

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods Worth Fifty Million or More

- NAME OF THE ORGANIZATION/DEPT. Government Holdings (Private) Limited
- FEDERAL / PROVINCIAL GOVT. Autonomous Body
- TITLE OF CONTRACT Supply of Network Attached Storage
- TENDER NUMBER GHPL/Tech/03/09-22
- BRIEF DESCRIPTION OF CONTRACT Supply of Network Attached Storage
- TENDER VALUE USD 298,350/- (Rs. 66,661,922/-)
- ENGINEER'S ESTIMATE N/A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 22 Weeks
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes Yes / No
- ADVERTISEMENT :
- (i) PPRA Website (26/09/2022 and TS491148E) Yes / No (Federal Agencies)
(If yes give date and PPRA's tender number)
- (ii) News Papers (The News (English) and The Nawaiwaqt (Urdu) on 25/09/2022)
Yes / No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) October 27, 2022 at 03:30PM
- NATURE OF PURCHASE Local Local / International
- EXTENSION IN DUE DATE (If any) Yes Yes / No

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- NUMBER OF TENDER DOCUMENTS SOLD Tender Documents were available free of cost at GHPL website
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
 - b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____
 - c) TWO STAGE BIDDING PROCEDURE. _____
 - d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) N/A
- WHO IS THE APPROVING AUTHORITY Managing Director/CEO
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N/A
- NUMBER OF BIDS RECEIVED Two (02)
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes Yes / No
- WHETHER INTEGRITY PACT WAS SIGNED Yes Yes / No

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS
NIL

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Schlumberger Seaco Inc., Plot No.267-268, Street No.09, Sector I-9/3, Islamabad

- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).
1st

- NEED ANALYSIS (Why the procurement was necessary?) to provide the additional storage space of 100TB to cater the need of future space requirement as the existing storage is 250GB which is not enough to cater the future need. If the additional storage space is not arranged on time, it will be a challenge for subsurface professionals to make any critical decision.

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS
(Briefly describe) For healthy competition

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes / No

- DATE OF CONTRACT SIGNING 09/01/2023
(Attach a copy of agreement)

- CONTRACT AWARD PRICE USD 298,350/-

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes Yes / No
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED No Yes / No
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No Yes / No
(If yes give details)

- DEVIATION FROM QUALIFICATION CRITERIA No Yes / No
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description)
No

**Annex – B****Eligibility Response Check List**

Eligibility Response Checklist			
S. No	Necessary Eligibility Information	Attach the documents YES /NO	
1	Scope of Work as per Para-G		
2	The bidder must provide previous supply and deployment of Network Attached Storage		
3	Authorized dealer/reseller		
4	Evidence of companies Registration / Incorporation (copy required)		
5	The bidder must provide project implementation plan		
6	Affidavit on stamp paper, declaring that company is not blacklisted by any government agency/authority. (Original required)		
7	Proof of NTN/GST (if applicable)		

Note: The bidder must provide the supporting documents.

Annex – C

Technical Evaluation Criteria

Technical specification as provided in Annex-D should be fully complied in order to proceed further with the technical evaluation criteria. Relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded

Technical Evaluation Criteria				
S.No	Descriptions	Points	Maximum Points	(Attachment)
1	Compliance with Annex – D (Technical Specifications Sheet)		30	Attached Data sheet/Technical Proposal
	As per Specification with Annex- D	30		
2	Network Attached Storage already deployed in last 5 Years		20	Attach PO/Contract Copy with client Point of Contact Details
	More than 2 units deployment	20		
	1-2 units deployment	10		
3	Company Existence		10	Attach Registration Certificate/NTN
	More than 10 years	10		
	6 to 10 years	5		
	3 to 5 years	2		
	1 to 2 years	1		
4	Agreed Support Hours		05	Share proposed SLA Document
	24 x 7	05		
5	Reseller Status		10	Share authorized reseller certificate/other supporting documents
	Authorized Reseller of Proposed brand (Equipment)	10		
	Otherwise	00		
6	Backup disks availability in case of failure.		15	Share proposed SLA Document
	Within 4 hours	15		
	Within 24 hours	10		
	Within 48 hours	5		
7	Delivery Time		10	



