

POWER INFORMATION TECHNOLOGY COMPANY



TENDER DOCUMENT
FOR
RATE CONTRACT
REGARDING
ANNUAL HARDWARE MAINTENANCE AGREEMENTS
OF
HIGH RANGE SERVERS & RELATED EQUIPMENT

TENDER NO. PITC/G-192(57)/04-2021

CONTACTS:

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ABRIDGMENT

1. Recipient	CEO (PITC)
2. Venue	PITC Conference Room, Lower Ground, Building No 3, Aiwan-e-Iqbal Lahore
3. Pre-bid Conference Date And Time.	20 -04-2021, 11:00 A.M
4. Closing Date& Time of Technical & Financial Bids	06-05-2021 , 11:00 A.M
5. Technical Bids shall be opened	06-05-2021, 11:30 A.M
6. Opening Date & Time of Financial Bids	Technical responsive firms shall be informed to participate in the opening process of financial bids with date and time.
7. Bid Money	Rs. 500,000 (Please enclose bid money with technical bid envelope)
8. Type of Tender	Single Stage Two Envelopes
9. Cost of Tender Document	Rs.5,000/=
SERVICES REQUIRED: Annual Hardware Maintenance Agreements of High Range Servers & Allied Equipment.	

Tender Description

Sealed tenders are invited from the potential dealing firms to carry out a rate contract to enable PITC and its Distribution Companies for: -

Execution of Hardware Maintenance Agreements for three years at first step, extendable for further one year at every time with mutual consent, of High Range Servers and related equipment given in annexures-A. Provision of cancellation of the agreement will however always be there with 90 days' prior notice from either side.

Rates shall be quoted **lot wise** for the services of following Lots. Preference will be given to the bidders quoting for all the lots, marking in a way.

Lots	Equipment
Lot-I	Servers
Lot-II	Heavy Duty Printers
Lot-III	UPS

The bidders shall submit technical and financial bids in separate sealed envelopes, clearly marking as "Technical" and "financial" along with duplicate copies.

Tender envelope shall clearly be marked as:

"BID FOR HARDWARE MAINTENANCE OF SERVERS. AND ALLIED EQUIPMENT"

Technical and Financial bids will be received till 11:00 P.M. of 06-05-2021 at PITC Conference Room, Lower Ground, Building No 3, Aiwan-e-Iqbal Lahore. Technical bids will be opened on 11:30 P.M. of 06-05-2021 at PITC Conference Room, Lower Ground, Building No 3, Aiwan-e-Iqbal Lahore.

Technical bids shall be scrutinized and short listed. Financial bids of the technically qualified firms will be opened in the presence of bidders or their authorized representatives PITC Conference Room, Lower Ground, Building No 3, Aiwan-e-Iqbal Lahore. Date and venue of opening of the financial bids will be informed well in time.

Competent Authority reserves the right to accept or reject any offer there off without assigning any reason. The offer received incomplete or not in accordance with the terms and conditions/specifications as laid down in the tender document will not be entertained.

Letter of Invitation

Subject: Request For Proposals (RFP): For **Annual Hardware Maintenance Agreements of High Range Servers & Allied Equipment.**

1. The Client (PITC) intends to Hardware Maintenance Agreements of High Range Servers & Allied Equipment. In this connection, the services of competent Contractor firm(s) / Joint Venture for the satisfactory completion of the subject assignment are required.
2. The Client accordingly invites proposals for Hardware Maintenance Agreements of High Range Servers & Allied Equipment. In this connection at **annexure-A**
3. Selection of firm(s) / joint venture (s) for the project shall be made under quality and cost basis (QCBS) criteria. Bid evaluation criteria are described in the Section-iv (Bid Evaluation Methodology).
4. Bidders are invited to submit a comprehensive Technical Proposal in triplicate (One original + Two copies in separate sealed envelope. The proposal should be submitted in English Language.
5. In the event you desire any explanation to RFP documentation, you may contact the office of the undersigned not later than 07 days before last submission date of the proposals.
6. Client reserves the rights to accept or reject any or all the proposals prior to the acceptance of proposal and without incurring any liability to the applicants or any obligation there under and the Clients decision shall be final and binding and shall not be challenged.

