SUPREME COURT OF PAKISTAN

ISLAMABAD

TENDER NOTICE

(Tender No. SCP/03-2024-25/ITD)

Sealed tenders are invited from the Tier-1 partners (Service delivery partner / Gold / Premier partner) of Original Equipment Manufacturers, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers list of the Federal Board of Revenue, for supply of following IT equipment as per specification given in the tender document:

Lot No.	S.No.	Items Description	Qty.
1	1	Hyper converged Infrastructure (HCI) solution	04 Servers
	2	Centralized/ Server based Antivirus Solution	300 Clients
2	1	LaserJet Printers (Standard)	74
	2	Network LaserJet Printers	36
	3	Branded Desktop Computer	50
	4	QR Code Readers	102
	5	Laptop (heavy duty)	02
3	1	Interactive LED	02
4	1	Photocopier Machine	02
	2	Copy Printer	01

- Last date for submission of bids is **28.03.2025 (Friday) at 10:30 a.m.**
- Technical bids shall be opened on **28.03.2025 (Friday) at 11:00 a.m.**
- Bidding documents, containing detailed specifications of the equipment along-with terms & conditions can be downloaded from the websites of Supreme Court of Pakistan i.e. (www.supremecourt.gov.pk) and of PPRA (www.ppra.org.pk).

(Akhtar Rehman)
Director General (PIDP Cell)
Supreme Court of Pakistan
Constitution Avenue,
Islamabad.
Ph. 051-9220582-99

Tender Document

Tender No. SCP/03-2024-25/ITD

PROCUREMENT OF IT EQUIPMENT

SUPREME COURT OF PAKISTAN

Constitution Avenue, Islamabad

Phone: (+ 92) (51) (9220581-99), Fax: (+92) (51) (9217758)

URL: www.supremecourt.gov.pk

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1. **Invitation to Bid**

1.1. Supreme Court of Pakistan, (hereinafter referred to as "the Purchaser") invites Proposals (hereinafter referred to as "the Tenders") for supply of IT equipment as per quantity & specifications mentioned in Annex-A (hereinafter referred to as "the Goods") and for installation, configuration, deployment, testing, training and after-sale support of the said Goods (hereinafter referred to as "the Services").

1.2. The IT equipment shall be delivered at Islamabad Principal Seat, Karachi, Lahore, Peshawar and Quetta Branch Registries of the Purchaser.

1.3 **PPRA Rules / Documents to be followed**

1.3.1 Public Procurement Rules, 2004 will be strictly followed. These may be obtained from PPRA's website:http://ppra.org.pk/doc/rules.pdf . In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Public Procurement Rules, 2004, as amended time to time.

1.3.2 Where this document will silent, the "National Standard Bidding Document for Procurement of Goods though Closed Framework Agreements" will be followed.

1.4 **Mode of Advertisement(s)**

As per Rule 12(2), this Tender is advertised in newspapers.

As per Rule 12(3), this Tender is also placed online at the website of Supreme Court of Pakistan (SCP) i.e. **http://www.supremecourt.gov.pk**.

The bidding document carrying all details can be downloaded from the websites of SCP & PPRA.

1.5 **Type of Open Competitive Bidding**

As per Rule 36(b), Single Stage - Two Envelope Bidding Procedure shall be followed.

1.6 **Bidding Details (Instructions to Bidders)**

- All bids must be accompanied by Earnest Money equivalent to 2% of the total bid price in shape of pay order / bank draft, as part of financial bid in favor of **"Registrar, Supreme Court of Pakistan"**. The complete bids as per required under this tender document, must be dropped in the drop box kept in Receipt & Issue (R&I) Branch, Supreme Court of Pakistan, Constitution Avenue, Islamabad not later than **10:30 a.m.** on last date of submission of bids i.e**. 28.03.2025 (Friday).** Late bids will not be considered.

2. **Tender Eligibility/Qualification Criteria**

The bidder:

2.1 must be a registered/incorporated company/firm in Pakistan with relevant business experience of last 3 years as on 28.02.2025;

2.2 must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax (GST registered) and income tax departments (NTN certificate) and having sound financial strengths and are active return filer, can participate);

2.3 must be Tier-1 partner (Service delivery partner /Gold / Premier partner) of Original Equipment Manufacturer for last ten (10) year (attach Member Authorization Letter from OEM).