Government Holdings Pvt. Limited

Purchase Order

GOVERNMENT HOLDINGS (PRIVATE) LIMITED

Petroleum House # 5th & 7th Floor Ataturk Avenue, G-5/2, Islamabad
Islamabad – 44000
+92-51-9213976

Supplier Name:	Schlumberger Seaco Inc.	Order Date:	January 09, 2023
Address:	Plot No. 267-268, Street No. 09, Sector I-9/3, Islamabad	Payment Terms:	Bank Transfer
Fax:	051-4101976	Purchase Requisition No.:	GHPL/Tech/53/09-22
Tel:	051-848100	Purchase Order #:	GHPL/Tech/01/01-23
Mobile:	0304-7779988	Sales Tax:	w.e.f. 13-Nov-13
Email:	Aali10@sib.com	Tax ID:	0700447-8
Attn:	Mr. Akbar Ali (Digital Account Manager)	Ship Via:	-
		Required Date:	16 to 22 weeks

Ship To:	Invoice To:
Government Holdings Private Limited	Government Holdings Private Limited
Petroleum House # 5 th & 7 th Floor Ataturk Avenue, G-5/2, Islamabad	Petroleum House # 5 th & 7 th Floor Ataturk Avenue, G-5/2, Islamabad
Islamabad – 44000	Islamabad – 44000
Phone: +92-51-9213976	Phone: +92-51-9213976
Attn: Dy General Manager (HR & A)	Attn: Dy General Manager (HR & A)

Sr.No.	Item Description	Qty. (Nos.)	Unit Price (without Taxes) (USD)	Total Price (without Taxes) (USD)	Applicable Taxes (USD)	Total Price (inclusive of all applicable taxes) (USD)
	Network Attached Storage GEN6, H500 or Equivalent	4	255,000/-	255,000/-	43,350/-	298,350/-
1	2.2GHZ/10C/RAM128G + 30TB (15x2TB)/3.2TB SSD	4	-	-	-	-
2	ISD - 3.2TB SSD	4	-	-	-	-
3	Transceivers/Optic/SFP+/SR/10GbE/2 GEN6	4	-	-	-	-
4	2x40GbE (QSFP+) Back End W/O OPTICS	4	-	-	-	-
5	2x10GbE (SFP+) W/O OPTICS	4	-	-	-	-
6	Backend Networking switch 40GBE 32P QSFP 28 W/OS	2	-	-	-	-
7	Base Chassis - Normal	1	-	-	-	-
8	RACK ASSY TITAN-D 40U SINGLE PHASE – PDU Included	1	-	-	-	-
9	PWCRD,6, SINGLE PHASE G2/3 15F L6-30P/NORTH AMER	1	-	-	-	-
10	PWCRD KIT for GEN 6 Normal Chassis	2	-	-	-	-
11	CABLE, ETHERNET, 40G, PASS, HALF FREE, 3M	8	-	-	-	-
12	ProSupport 4Hr and Mission Critical-Hardware Support, 60 Month(s)	1	-	-	-	-
Operating System						
13	OneFS Base License Tier 3 =ID	4	-	-	-	-
14	OneFS Capacity License Tier 3 =CB	120	-	-	-	-
15	ProSupport 4Hr /Mission Critical Software Support 60 Month(s)	1	-	-	-	-