Director General (ISDS)
PITC

DEFINITIONS AND ABBREVIATIONS

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

Sr.	Term	Description
1.	“Applicable Laws”	means the laws, rules, regulations and any other notification, SRO , Circular and General Order, instruments having the force of law in the Government's country, as issued from time to time and till to-date;
2.	“Company”	Power Information Technology Company
	“Contract”	Means the Agreement entered into between PITC and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
3.	“Contract Documents”	Shall mean the following documents listed below but is not limited to listed document. It includes all other documents that are considered to be the part of the contract documents: <ul style="list-style-type: none"> i. Detailed award of contract; ii. Service level agreement; iii. Special Conditions of Contract; iv. General Conditions of Contract; v. Schedule of Services; vi. Instructions to bidders; viii Purchaser’s Notification to the Contractor for Award of Contract; vi. Vendor’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Contractor; Section VIII – Contract Forms; Acceptance of letter of intent(LOI) by the bidder;
4.	“Contract Price”	means the aggregate price payable to the Contractor as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, a s may be made pursuant to the Contract.
5.	“Contractor”	means the agency appointed to perform services for the Purchaser under this Contract.
6.	“Company”	means PITC
7.	“Completion”	shall mean the completion of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
8.	“Day”	means calendar day.
9.	“Delivery”	means the transfer of the Goods and/or Services from the Contractor to the Purchaser in accordance with the terms and conditions set forth in the Contract.
10.	“Effective Date”	means the execution date on which this Contract comes into force and effect;

11.	“GCC”	means the General Conditions of Contract.
12.	“Government”	means the Government of Pakistan.
13.	“in writing”	means communicated in written form with proof of receipt.
14.	“Intellectual Property Rights”	means any patent, copyright, trademark, trade name, service marks, brands, proprietary information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
15.	“Kickoff Meeting”	means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the Contractor after award of contract.
16.	“OEM”	means the Original Equipment Manufacturer of any equipment / system / software / product.
17.	“Owner”	means the “Purchaser”.
18.	“Personnel”	means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their nationality/domicile outside the Purchaser’s country; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government’s country;
19.	“PITC”	Power Information Technology Company
20.	"Project"	means all activities covered under present RFP
21.	“Purchaser’s Country”	shall mean Pakistan, as specified in the SCC.
22.	“Purchaser”	means the Power Information Technology Company (PITC)/Respective DISCO
23.	“Related Services”	means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract
24.	“SCC”	means the Special Conditions of Contract.
25.	“Services”	means the work to be performed by the Contractor pursuant to this RFP for the purposes of the Project, as described in the Scope of Work hereto;
26.	"Starting Date"	means the date referred to in Clause 8 of GCC;
27.	“The M/o W & P”	is the Ministry of Water & Power, Govt. of Pakistan.
28.	“The Site”	shall mean all identified locations within the jurisdiction of DISCOs, where the Contractor carries out any installation of Goods or is required to provide any Services.

29.	“Third Party”	means any person or entity other than the Government, DISCOs, the Contractor or any other party as implied by the usage and context
30.	“Utility”	means Distribution Company (DISCO).
31	Force Majeure	<p>For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, act of terrorism or sabotage, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>Force Majeure shall not include: Any event which is caused by the negligence or intentional action of a Party or such Party’s Sub- Contractor s or agents or employees, nor. Any event which a diligent Party could reasonably have been expected to both (i) Take into account at the time of the conclusion of this Contract, and (ii) Avoid or overcome in the carrying out of its obligations hereunder.</p> <p>The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than forty eight (48) hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <p>The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Contractor.</p> <p>Any period within which a Party shall, pursuant to this Contact, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to</p>

		<p>perform such action as a result of Force Majeure.</p> <p>Not later than thirty (30) days after the Contractor, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
32	Termination	<p>Termination of Contract for Failure to Become Effective If this Contract has not become effective within seven (7) days of the Effective Date thereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p> <p>Termination for Default</p> <p>a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> (i) If the Contractor fails to provide acceptable quality of services within the period specified in the Contract, or within any extension. (ii) If the Contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices. (iii) Any representation made by the bidder in the proposal is found to be false or misleading. (iv) If the Contractor commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser. (v) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings. (vi) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days. (vii) If the Contractor has been black listed by any Government agency due to misconduct etc.

SECTION-I: INSTRUCTIONS TO BIDDERS

1. *Name of the Purchaser.*

Power Information Technology Company (PITC) and DISCOs

2. *Website of PITC*

www.pitc.com.pk

3. *Cancellation of Appointment*

The contract between the parties is subject to cancellation due to any of reason mentioned hereunder:

- a) Submission of false particulars or fake documents.
- b) Any deviations from conditions of the contract.
- c) Refusal by the Contractor to execute the job as per scope / quoted rates.
- d) Manipulation of rates by cartelization shall be viewed very seriously by the Purchaser. If such a situation comes to the notice of the Purchaser and/or there are reasons/ circumstances for the Purchaser to believe so, the concerned Contractor will be called in to give justification of proposal/rates quoted by them. In case PITC is not satisfied with the justification of the firm regarding their quoted rates/ proposal, their appointment is liable to be cancelled.
- e) Any other reason deemed fit by the Purchaser for cancellation.