2.4 must be involved in sales or supply business of IT Equipment for last 3 years (purchase orders should be attached).

2.5 have not been blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking to this effect on legal stamp paper is mandatory).

2.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

2.7 have Customer Support Center at Islamabad/Rawalpindi, Karachi and Lahore.

Note: Verifiable documentary proof for all above conditions is a mandatory requirement and should be attached with the proposals, noncompliance will lead to disqualification.

3 **Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible for those expenses.

4. **Joint Venture / Consortium**

Joint venture / Consortium are not eligible for this tender.

5. **Amendment of the Tender Document**

The Purchase Committee of Supreme Court of Pakistan may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-27 of Public Procurement Rules, 2004.

6. **Preparation / Submission of Tender**

6.1 The Tender shall be filled in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

6.2 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Separate sealed envelope shall be used for technical & financial proposals. Technical Proposal shall comprise the following, **without quoting the price**:

6.3 Technical Proposal Form (**Annexure-B**)
  6.3.1 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
  6.3.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted). (**Annexure-F**)
  6.3.3 Technical Brochures / Literature
  6.3.4 Details of Warranty and After-Sale Service
  6.3.5 Submission of undertaking on legal valid and attested stamp paper that:-
    a). the quoted Goods are genuine, brand new, non- refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials;
    b). the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization, autonomous body or Private Sector Organization anywhere in Pakistan.
    c). the firm will fully compliance execution schedule and Delivery Period mentioned in tender document
  6.3.6 Financial Capacity as per Annexure-I.
  6.3.7 Valid Registration Certificate for Income Tax, Sales Tax and Active taxpayer

6.4 The Financial Proposal shall comprise the following:
  6.4.1 Financial Proposal Form (**Annexure-C**).
  6.4.2 Price Schedule (**Annexure-D**)**.**
  6.4.3 2% Earnest Money of the total tender price (**Annexure-G**).

6.5 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

    Original Technical Tender for
    "Procurement of IT Equipment"
    Tender No. SCP/03-2024-25/ITD
    [Name of the Tenderer]
    [Address of the Tenderer]
    [Phone No. of the Tenderer]

6.6 The Tenderer shall follow the same process for the Financial Tender.

6.7 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

"Procurement of IT Equipment"

Tender No. SCP/03-2024-25/ITD

Director General (PIDP Cell)

Chairman Purchase Committee,

Supreme Court of Pakistan, Constitution Avenue,

Islamabad.

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

6.8 The Tender shall be dropped in drop box kept in Receipt & Issued (R&I) Branch, Supreme Court of Pakistan Constitution Avenue, Islamabad, not later than **10:30 a.m.** on last date of submission of bids i.e. **28.03.2025 (Friday)**. No late bid shall be accepted.

6.9 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

6.10 Pre-bid meeting shall be held on following dates/time in which all the expected queries from bidders shall be responded. All the bidders shall submit their queries in typed form to the IT Directorate:

Lot No.	Pre-bid meeting	
	Date	/ Time
1 & 3	19.03.2025	/ 11:00 a.m. to 12:30 p.m.
2 & 4	20.03.2025	/ 11:00 a.m. to 12:30 p.m.

7. **Tender Price**

The quoted price for each model shall be

7.1 in Pak Rupees only;

7.2   best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

7.3   inclusive of all taxes, duties, levies, insurance, freight, etc.;

7.4   including all charges up to the delivery point i.e. Islamabad

7.5   If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

8. **Earnest Money**

8.1 The Tenderer shall furnish the Earnest Money for a sum equivalent to 2% of the total price, fulfilling the following criteria:

8.1.1 denominated in Pak Rupees.

8.1.2 as part of financial bid envelope, failing which will cause rejection of bid.

8.1.3 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

8.2 Failure to meet any of the above mentioned criteria will result to the automatic rejection of the bid.

8.3 The Earnest Money will be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

8.3.1   If the Tenderer withdraws the Tender during the period of the Tender validity;

8.3.2   If the Tenderer does not accept the corrections of his Total Tender Price; or

8.3.3   If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to supply the requisite equipment or fails to furnish the Performance Security, in accordance with the Tender Document.