Additional Software						
16	Basic Bundle Tier 3=ID (SmartConnect Base License Tier 3=ID, Snapshot IQ Base License Tier 3=ID)	4	-	-	-	-
17	Basic Bundle Capacity Tier 3 Per TB=CB (SmartConnect Capacity License Tier 3=ID, Snapshot IQ Capacity License Tier 3=ID)	120	-	-	-	-
18	ProSupport 4Hr/Mission Critical Additional Software Support, 60 Month(s)	1	-	-	-	-
Network Switch						
19	1U, PHY-less, 28 x 10GbE SFP+, 2 x QSFP28, PSU to IO, 2 PSU, OS10	1	-	-	-	-
20	Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach, 12-Pack	1	-	-	-	-
21	2 x Jumper Cord - C13/C14, 2M, 250V, 10A (EU, TW, APCC countries except ANZ)	1	-	-	-	-
22	12 x Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 3 Meter	1	-	-	-	-
23	5 Yrs ProSupport & Mission Critical:(7x24) 4-hour Onsite Service	1	-	-	-	-
Total Price (inclusive of all applicable taxes) (USD)						298,350/-

Purchase Order Comments						
<ul style="list-style-type: none"> - Required Network Attached Storage should be delivered within 16 to 22 weeks. - Technical specifications and quantities should be matched with M/s Schlumberger Seaco Inc. provided bid. - Supply shall be made under the attached terms and conditions. - Payment will be made in PKR as per Contract. 						

For and on behalf of
Government Holdings (Private) Limited.


Dy General Manager (HR & A)

Encl: Terms and Conditions of Supply

**Supply of Network Attached Storage**

ITB Document No: GHPL/Tech/03/09-22

Terms and Conditions of Purchase Order

Sr.No.	Title of Clause	Description of Clause
1	Definitions	<p>i. "GHPL GROUP" means the following Persons individually and collectively: GHPL, GHPL's co-venturers, co-owners, partners, joint venturers, co-lessees, co-working interest owners, lessors, adjacent property owners, GHPL's clients, and its and their respective Affiliates; its and their contractors and subcontractors of any tier (excluding Bidder Group), and the agents, representatives, consultants, servants, directors, officers, assigns, managers, members, shareholders, employees, and invitees of all of the foregoing.</p> <p>ii. "BIDDER GROUP" shall mean BIDDER, its and contractors and subcontractors (of any tiers), its and their respective affiliates and its and their respective officers, employees, representatives, and agents.</p>
2	Award of Contract	Performance Security: The successful bidder shall provide the performance bond equivalent to 10% of the purchase order price at the time of receiving of the purchase order in the form of a demand draft/pay order in favor of "Government Holdings (Private) Limited". The Performance Bond will be returned after three months of successful delivery of network attached storage.
3	Goods and Services	Goods/Services are hereinafter deemed to include, without limitation, as specified above, which the Bidder is, required to supply under this Contract. Services are hereinafter deemed to include services ancillary to the supply of the Goods/services including, without limitation, transportation and such other obligations as required under this Contract.
4	Acceptance of the Contract	This Contract may only be accepted by the Bidder's signing and returning an acknowledgement copy of it or by timely delivery of the goods/services in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract, the rights and obligations of the Parties shall be governed, including these General Conditions. No additional or inconsistent provisions proposed by the Bidder shall bind GHPL unless agreed to in writing by a duly authorized official of GHPL.
5	Invoice and Payment	<p>Bidder shall submit invoice in respect of the Contract periodically. This invoice must include Goods/Services Delivery Note, Goods/Services Receiving Note, Final Acceptance Note (post installation and testing), Project Completion Certificate (issued by the Company. GHPL shall, on fulfilment of the Delivery Terms mentioned in BID DATA SHEET - SECTION 2 of GHPL ITB No. GHPL/Tech/03/09-22, make payment within 30 days from submission date of invoice in 100% USD. The prices shown in this Contract may not be increased except by express written agreement of GHPL.</p> <p>If GHPL disputes an invoice, GHPL shall, within 5 (five) days after submission of invoice by Bidder, provide Bidder a written notice and shall detail the reason for disputing the invoice together with any supporting documents of GHPL's position, otherwise Bidder's invoice shall be deemed correct.</p> <p>GHPL and Bidder shall meet in good faith but not later than ten (10) calendar days from Bidder's receipt of such notice to discuss the disputed invoice. Upon settlement of the dispute, GHPL shall immediately pay all amounts agreed to be due with respect to the disputed amount(s) to Bidder and Bidder shall then issue a credit or debit note to GHPL for the disputed portion.</p> <p>Notwithstanding GHPL's right to dispute an invoice, GHPL agrees to pay Bidder any undisputed portion of an invoice on or before the due date.</p> <p>GHPL shall have no right to withhold or offset payments with respect to a Work</p>





