

Part – I

Notice Inviting Tender

Sindh Public Procurement Regulatory Authority (SPPRA) invites sealed bids from data center, web-hosting, information technology services providing companies registered with Income Tax, sales tax and Sindh Revenue Board for “Hosting of SPPRA Procurement Performance Management System on Dedicated Server” for a period of one year extendable to three years on satisfactory performance. The bidding shall be on “single stage one envelope” bidding procedure.

ELIGIBILITY CRITERIA FOR BIDDERS:

- a) At least 03 Years’ experience in providing tier III data center services with hosted ERP experience.
- b) **Can able to provide Cloud Services.**
- c) Must have their own physical data center in Karachi and DR-Site.
- d) Must provide SLA with 99% up-time.
- e) Must have own technical staff.
- f) Vendor will responsible for capacity building.
- g) Qualified Trainers.
- h) Must have at least one office 365 migration activity experience.
- i) Financial Annual Turnover amounting to Rs.5 Million during last three years (attach bank statement).
- j) Registration with SRB and FBR. (Attach certificates)

Bidding Document can be collected from Administration Wing of SPPRA, from the date of publication to 04.12.2017 till 1:00 p.m. free of cost or downloaded from the SPPRA website www.pprasindh.gov.pk

The bids must be submitted along with 1% of bid price as bid security, in shape of a pay order/call on deposit/Bank draft in favor of the SPPRA, not later than 2.30 p.m. on **04.12.2017**. The bids shall be opened at 3.00 p.m. on the same day (04.12.2017) in presence of the bidders or their representatives, who choose to attend, at the address given below.

The Procuring Agency may reject all or any bid subject to the relevant provision of SPP Rules, 2010.

Deputy Director (A&F)

Block-08, Sindh Secretariat 4-A, Court Road, Karachi

Ph: 021-99205356, 99203287

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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
GOVERNMENT OF SINDH

NATIONAL COMPETITIVE BIDDING
(Single Stage One Envelope Procedure)

BIDDING DOCUMENT

FOR

HIRING WEB-HOSTING SERVICES

Part – II
Instruction to Bidders

Preparation of Bids

- 1. Scope**
 - 1.1 The Sindh Public Procurement Regulatory Authority (SPPRA) intend to procure services of data center, web-hosting, information technology services for hosting of Procurement Performance Management System.

- 2. Language of Bid**
 - 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency , shall be written in the English language

- 3. Documents Comprising the Bid**
 - 3.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
 - (b) bid security furnished in accordance with ITB Clause 9.

- 4. Bid Prices**
 - 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the services to be provided under the contract.
 - 4.2 the prices shall be quoted inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed during the period of the Contract. No separate payment shall be made for the incidental services.
 - 4.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
 - 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

- 5. Bid Form**
 - 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be provided , a brief description of the services and prices.

- 6. Bid Currencies**
 - 6.1 Prices Shall be quoted in Pak Rupees.

- 7. Documents Establishing Bidder's Eligibility and Qualification**
 - 7.1 the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
 - (a)
 - (b) that the Bidder has the financial and technical capability

necessary to perform the contract;

- (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

NOT

APPLICABLE

8.1 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;

(b) the Bidder shall state that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

9. Bid Security

9.1 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:

- (a) at the Bidder's option, be in the form of either Pay Order / demand draft/call deposit or an unconditional bank guarantee from a reputable Scheduled Bank in Pakistan;
- (b) be submitted in its original form; copies will not be accepted;
- (c) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity

9.2 bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.

9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.

9.4 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:

- (i) to sign the contract in accordance or
- (ii) to furnish performance security

**10. Period of
Validity of
Bids**

- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.
- 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**11. Format and
Signing of Bid**

- 11.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Submission of Bids

- 12. Sealing and Marking of Bids**
- 12.1 The Bidder shall seal the original Bid. The envelope shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **“PROVISION OF DATA CENTER, WEB-HOSTING, INFORMATION TECHNOLOGY SERVICES PROVIDING COMPANIES”** **“DO NOT OPEN BEFORE 2.30 PM on 04.12.2017”**
- 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid’s misplacement or premature opening.
- 13. Deadline for Submission of Bids**
- 13.1 Bids must be received by the Procuring agency at the address specified in BDS, not later than the time and date specified in the Bid Data Sheet.
- 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents. in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 14. Late Bids**
- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency shall be rejected and returned unopened to the Bidder.
- 15. Modification and Withdrawal of Bids**
- 15.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of bid security.

Opening and Evaluation of Bids

- 16. Opening of Bids by the Procuring agency**
- 16.1 The Procuring agency shall open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the

opening.