9. **Tender Validity**

The Tender shall have a minimum validity period of **one hundred and twenty (120) days** from the last date for submission of the Tender. The Purchase Committee of Supreme Court of Pakistan may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Earnest Money shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Earnest Money.

10. **Modification / Withdrawal of the Tender**

10.3 The Tenderer may, by written notice served to the Chairman, Purchase Committee, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

10.4 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, will result in forfeiture of the Bid Security.

11. **Opening of the Tender**

11.3 The Tenders (Technical Bids only) will be publicly opened in the office of Director General (PIDP Cell), Supreme Court of Pakistan by the Purchase Committee on **28.03.2025 (Friday) at 11:00 a.m.** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

11.4 The tender's name, modification, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, will be announced and recorded.

11.5 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

12. **TECHNICAL EVALUATION CRITERIA**

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks aggregative in experience & technical staff will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation. The Technical proposals shall be evaluated in the light of following evaluation criteria:

Category	Description	Points	
Legal (Mandatory)	Valid Income Tax Registration	**Mandatory**	
	Valid general sales tax registration (Status = Active with FBR)		
	Submission of undertaking on legal valid and attested stamp paper that:-		
	a). the quoted Goods are genuine, brand new, non- refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials;		
	b). the firm is not blacklisted by any of Federal or Provincial Govt. Department, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;		
	c). the firm will fully compliance execution schedule and Delivery Period mentioned in tender document		
	Compliance to the technical specifications of hardware to be procured mentioned vide **Annex-A** of this document		
Experience (in year)	Supply, Installation and After Sale Service of similar equipment (i.e. HCI, Computers, LaserJet Printers, Scanners, Photocopiers etc.) (Max Points 100)	3 year	25 Points
		4-6	50 Points
		7-10	75 Points
		11 or above	100 Points
Technical Staff	Number of Technical employees (Max Points 100) (Must have international Certifications in respective filed)	up to 5	25 Points
		6 to 10	50 Points
		11 to 15	75 Points
		16 or above	100 Points

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

13. FINANCIAL PROPOSAL EVALUATION

13.1 Technically qualified/successful bidder(s)/Tenderer(s) will be informed telephonically for opening of the Financial Proposal(s). The Financial Proposals will be opened in the in the office of Director General (PIDP Cell, Supreme Court of Pakistan in the presence of the Bidders or their authorized representatives.

13.2 Financial Proposal evaluation will be conducted under the Public Procurement Rules, 2004. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

13.3 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

13.4 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

13.5 In evaluation of the price of goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

13.6 The purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

14. Rejection / Acceptance of the Bid

14.1 The Purchase Committee may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

14.2 The Tender shall be rejected if:

14.2.1 **Price of all items mentioned in a LOT is not quoted**; or

14.2.2 Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

14.2.3 Incomplete, partial, conditional, alternative, late; or

14.2.4 Earnest money is not submitted; or

14.2.5 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or

14.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or

14.2.7 the Tenderer has conflict of interest with the Purchaser; or

14.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or

14.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

14.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-2);

14.2.11 the Tenderer fails to meet the evaluation criteria requirements (Clause-12&13);

14.2.12 the Tenderer has been blacklisted by any public or private sector organization;

14.2.13 the Tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

14.2.14 the Tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

14.2.15 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

14.2.16 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

15. Award Criteria

15.1 At first step, eligible bidder(s)/tenderer(s) as per clause-2 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

15.2 At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected LOT WISE most advantageous bid (as per PPRA clause 38) quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

16. **Purchase Order**

Purchase order to the successful Tenderer will be issued after approval of the Competent Authority.

17. **Performance Security**

17.1 The successful Tenderer/The Contractor shall furnish Performance Security before/at the time of delivery of requisite items, in the form of a Bank Guarantee or Banker Cheque, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to 10% of the contract value; denominated in Pak Rupees; have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

17.2 The Performance Security shall be payable to the Registrar, Supreme Court of Pakistan, if the Contractor commits a default under the Contract; fails to fulfill the obligations under the Contract or if violates any of the terms and conditions of the Contract.