		Order/the Agreement for disputed amounts or for any other type or kind of claim or disputes between GHPL and Bidder.
6	Inspection and Acceptance	<p>All Goods/Services shall be subject to inspection and testing by GHPL or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by GHPL.</p> <ol style="list-style-type: none">If any inspection or test is made on the premises of the Bidder or its Bidder with the consent of GHPL, the Bidder, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.All inspection and tests on the premises of the Bidder or its Bidder shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Bidder.Final acceptance or rejection of the goods/services shall be made as soon as practicable after delivery, but failure to inspect and accept or reject Goods/Services shall neither relieve the Bidder from responsibility for non-conforming Goods/Services nor impose liabilities on GHPL therefor.The Bidder shall provide and maintain an inspection, quality, and control system covering the Goods/Services which is acceptable to GHPL.Records of all inspection work by the Bidder shall be kept complete and made available to GHPL during the performance pursuant to this Order and for twenty-four (24) months thereafter or for such other period as may be specified in this Order. <p>Copies of all material certifications and test results shall be submitted to GHPL upon request.</p>
7	Fitness of Goods Including Packaging	<p>Bidder warrants that the Goods/services conform to the specifications agreed by Parties in this Agreement. and are fit for the purposes for which the Goods/services are specifically used, as well as for purposes, in locations and under circumstances made known to the Bidder by GHPL.</p> <p>The Bidder also warrants that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the Goods during delivery to their ultimate destination. Any deviation from agreed specification will not be agreed. Immediate replacement would be made if the products will not be found original and as per specification document.</p>
8	Warranty	<p>The bidder warrants and certifies that it will repair or replace without expense to GHPL, any Goods/Services or components which prove to be defective in Quality/Functionality, within warranty period, from the date such Goods/Services are delivered to and accepted at the final destination indicated in the Contract.</p>
9	Indemnification	<ol style="list-style-type: none">Bidder shall be responsible for and shall defend, indemnify, and hold GHPL Group harmless against all claims, costs (including attorney's fees) and expenses arising out of the death of, or injury to any of its own personnel and damage to its equipment and other property, or those personnel and equipment or other property of its Bidders, subcontractors or agents howsoever caused including the negligence in any form of each party.GHPL shall be responsible for and shall defend, indemnify, and hold Bidder Group harmless against all claims, costs (including attorney's fees) and expenses arising out of the death of, or injury to any of its own personnel and damage to its equipment and other property, or those personnel and equipment or other property of its subcontractors' subsidiaries, affiliates, contractor, or agents howsoever caused including the negligence in any form of each party.Each party shall be responsible for and shall indemnify and hold the other harmless against all claims, costs and expenses arising in respect of Third-





		<p>Party death, injury, loss, or damage to the extent of its negligence. "Third Party" means any person other than a member of Bidder Group or GHPL Group.</p> <p>iv. Neither party shall be liable to the other, in actions brought by the other, and hereby releases and indemnifies and hold harmless the other Party from and against any of its special, indirect or consequential damages resulting from or arising out of this Contract, including, without limitation, loss of use, loss of use of assets, rig time, loss of data, loss of profit or business interruptions, loss of use of the DELIVERABLES, however same may be caused and regardless of the sole or concurrent negligence of the other party. In no event shall this sub-clause limit the indemnities given herein with respect to actions brought by third parties.</p>
10	Integrity Pact	The Bidder will be required to sign and stamp Integrity Pact as per PPRA Rules, attached at Annex-E.
11	Variation in Quantities:	The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of GHPL.
12	Changes	<p>GHPL may at any time by written instruction make changes within the general scope of the Contract. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to the Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall either be amended or terminated or reissued accordingly.</p> <p>Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Bidder of the notification of change: providing, however, that GHPL may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under the Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 21. However, nothing in this Clause shall excuse the Bidder from proceeding with the Contract as changed.</p> <p>No modification of or change in the terms of the Contract shall be valid or enforceable against GHPL unless it is in writing and signed by a duly authorized representative of GHPL.</p>
13	Termination for Convenience	<p>GHPL may terminate the Contract, in whole or in part, upon notice to the Bidder. Upon receipt of notice of termination, the Bidder shall take immediate steps to bring the work and services to a close in a prompt and orderly manner and shall not undertake any forward commitment from the date of receipt of notice of termination.</p> <p>In the event of Termination for Convenience, no payment shall be due from GHPL to the Bidder except for Goods/Services already delivered prior to termination and for the cost of such necessary work as GHPL may request the Bidder to complete.</p>
14	Remedies for Default	<p>In case of failure by the Bidder to perform according to this Contract, including but not limited to failure to obtain necessary licenses or to make delivery of all of the Goods/Services by the agreed delivery date, GHPL may, after giving the Bidder reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:</p> <ol style="list-style-type: none"> Procure all or part of the Goods/Services from other sources, in which event GHPL may hold Bidder responsible for any excess costs occasioned thereby; Refuse to accept delivery of all or part of the Goods/Services; Terminate the Contract; Require Bidder to ship via premium means, at Bidder's expense, to meet the delivery schedule; Impose liquidated damages pursuant to serial 15.
15	Liquidated Damages	If the Bidder fails to deliver any or all of the Goods/Services or perform any of the services within the time period specified in the Contract, GHPL may, without





		prejudice to any other rights and remedies deduct from the total price stipulated in this Contract, deduct an amount of 1.25% per week for 8 weeks (with a cap of 10%). Thereafter GHPL shall have the right to terminate the Contract & forfeit the Performance Security.
16	Force Majeure	The Bidder shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of an event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force. Force Majeure shall not include Bidder's inability to procure materials, equipment etc. or to pay its Bidders, vendors or workers etc. or any other event involving Bidder's financial disability or inconvenience.
17	Source of Instruction	The Bidder shall neither seek nor accept instructions from any authority external to GHPL in connection with the performance pursuant to the Contract. The Bidder shall refrain from any action which may adversely affect GHPL.
18	Officials not to Benefit	The Bidder warrants that no official of GHPL has received or will be offered by the Bidder any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from the Contract or the award thereof. The Bidder agrees that breach of this provision is a breach of an essential term of the Contract.
19	Use of Name, Emblem or Official Seal of GHPL	Unless authorized in writing, the Bidder shall not advertise or otherwise make public the fact that it is performing, or has performed, services for GHPL or use the name (or any abbreviation thereof), emblem or official seal of GHPL for advertising or for any other purpose.
20	Assignment and Insolvency	The Bidder shall not, except after obtaining the prior written approval of GHPL, assign, transfer, pledge or make other disposition of the Contract or any part hereof or any of the Bidder's rights or obligations under the Contract to any third party. Should the Bidder become insolvent or should control of the Bidder change by the virtue of insolvency, GHPL may, without prejudice to any other right or remedy, terminate the Contract by giving the Bidder written notice of such termination.
21	Privileges and Immunities	Nothing in or relating to the Contract shall be deemed a waiver of any of the privileges and immunities of GHPL.
22	Observance of the Law	The Bidder shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.
23	Authority to Modify	Only the GHPL's Authorized Official possesses the authority to agree on behalf of GHPL to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Bidder. Accordingly, no modification or change in this Contract shall be valid and enforceable against each Party unless provided by an amendment to this Contract signed jointly by the Bidder and the GHPL's Authorized Official.
24	Company Provided Data	BIDDER's sole liability for loss, destruction, or damage to any DATA in BIDDER's possession shall be limited to the lesser of the cost of reprocessing, recopying, reformatting, or reconstituting the lost, destroyed, or damaged DATA, if such loss may be reasonably corrected through the provision of tape copies or further reprocessing SERVICES/ WORKS or refunding to GHPL that portion of the payments made to BIDDER for the WORKS directly related to the loss, destruction, or damage. In no event shall BIDDER GROUP's liability for loss, destruction or damage of any DATA exceed the aggregate amount of the payments received by BIDDER for the SERVICES performed under this CONTRACT. BIDDER shall have no liability to GHPL for loss, destruction, or damage to GHPL PROVIDED DATA (including, without limitation, GHPL PROVIDED DATA that are in the possession of GHPL or any shipper, transporter, courier, delivery service