- 17. Clarification of Bids**
- 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. 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.
- 18. Preliminary Examination**
- 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 19. Evaluation and Comparison of Bids**
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on TOTAL COST OF SERVICES inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contacting the Procuring agency**
- 20.1 No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

Award of Contract

- 21. Post-qualification**
- 21.1 In the absence of prequalification, the Procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Bidder's financial, and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 22. Award Criteria**
- 22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 23. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 23.1 Subject to relevant provisions of SPP Rules 2010, the Procuring agency 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.
- 23.2 Pursuant to Rule 45 of SPP Rules 2010, Procuring agency shall host the evaluation report on Authority's website, and intimate to all the bidders three days prior to notify the award of contract.
- 24. Notification of Award**
- 24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 25. Signing of Contract**
- 25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign

and date the contract and return it to the Procuring agency.

26. Performance Security

26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

27. Corrupt or Fraudulent Practices

27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Service Providers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

(a) **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below;

(i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (b) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

Part-III
General Conditions of Contract

1. Definitions

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

- (a) **“The Contract”** means the agreement entered into between the Procuring agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) **“The Goods”** means all of the equipment, machinery, and/or other accessories, which the Service Provider is required to supply to the Procuring agency under the Contract.
- (d) **“The Services”** means those services ancillary to the web-hosting and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract.
- (e) **“GCC”** means the General Conditions of Contract contained in this section.
- (f) **“SCC”** means the Special Conditions of Contract.
- (g) **“The Procuring agency”** means the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- (h) **“The Service Provider”** means the individual or firm or organization supplying the Goods and Services under this Contract.
- (i) **“SPP Rules 2010”** means the Sindh Public Procurement Rules 2010 as amended from time to time.
- (j) **“Day”** means calendar day.

2. Standards

The Goods and Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, where no applicable standard is mentioned such standards shall be the latest issued by the concerned institution.

- 3. Patent Rights** The Service Provider shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
- 4. Performance Security**
- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 5 Inspections and Tests**
- 5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Service Provider shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- 5.5 Nothing in GCC Clause 5 shall in any way release the Service Provider from any warranty or other obligations under this Contract.
- 6. Provision of Services** Services shall be provided by the Service Provider in accordance with the terms specified in the Schedule of Requirements.

- 7. Incidental Services** The Service Provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Capacity Building of procuring agency's staff
 - (b) furnishing of a detailed operations and maintenance manual.
 - (c) supervision, maintenance and/or repair of the Goods, providing uninterrupted services 24/7 for a period of time agreed by the parties, provided that this service shall not relieve the Service Provider of any warranty obligations under this Contract; and
- 8. Payment**
- 8.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
 - 8.2 The Service Provider's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfillment of other obligations stipulated in the Contract.
 - 8.3 Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.
 - 8.4 The currency of payment is Pak. Rupees.
- 9. Prices** Prices charged by the Service Provider for Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its bid,
- 10. Contract Amendments** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 11. Terminations of Contract** Either party may terminate the contract by giving sixty (60) days notice in advance in writing.
- 12. Liquidated Damages** If the Service Provider fails to perform any or all of the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC. Once the maximum percentage specified in SCC is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 13.
- 13. Termination for Default** The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service

Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to perform any or all of the Services within the period(s) specified in the Contract, or within any extension thereof; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) if the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

14. Force Majeure

14.1 Notwithstanding the provisions of GCC Clauses 12 and 13, the Service Provider 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.

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

14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Service Provider 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.

15. Resolution of Disputes

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.

16. Governing Language

The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

17. Applicable Law

The Contract shall be interpreted in accordance with the SPP Rules 2010.

18. Taxes and Duties

Service Provider shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred during the period of the contract.

19. Overriding effect of SPP Rules 2010

In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.

Part-IV
Bid Data Sheet

The following specific data for *Supply of Plant, Machinery & Equipment and Hardware* to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1	Name of Procuring Agency: Sindh Public Procurement Regulatory Authority. SPPRA, Block 8, Sindh Secretariat No. 4A, court road Karachi. Tell. 021-99205369, Fax 99206291
ITB 1	Name of Contract. "Provision of data center, web-hosting, information technology services"
Bid Price and Currency	
ITB 4	Prices quoted by the Bidder shall be " fixed " and in " Pak Rupees " including all applicable taxes , stamps, duties, levies, fees and installation and integration charges imposed during the period of Contract.
Preparation and Submission of Bids	
ITB 7	<p><i>Qualification requirements:</i></p> <ol style="list-style-type: none"> 1. At least 03 Years' experience in providing tier III data center services with hosted ERP experience. 2. Can able to provide Cloud Services. 3. Must have their own physical data center and DR-Site in Karachi and outlet in other major cities of Pakistan. 4. Must provide SLA with 99% up-time. 5. Must have own technical staff. 6. Vendor will responsible for capacity building. 7. Qualified Trainers. 8. Must have at least one office 365 migration activity experience. 9. Financial Annual Turnover amounting to Rs.5 Million during last three years (attach bank statement). 10. Registration with SRB and FBR. (Attach certificates) 11. Valid Registration with tax authorities NTN, FBR, SRB etc. is required (attach copies of relevant certificate) 12. HARDWARE (higher or equivalent): <ul style="list-style-type: none"> Intel Xeon 2.2 Ghz (4 Cores) 16 GB RAM 500 GB Space 13. Software: <ul style="list-style-type: none"> Java: jdk-8u45-windows-x64 Application Server: Glassfish 4.1.1 Database: postgresql-9.4.1-3-windows-x64