17.3 No interest on the amount of performance guaranty / Banker Cheque shall be charged by Bidders.

18. **Execution Schedule / Delivery**

18.1 The Contractor shall deliver ordered Goods/ equipment within **eight (08) weeks** from the issuance of Purchase Order. During project implementation and the warranty period, the Contractor shall provide maintenance, supply and procurement support necessary to maintain all system, at the contracted performance and reliability level.

18.2 The Contractor shall arrange and pay for the transport of the Goods to the place of destination i.e. Islamabad, Karachi, Lahore, Peshawar and Quetta.

19. **Liquidated Damages**

Unless the delay in delivery is caused by force majeure, if the Contractor fails / delays in supply / performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Supreme Court of Pakistan may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods / the Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 20% of the Contract Price.

20. **Arbitration**

All claims and disputes arising out of or relating to this tender shall be referred by the aggrieved party

to the sole Arbitrator i.e. Director General (HRC), Supreme Court of Pakistan.

21. **Training include in Goods & Services**

The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Supreme Court of Pakistan to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

22. **Documentation**

The Contractor shall furnish the user documentation, the operation manuals, and service manuals of the supplied Goods and other information pertaining to the performance of the Goods, in hard/ soft copy format, before the Goods are taken over by the Supreme Court of Pakistan.

23. **Checklist**

Check the relevant option whether the document is attached.

o	Technical Bid	Yes	No
o	Financial Bid	Yes	No
o	Each Page of the bid is signed and stamped	Yes	No
o	Affidavit on the Stamp Paper is attached	Yes	No
o	Earnest Money (2% of total quoted price)	Yes	No

TECHNICAL SPECIFICATION OF IT EQUIPMENT

LOT-1

S.No.	Item Description	Specification	Qty.	Warranty period
1	HCI Solution	**HCI Hardware Servers**	04 Servers	3 year

HCI Hardware Servers table:

Items	Description
Chassis	2U server
Drive bays	2 x 2U Front 8SFF Drive Backplane Module
Processor	2 x Intel® Xeon Gold 5418Y(2.0GHz/24Cores) CPU Module or Higher
Memory	4 x 64 GB 2Rx4 DDR5-4800B MHz RDIMMs or Higher
System disk	2 x 480GB 6G SATA 2.5in RI SSD or Higher with Raid 1 for OS Installation
Storage	8 x 7.68TB 6G SATA 2.5in RI SSD
Ethernet	3 x Dual Port 10G Fiber Interface Ethernet Adapter (SFP+) With 6 Multimode SFP+ Transceivers
RAID Controller Card	RAID Controller with 8GB Cache or higher
Power supply	2x 1300W+ AC & 240V HVDC Power Supply or better
Rack mount rail	Complete Rail Kit for Rack Mounting
Security	Intelligent Security Bezel to control unauthorized access to front disks
Management software	Embedded Server Management Software as per standard requirement with all licenses
Warranty	3 Years 5x9 ND support with warranty including replacement of parts along with HCI Software
MAF	Must Provide OEM Manufacturer Authorization Letter

Include software and license with 3 years 5x9 ND Support of mentioned HCI Node

HCI software must contain a single console for automation, service provisioning, troubleshooting & management.

1. General Requirements

    a. The OEM preferably be listed in Gartner Quadrant for Hyper-Converged Infrastructure Software.

    b. The computing and storage software in HCI is required to be deployed on bare metal, and the hyper-converged platform can be built without installing a storage controller on the virtual machine to guarantee the best performance. (Hypervisor layer on server).

    c. The bidder must be registered with SECP in Pakistan at least for last 3 year.

2. Virtualization Management

    a. Proposed Solution must provide High Availability / Redundancy for Virtualization Management Platform.

    b. Supports the installation of hyper-converged software on general x86 and arm architecture servers, supports mainstream ARM platforms such as Kunpeng, and can be mixed with the original X86 system for deployment and unified management.

    c. Virtualization management system nodes provide active and standby redundancy to ensure the availability of the platform.

    d. The virtualization platform has a built-in virtualization system health evaluation model.

    e. Proposed Solution must support to create and manage local Users with Role Based Access and Permission Control.