		<p>or other designated third party, or that is recorded on defective or inadequate tapes or other media supplied or requested by GHPL). In the event of loss, destruction, or damage to any GHPL PROVIDED DATA in BIDDER's possession, BIDDER's sole liability shall be the cost of copying such GHPL PROVIDED DATA from duplicate copies retained by GHPL.</p> <p>Notwithstanding anything herein to the contrary anywhere in this CONTRACT, GHPL shall deliver to BIDDER all GHPL PROVIDED DATA and other materials required to perform the WORK before BIDDER begins the WORK, at GHPL's sole cost and risk. GHPL warrants and represents that it is the owner or licensee of any GHPL PROVIDED DATA that will be provided to BIDDER, and that it has the right to disclose GHPL PROVIDED DATA to BIDDER.</p>
25	Intellectual Property	<p>Bidder owns all rights to the proprietary Intellectual Property embodied in the products manufactured/Services provided by Bidder to GHPL hereunder or which is created in the course of providing such products/ Services to GHPL.</p> <p>Notwithstanding the above, Bidder shall have no liability or obligation to GHPL under this Article for any Intellectual Property infringement or claim thereof that arises:</p> <ul style="list-style-type: none"> i. Out of GHPL's use of Bidder's goods/products or Services in combination with products or services not provided by Bidder; ii. Where Bidder products or Services have been specially modified, designed and/or manufactured to meet GHPL's specifications; iii. Out of unauthorized additions or modifications to Bidder Products or Services; or iv. Where the GHPL's use of Bidder products or Services does not correspond to Bidder published standards or specifications.
26	Trade Control Compliance	<p>GHPL shall be responsible for complying with applicable trade control regulations/sanctions including in relation to the transfer, export, or re-export of Bidder Services/Work and any deliverables and hardware.</p> <p>Each Party shall comply and shall endeavor to ensure that each member of its Group, comply at all times with all applicable trade embargo and export control laws, rules and regulations, including, without limitation, those of the United States, and shall not export or re-export any goods, software or technology (including, without limitation, technical data), directly or indirectly, without first obtaining all written consents, permits, or authorizations and completing such formalities as may be required by any such laws, rules or regulations.</p> <p>Where the Bidder seeks to import any equipment into Pakistan, for the purpose of providing services to Company under this Contract (or seeks to export any equipment from Pakistan after the provision of such services), then the GHPL shall provide the Bidder with all letters and documents and all assistance which the Bidder may require in order for the Bidder to import such equipment into Pakistan.</p>
27	Taxation	<ul style="list-style-type: none"> i. The rates set forth in Bidder's price schedule are based on tax, customs, duties, and other laws prevailing at the time of submission of the priced bid. Notwithstanding anything to the contrary in this Contract, in case of any future changes in the legislation or interpretation of existing laws, any additional sums including, but not limited to Taxes, Customs Duties, Levies, Fees and/or other duties become payable by Bidder or its sub-Contractor to any government authority after the award of this Tender, such legislation not having been announced at the time of the submission of Bidder's bid documents, then both Company and Bidder should meet in good faith and agree on the additional sums which have not been included in the Tender and