ITB 9	Amount of bid security. 1 % of Bid
ITB 10	Bid validity period. 90 days
ITB 11	Number of copies. One original
ITB 13	Deadline for bid submission. 04.129.2017 at 2:30 PM
ITB 16	Date of opening. 04.12.2017 at 3:00 PM
ITB 19.1	Bid Evaluation: Lowest evaluated bid

Part-V
Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1 (g)—The Procuring Agency is: Sindh Public Procurement regulatory Authority (SPPRA).

2. Performance Security (GCC Clause 4)

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 1%.

3. Inspections and Tests (GCC Clause 5)

Representative of Procuring Agency or his nominee may inspect the data center and Backup Site

4. Provision of Services and Documents (GCC Clause 6)

GCC 6—Service Provider shall provide the services from the date of signing of contract for one year, extendable for maximum three years on satisfactory performance and shall submit the following.

- (i) Service Provider's invoice showing services provided, Goods' description, quantity, unit price, and total amount;
- (ii)
- (iii)

8. Payment (GCC Clause 8)

Quarterly payment at the start of the each quarter. Negotiable

9. Liquidated Damages (GCC Clause 12)

If the Service Provider fails to perform the services within the time 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 0.05 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

10. Resolution of Disputes (GCC Clause 15)

In the case of a dispute between the Procuring agency and the Service Provider, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPPR 2010.

11. Applicable Law (GCC Clause 17)

GCC 17 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

Part-VI

COMMENCEMENT OF SERVICES

The tentative date of commencement of services will be from the last week of October, 2017.

Note: Specifications of above items are attached

Part-VII

SAMPLE FORMS

Form-I

Letter of Acceptance

Date: _____

To:

Managing Director,
Sindh Public Procurement Regulatory Authority,
Block 8, Sindh Secretariat 4A,
Court Road-Karachi.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the Contract Price/ Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof 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 bid you may receive.

Dated this _____ day of _____ 2016 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Experience of Similar* Services

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date	Remarks

Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between *Sindh Public Procurement Regulatory Authority* (hereinafter called “the Procuring agency”) of the one part and [*name of Service Provider*] of [*city and country of Service Provider*] (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Procuring agency invited bids for certain services and ancillary services, viz., data center, web-hosting, information technology services and has accepted a bid by the Service Provider for the supply of those services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications.
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Service Provider 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 their respective laws the day and year first above written.

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

Signed, sealed, delivered by _____ the _____ (for the Service Provider)

Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Service Provider]* (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 2017 _____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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 _____ 20____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Manufacturer's Authorization Form

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently sign the Contract with you against NIT No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

PART-VIII

Technical Specification of Plant & Machinery/ Hardware

Photocopier Machine		
Copy / Print Speed	:	25 cpm / ppm
Type	:	Desktop
Memory	:	4 GB
HDD	:	320 GB Secure
Paper Capacity	:	Standard: 1,200 sheets
First Copy Out time	:	4.3 Seconds
Resolution	:	Scanning: 600x600 dpi (Monochrome, Colour) Printing: 2,400 x 600 dpi (with smoothing)
Multiple Copy Quantity	:	1-999
Max. Original / Copy Size	:	A3
Scan Speed	:	73 ipm
Network printer & scanner	:	Built-in
RADF	:	Built-in
Physical Interface	:	Ethernet: 10/100/Base T USB: 2.0/Hi Speed
Mobile Printing	:	Option

Sr. No.	Item	Description
1	Scanner (HP Scan Jet 7000 or equivalent)	<ul style="list-style-type: none"> • Scanner type: Sheet • Scan resolution, optical up to 600 dpi • Automatic document feeder capacity: 50 sheet • Automatic document feeder scan speed: up to 45 ppm/90 ipm

NAME, SIGNATURE AND STAMP OF THE BIDDER: