The Bonded Labour System (Abolition) Act of 1992</li> <li>iii) The Factories Act 1934</li> <li>iv) Other relevant rules and laws.</li> </ul>

Notices (GCC Clause 16)	GCC 16.1— <b>Purchaser’s address for notice purposes:</b> PITC — <b>Supplier’s address for notice purposes:</b> head office of the successful bidder against item(s) as per BOQ.
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