		<p>should be reimbursed by Company to Bidder through separate invoice/s, to be prepared and submitted by Bidder and thereafter reimbursed by Company.</p> <p>ii. Notwithstanding any other provision in this Contract, the lump sums, fixed rates, and any other prices set forth in this Contract are exclusive of any services tax, Value Added Tax, sales tax (Federal) or similar tax that is or may be levied on such compensation or payments. Any such tax shall be separately stated on applicable invoice(s) and shall be paid by GHPL to Bidder who shall make the appropriate payments to the relevant tax authorities. The afore-said amount of tax may be invoiced either with the original invoice or thereafter in a separate invoice.</p> <p>iii. GHPL may withhold income tax required to be withheld under Income Tax Ordinance, 2001, from any payment due to the Bidder. Such withholding shall however be made at a reduced or nil rate, if a certificate to that effect is obtained by the Bidder from relevant Government authorities and presented to the GHPL before any payment under this Contract is made. GHPL shall provide the Bidder with a proof of deposit of the withheld amount into the Government treasury within 30 days of such deposit.</p>
28	Cumulative Liability	<p>Notwithstanding anything herein to the contrary, the total liability of the Bidder with respect to any claims and losses arising out of or connected with the performance of this CONTRACT shall in no event exceed 100% of the total value of the Contract in aggregate, and GHPL shall defend, indemnify, and hold Bidder and Bidder Group harmless from and against any and all claims, demands, costs and liabilities of any kind or character in excess of the value as specified herein.</p>



Eligibility Response Check List - Supply of Network Attached Storage

Tender No. GHPL/Tech/03/09-22

Sr.No	Necessary Eligibility Information	M/s Schlumberger Seaco Inc.	M/s Zenex Technologies (Pvt.) Ltd.
1	Scope of Work as per Annex -D	Fully Complied (Annex-1 & IV)	Fully Complied
2	The bidder must provide previous supply and deployment of Network Attached Storage	Attached (Annex-VII)	No Previous record
3	Authorized dealer/reseller	Attached (Annex-II)	Attached
4	Evidence of companies Registration / Incorporation (copy required)	Attached (Annex-VI)	Attached
5	The bidder must provide project implementation plan	Attached (Figure 5.1 Annex-I)	Attached
6	Affidavit on stamp paper, declaring that company is not blacklisted by any government agency/authority. (Original required)	Attached (Annex-VII)	Attached
7	Proof of NTN/GST (if applicable)	Attached (Annex-VI)	Attached
8	Bid Bond of Rs. 500,000/-	Attached	Not Attached

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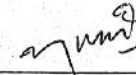
Attique-ur-Rehman
Manager Geophysics

on official meeting

Adil Qureshi
Dy Manager (JV)