Such Contractor, whose appointment is cancelled due to any of the above reasons, will not be considered for subsequent assignments for a period of three years.

4. *Subcontracting*

The Contractor shall not be permitted to sub-contract any part of its obligations under the Contract with PITC.

5. *Intellectual Property*

PITC , shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract that will be awarded further by PITC, including but not limited to all templates, reports, designs, records, application configurations, data and written material, products, specifications, drawings, source code and object code and other documents which have been newly created and developed by the Contractor solely during the performance of Related Services and for the purposes of *inter-alia* use or sub-license of such Services under this Contract. The Contractor should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals at its sole cost that may be necessary in this regard to

effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Contractor undertakes to assigns those Intellectual Property Rights to Purchaser on creation.

The Contractor shall undertake to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / service provided by the Contractor, the same shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Contractor solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the terms of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser. The Contractor shall ensure that while he uses any software, hardware, processes, document or material in the course of performing the Services, he does not infringe the Intellectual Property Rights of any person and the Contractor shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Contractor or its personnel or personnel of any of its consortium members or sub-contractors during the course of performance of the Related Services. In case of any infringement by the Contractor, the Contractor shall have sole control of the defense and all related settlement negotiations.

Subject to above sub-clauses on intellectual property, the Contractor shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Contractor that existed before the effective date of the Contract.

6. Confidentiality

The Contractor/Consortium and the personnel of any of them shall not disclose the terms, conditions or any information related to the project unless approved by Company. This Condition is applicable for five (5) years after the completion of entire Project.

7. Bid Security / Earnest Money Deposit (EMD)

The bidder will submit a bid security Rs 500,000/- in shape of Bank Guarantee/Demand Draft, valid for 90 days from the date of submission of bid issued in favor of Chief Executive Officer PITC, WAPDA House, Lahore. The bid security issued by any scheduled bank of Pakistan having AA+ rating will be acceptable. Cheques will not be acceptable in any case.

8. Performance Security

Successful bidders have to furnish not exceeding 10% of contract value as performance security in shape of Demand Drafts or Bank Guarantees in favor of the office issuing PO (where applicable) for the period of three years from the date of signing the agreement. The same shall be released after the expiry of contract.

9. Bid Validity Period

Bid should be valid for a period as specified in the Data Sheet from the date of opening of financial proposal.

10. Acceptable Banks

All bank related documents shall be submitted only from scheduled banks of Pakistan having “AA+” rating.

11. Escalation of Prices

The quoted prices will be firm and final and will not be escalated for any reason what so ever.

12. Bid Submission.

The complete offer should be submitted as under:-

- a) The original and all copies of the Bid shall be clear & typed (without cutting) in indelible ink and shall be signed by the Bidder or a duly authorized person. The authorisation (Power of Attorney) shall be provided in writing and must be an integral part of the Bid. All pages of the Bid shall be initialled by the person or persons signing the Bid.
- b) The Bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- c) Non-submission of the required information/data shall render the offer liable for rejection.
- d) Alternate bid shall not be accepted
- e) Electronic bid shall not be acceptable.

13. Acceptance / Rejection

PITC reserves the right to accept or reject any or all of the bids or a part thereof at any stage without any liability.

14. Formulation of Cartel or Collusion

If formulation of Cartel or Collusion is observed in any of the bid/s, action will be taken against the relevant bidder/s which may tend to black listing and any other action /remedies available under law.

15. Payment Clause

- i. Payment of the Support / maintenance services will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents
 - a) Invoice in triplicate having NTN.
 - b) Joint Inspection Report.
 - c) Sales Tax Invoice (if not exempted) or attach exemption certificate.
 - d) Non-payment certificate.
 - e) Performance Security Receipt Certificate (otherwise performance security will be deducted from the submitted invoice).

- ii. The payment of GST fixed by the Government will be made to the Contractor on production of original GST return cum payment Challan and sales summary or any other documents as required under the Sales Tax Act 1990 as amended till date.
- iii. Partial deliveries & part payments will not be allowed.

16. Late Bid

The Purchaser shall not consider any bid that arrives after the dead line for submission of bid. Any bid received by the purchase after the dead line for submission of bid shall be declared late, rejected and returned unopened to the bidder.

17. Modification of Bids

- a) The Bidder may modify or withdraw his Bid after the submission of Bid, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.
- b) No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder

18. Amendment of Bid Schedule

- i) At any time prior to the deadline for submission of Bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Schedule/Bidding Documents by amendment.
- ii) The amendment will be notified in writing or by Fax, email or courier to all prospective Bidders who have received the Bid Schedule/Bidding Documents and will be binding on them.