		f. Support different roles on different nodes. The host role can be designated as storage type, computing type, and hyper-converged type. The three types of hosts in the same cluster can be combined arbitrarily to meet various application scenarios of users and help to deal with unbalanced use of user resources better. g. The solution able to support draw topology and power on the VMs and Virtual Switch based on the draw diagram in the HCI Management GUI. This is for IT administrator easy to maintain the HCI cluster. Please provide the sample as proof. h. The visual real-time monitoring center: provides a unified visual monitoring and management center for the failure of HCI of the overall software and hardware, reduces the operation and maintenance difficulty and workload. The visual real- time monitoring center can provide hardware reliability (including CPU, memory, disk, physical network card and raid card),system reliability (including cluster host, distributed storage, cluster network configuration status and cluster resource overload state), service reliability (including SRM, cluster reliability HA, application HA, computing resource DRS, virtual machine operation status and virtual machine backup) these three-levels real-time monitoring and hierarchical display. The operation and maintenance personnel can directly view the overall operation of the cluster, and can quickly diagnose the health status of the cluster. i. Monitor the hardware platform including power supply, fan, temperature sensor, CPU, memory, hard disk and other hardware platform information of HCI. j. Proposed Solution must provide Web Bowser based Management Console. k. Proposed Solution must provide complete visibility and centralized management / control of the Virtualization Platform l. Proposed Solution must provide capability to scale up to minimum of 32 nodes or better m. Support use one click to analyze the usage of historical resources of virtual machine, host, and support for planning and decision-making. n. Support use one click to analyze invalid image files on back-end storage, and provide one-click clean and free storage space capabilities. o. Support resource capacity prediction service, built-in time series model, management platform to automatically realize data prediction, provide users with easy-to-use data prediction service, the service supports display the data of CPU, memory and storage capacity resource usage in real-time. Based on AI Machine learning algorithms, predict and analyze early warning time points to help users do resource expansion, cost budgets, etc., and improve business reliability. Please provide the sample as proof.		
	3. Virtualization Hypervisor			
		a) Proposed Solution should be highly redundant providing capability for the VMs to restart on another node in case of any Node failure in the Cluster. b) Proposed Solution must provide VM Snapshot capability to revert back to previous point in time in case a failure or system error occurs. c) Proposed Solution must provide VM Clone capability for creating cloned instances from source VM for testing or any other purposes. d) Provides virtual machine snapshot function, supports setting manual and periodic snapshots to save virtual machine disk files and memory status information to image files. e) Supports clustering of multiple physical servers, and can perform dynamic resource scheduling based on CPU, memory, network traffic, storage capacity, disk IO and other resource utilization. f) Supports setting read and write limits for virtual machine disk IOPS and I / O rates. g) Support virtual machine inbound, outbound, and inbound-outbound security access control functions, and can set access rules based on IP, MAC, port number, time period, etc. h) Virtualization software has a built-in backup module, which enables full, incremental, and differential backup of virtual		