Ayaz Hussain Alvi
System Engineer



Iftikhar Ahmed
Data Management Assistant

Technical Evaluation Report - Supply of Network Attached Storage - Tender No. GHPL/Tech/03/09-22					M/s Schumberger Seaco Inc.	
Sr.No	Descriptions	Points	Maximum Points	Attachments	Awarded Points	Attached Documents
1	Compliance with Annex - D (Technical Specifications Sheet)		30	Attached Data sheet/Technical Proposal	30	Attached Technical Proposal & Data Sheet Annex-I & Annex-IV
	As per Specification with Annex- D	30				
	Otherwise	0				
2	Network Attached Storage already deployed in last 5 Years		20	Attach PO/Contract Copy with client Point of Contact Details	10	Previous PO Attached ref: OGDCL and POL Deployment Annex-VII - 2 Units Deployed
	More than 2 units deployment	20				
	1-2 units deployment	10				
3	Company Existence		10	Attach Registration Certificate/NTN	10	Registration Certificate/NTN Attached @ Annex-VI
	More than 10 years	10				
	6 to 10 years	5				
	3 to 5 years	2				
	1 to 2 years	1				
4	Agreed Support Hours		5	Share proposed SLA Document	5	SLA Attached @ Annex-III
	24 x 7	5				
5	Reseller Status		10	Share authorized reseller certificate/other supporting documents	10	Authorized Reseller Certificate Attached @ Annex-II
	Authorized Reseller of Proposed brand (Equipment)	10				
	Otherwise	0				
6	Backup disks availability in case of failure.		15	Share proposed SLA Document	15	SLA Attached @ Annex-III
	Within 4 hours	15				
	Within 24 hours	10				
	Within 48 hours	5				
7	Delivery Time		10	Mention Delivery Timelines in Technical Bid Documents	0	Mentioned @ Annex-V (16-22 Weeks)
	Within 10 - 12 weeks	10				
	Within 13 - 16 weeks	5				
	Total Marks Awarded		100		80	
	Passing Criteria		70 Marks			

Note: According to technical criteria and document conformance requirements mentioned in tender document, M/sSchumberger Seaco Inc is meeting minimum passing criteria.

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Attique-ur-Rehman
Manager (Geophysics)

On official
meeting
Adil Qureshi
Dy Manager (JV)

Ayaz Hussain Alvi
System Engineer

Iftikhar Ahmed
Data Management Assistant

Schlumberger Seaco. Inc.
 Digital & Integration
 Plot No. 267 – 268, Sector I-9/3,
 Industrial Area, Islamabad.
 Telephone: 051-8481100
 Fax: 051-4101916

Schlumberger

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

(To be attached with Technical Bid)

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal Form (Company/Limited Liability Partnership/ Association of Persons/ Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country		Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identify of natural person who ultimately owns or controls the legal person or arrangement
	Branch	1 st April 1958	Securities and Exchange Commission of Pakistan	Plot 267-268 Industrial Area, Sector I-9/3, Islamabad, Pakistan	Pakistan		100% indirectly wholly owned by Schlumberger Limited.	100% indirectly wholly owned by Schlumberger Limited.	NIL

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

pcn 1.



Schlumberger Seaco. Inc.
 Digital & Integration
 Plot No. 267 – 268, Sector I-9/3,
 Industrial Area, Islamabad.
 Telephone: 051-8481100
 Fax: 051-4101916

Schlumberger

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality(ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of share taken by cash subscriber (in figures and words)
Karamat Ali Khan	Passport GP4104643	NIL	Pakistani	NIL	Geounit Tax Manager	Plot 267-268 Industrial Area, Sector I-9/3, Islamabad, Pakistan	NIL
			Total Number of Shares taken (in figures and words)				NIL

10. Any other information incidental to or relevant to Beneficial Owner(s).

Karamat - Ali - Khan
 Finance Controller

Name and signature

(Person authorized to issue notice on behalf of the company)



8 Annex-A Organization Information

Annex - A

Organization Information

Table 8.1 No Title

Organization Information		
Sr. #	Required Information	Response
1	Legal name of the organization	Schlumberger Seaco Inc
2	Year of Registration / Establishment of the Organization	01-April -1958
3	National Tax Number	0700447
4	General /Sales Tax Number	
5	Status of Organization (whether company, partnership or otherwise)	Company
6	Name and designation of 'Head of Organization'	Mr. Zaurayz Tarique
7	Mobile:	0300 555 553
	Phone/s:	051-8481100
	Email:	ztarique@slb.com
	Fax:	051-4101976
	Address of organization:	Plot no. 267-268 , Street no. 9, Sector i-9/3, Islamabad -Pakistan
	Website address:	Slb.com
8	Name and designation of 'Contact Person':	Akbar Ali
	Phone/s:	05-848110
	Email:	aali10@slb.com
	Fax:	051-4101976
	Mobile:	03047779988