19. Sealing and Marking of Bids

- i. The Bidder shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "Original" or "Copy".
- ii. The inner and outer envelopes shall be:-
 - a) Addressed to the purchaser at the following address:-
“Director General ISDS, PITC, 402-WAPDA House Lahore”.
 - b) Bear the nomenclature of the services, the Request for Proposal (RFP) number, and the words "**DO NOT OPEN BEFORE 11:30 A.M on. 06-05-2021.**"
 - c) In addition to above, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late".
- iii. If the outer envelope is not sealed and marked as required, by the purchaser, purchaser shall not be responsible for the bid's misplacement.

20. Delivery Schedule

Schedule of Contractor will start from the date of award of Contract.

21. List of Documents to be submitted with the bid

- i. Technical Proposal (sealed in envelop marked as **technical proposal**) duly supported by all the relevant documents / experience certificates supported by copies of contract Agreement successfully *completed*, End-user certificates.
- ii. Bid Security along with original deposit receipt issued against the purchase of bidding documents.
- iii. Authorization letter issued by the bidder in favor of person participating in the tender opening process and authorized for making further correspondence with the purchaser, attesting three specimen signatures of the authorized person with Computerized National Identity Card (CNIC) No. along with a copy of CNIC. This authorization shall be issued on letter head of the principal bidder.
- iv. Each page of the bidding document is to be signed and stamped by the bidder or his authorized representative.
- v. Covering letter
- vi. Price be quoted of the item mentioned in Annexure-A.
- vii. Earnest money in form of Bank Draft / Bank Guaranty in favor of Chief Executive Officer PITC, 406 WAPDA House, Lahore as per clause 2.5.

22. Delivery Period:

The Support / Maintenance services will be started immediately after award of contract.

23. Forfeiture of Security Bond / Bank Guarantee / Performance Bond

PITC has the right to forfeit the Security Bond / Bank Guarantee /Performance Bond:-

- i. If the Contractor:-
 - a) Fails to provide the services within the time specified.
 - b) Commits any breach of contract.
- ii. For other reasons specified in the Contract by the contracting officer for forfeiting the security deposit.

If the forfeiture of the security deposit does not compensate the contracting officer of Purchaser for losses suffered due to non-delivery or breach of Contract or for any other reasons, the contracting officer of purchaser shall have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any OTHER DISCO/ GENCO/NTDC/DISCO /PITC / GENCO Holding or from any claim due to the Contractor from any other DISCO/ GENCO/NTDC/DISCO /PITC / GENCO Holding.

24. Disclosure Clause

The Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub

division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the foregoing the Contractor represents and warrants that it has fully declared the brokerage, commission, fees, etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from GOP, except that which has been expressly declared pursuant hereto.

The Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Contractor accepts full responsibility and strict liability for making any false declaration, no making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under any law contract or other instrument, be voidable at the option of GOP.

Notwithstanding any right and remedies exercised by GOP in this regard, the Contractor agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Please acknowledge receipt in token of acceptance at the earliest, but not later than 15 days from the date of purchase order.

Section-II. Special Conditions for Contractor.

- 2.1** The quoted prices must be firm, final on FCS (Free delivery at Consignee Store) basis and inclusive of all government taxes/charges subject to adjustment (increase & decrease) in case of enhancement/imposition or decrease/withdrawal of taxes, duties surcharges etc. during the currency of Rate Contract.
- 2.2** Prices must be in Pak Rupees.
- 2.3** There should be no cuttings/ alterations/ overwriting in prices, and must be duly signed by the bidders or their authorized representatives.
- 2.4** The maintenance charges and equipment prices offered must remain valid for at least 120 days from the date of opening of tenders.
- 2.5** Have at least 10 year experience of similar contracts with reasonable facilities for hardware maintenance and OS Window Server, open VMS, Linux and should have adequate resources.
- 2.6** A list of equipment being used for maintenance of computers and peripheral must also be provided.
- 2.7** Provide a list of diagnostic software used to track hardware faults.

- 2.8 Have sufficient technical expertise and qualified maintenance engineers to handle the hardware maintenance and OS Window Server, open VMS, Linux task efficiently. As part of the bid, the bidder must supply a list of technical hardware maintenance staff along with their qualification.
- 2.9 Provide a list of clients who are getting hardware maintenance for high end servers and allied equipment mentioned in Annexure-A. The list must also include the number and type of machines being maintained along with names and phone numbers of the client. .
- 2.10 Provide list clearly mentioning names of all parts which are to be considered as consumables for all categories of equipment of service quoted.
- 2.11 Provide a schedule of preventive maintenance.
- 2.12 Explain if any hardware fault logging procedure/mechanism is already in place. The firm must be able to define a guaranteed response time after a hardware failure complaint is logged. The maximum expected down time should also be defined and must not be more than 16 working hours.

Section-III. General Conditions for Contractor

- 3.1 The indenter is not bound to accept the lowest offer not fulfilling the requisite criteria or if it is conditional. The reasons for rejecting the lowest or any offer shall not necessarily be communicated.
- 3.2 In case machine remains down beyond 16 working hours the bidder must have the demonstrated capability to replace faulty equipment.
- 3.3 In case any component of equipment is damaged it should be replaced with the same or superior compatible component. A clear written commitment to this effect must be made.
- 3.4 On expiry or termination of Maintenance Contract the contractor will handover the equipment to the department / New Vendor in working condition with original or higher specifications.
- 3.5 The Rate Contract for hardware maintenance shall remain enforced for a period of Three year from the date of its issuance and further extendable to 1 year repeatedly if agreed by both the parties.
- 3.6 PITC and Power Distribution Companies can enter into annual maintenance agreements, at any time, within the validity of Rate Contract.

Note: Bids deviating above terms and conditions will be treated as non responsive.

SECTION – IV BID EVALUATION METHODOLOGY

The following is the Bid process / evaluation methodology that will be adapted by Utilities for appointment of Contractor.

- a. RFPs will be given to all applicants /participants.
- b. Single Stage – Two envelopes Procedure:-**
 - i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - ii. the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
 - v. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
 - vii. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance
 - viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
 - ix. The bid found to be the lowest evaluated bid shall be accepted.
- c. Alternate bids** will not be allowed. Alternate technical modules, methodologies, approach, project plan or timelines that deviate from the defined scope will be considered as alternate bid and will be considered as non-responsive.
- d. Preliminary Evaluation:** The technical proposals will be reviewed for deviations, acceptance of terms and conditions, adherence to scope of work, formats required, purchase of bid document etc., In case of non-compliance on any of the above, bids will be considered as technically non-responsive.
- e. Evaluation:**
 - i. The total points for technical bid evaluation are 100 out of which the technical bid qualification requires 70 points.
 - ii. Technical bids will be evaluated as per given criteria in clause f below. The bidder will be declared technically qualified if score of technical factors is 70% or more.
 - iii. The contract will be awarded to technically qualified and financially lowest bidder.
 - iv. The technical responsiveness will be determined by evaluating the following factors.

f. Technical Evaluation Formula

S.No	Factors	Max. Score										
1	<p>Company profile</p> <p>1. Type (PVT), Ltd, Proprietary Marks Max. 5 (i) Pvt. Ltd. (5 Marks) (ii) Proprietary (2 Marks)</p> <p>2. No. of Branches in Pakistan (1 mark for each city) Marks Max. 5</p> <p>3. Age of Company (Minimum 10 years) Marks Max. 10 (i) ≥ 10 yrs. & ≤ 12 yrs. (8 Marks). (ii) ≥ 13 yrs. (10 Marks).</p>	15										
2	Experience with WAPDA/PEPCO/PITC/DISCOs/NTDC	5										
3	Hardware Facilities/tools/Lab Facility.(List to be provided)	10										
4	Diagnostic Software.(List to be provided)	5										
5	<p>Maintenance Experience</p> <p>i. How long is servers and related equipment maintenance and OS Windows, Linux & Open VMS experience ≥ 20 yrs. (20 Marks) < 20 yrs. & ≥ 15 yrs. (15 Marks) < 15 yrs. & ≥ 10 yrs. (10 Marks)</p> <p>ii. Agreements with the companies (List of companies along with respective lists of equipment under maintenance contract and references of companies should be attached)</p>	20										
6	<p>Qualified staff position of the firm: Qualified staff position of the firm (attach list). experience ≥ 05 years (3 marks for each individual) experience < 05 years and ≥ 03 years (2 marks for each individual) experience < 03 years and ≥ 01 years (1 mark for each individual)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S.No</th> <th>Name</th> <th>Designation</th> <th>Total Experience</th> <th>Experience with present employer</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S.No	Name	Designation	Total Experience	Experience with present employer						15
S.No	Name	Designation	Total Experience	Experience with present employer								
7	Existing/Future Call logging Procedure.(Give details)	10										
8	Quoting for Lot-1 (Servers)	6 marks										
	Quoting for Lot-2 (Printers)	6 marks										
	Quoting for Lot-3 (UPS)	3 marks										
	Total:-	100										