			machines without the need to install backup software separately. It has no impact on business operations during backup, and supports scheduled backup (day, week, and month) settings. Backup strategy can be refined to minutes. i) Provides the dynamic load balancing function of virtual machine storage. The storage characteristics are used to determine the optimal location of virtual machine data when it is created and used. Non-disruptive automatic migration based on performance parameters and capacity of storage volume IO and IOPS can be eliminated to eliminate Storage risks. j) Proposed Solution must provide VM vMotion/live migration capability to live migrate VMs to any nodes in the Cluster without any downtime. k) Proposed Solution must provide the capability to automatically hot-add resources including vCPUs and Memory real-time based on VM contention. l) Proposed Solution must provide automated Resource Scheduling and Load Balancing capability for balanced performance on all nodes across the cluster. m) Proposed Solution must provide Distributed Switch capability to configure and administer switching for the entire Cluster. n) Supports flexible configuration of resource expansion and contraction strategies, and can dynamically clone or delete virtual machines based on virtual machine CPU, memory, connection number, storage capacity, disk IO and other parameters to meet the requirements of "use more virtual machine to provide services and use less virtual machines to provide services according to the business. The entire process does not require manual intervention. At the same time, it supports unified load monitoring and load status display of the business virtual machine set. o) Provides application-level HA functions, which can automatically detect and automatically repair application failures in the virtual machine without installing an agent inside the virtual machine, including but not limited to Apache Tomcat, JDK, Apache HTTP Server, MySQL, SQL Server, Applications such as SharePoint, and support user-defined scripts for application status monitoring. p) Proposed Solution must provide Hardware Health Check capability to Monitor CPU, Memory, Network Interface Card, Hard Drive and RAID Controller etc. q) Provides application-level HA functions, which can automatically detect and automatically repair application failures in the virtual machine without installing an agent inside the virtual machine, including but not limited to Apache Tomcat, JDK, Apache HTTP Server, MySQL, SQL Server, Applications such as SharePoint, and support user-defined scripts for application status monitoring		
		4. Storage Virtualization			
			a) Proposed Solution must provide SSD based Read Caching and Write Buffer capability to improve the performance of the I/O. b) Proposed Solution must provide Automated Data Rebuilding capability to restore redundancy in case of any Disk or Node Failure. c) One node can support virtualization and 3 types of storage functions (block, file, object) at the same time. At least 3 node clusters can provide virtualization, distributed block, object and file storage services at the same time. Among them, object and file services must be provided on the host machine, and the same brand as the self-developed hyper-convergence and cannot be provided in the form of an application running on a virtual machine. d) File storage support protocols include: FTP, CIFS, NFS, HTTP; Provides a variety of NAS value-added service functions, including: authority management, snapshot management (WORM), shared directory management, etc.; NAS services can adopt multi-service nodes for high availability and support load balancing. e) Object storage, compatible with S3 and other interfaces, supporting management through HTTP or cli f) The Striped data multi copy mechanism is adopted to ensure the data reliability. The storage software divides the physical hard disk into chunks of 4MB size to save the data.		

The redundancy mode of RAID1 is not allowed. Independent hot spare is not needed in the storage node.

g) Supports 2~5 copies, and can be selected arbitraril, proposed HCI solution must be configured with at least 3 copies protection

h) Three nodes support the deployment of three copies. It is not allowed to add additional hard disks (groups), capacity, or nodes to satisfy the replication strategy. Make full use of the resources of each disk and each node.

i) Flexible requirements for redundancy strategy: A group of hard disk pools (groups) can support both 2-copy and 3- copy strategies to maximize the use of disk capacity. There is no need to use additional disk groups to carry two different strategies, which greatly reduces customer costs. In addition, support for "online" adjustment of virtual machine disk redundancy strategy greatly facilitates operation and maintenance and avoids interruption of business.

j) Data balance requirements: It is required to automatically balance the data when it is placed, and it is not allowed to delay the balance or choose another balance time and strategy. This can ensure the smooth operation of customer services, otherwise it will take up bandwidth and affect the business by finding another time to balance it.

k) Support the erasure code feature, support the erasure code protection from N + 1 to N + 4, and support the failure of any 4 nodes without data loss and system shutdown

l) Support storage QoS policy, specify service priority according to business pressure; support volume QoS, data recovery QoS, support setting data recovery policy with hard disk pool as granularity.

m) Supports disk replacement wizard, provides a graphical and wizard-based interface, supports hot-swappable replacement of hard disks, and brings more efficient maintainability

5. Network Virtualization

a) Supports setting the virtual machine network priority level. When the bandwidth of the physical network card is congested, it can ensure that high-priority key services can be allocated as much network I/O resources as possible.

b) Support to specify the IP address and port number of the NetFlow collector, and the traffic flowing through the vSwitch will be sent to the specified NetFlow collector. Support to define flows according to the five-tuple of business traffic IPv4 packets (source IP address, destination IP address, source port number, destination port number, protocol number).

c) Support port mirroring, copy the messages of the designated port to the port connected to the data monitoring device, so that users can use the data monitoring device to analyze these copied messages for network monitoring and troubleshooting.

d) Support NIC pass-through. Through the IOMMU technology, the physical network card is transparently transmitted to a virtual machine on the host, the virtual machine monopolizes the physical network card, and fully owns the physical network card resources and performance.

e) Supports the creation of network policy templates and uses network policy templates that span multiple virtual ports to simplify port configuration. The template defines a set of network policy attributes, including VLAN, QoS, ACL, network priority, etc.

6. Backup Functions

a) Proposed Solution must be fully Compatible with Compute Hypervisor

b) Proposed Solution must provide the capability to take full / Incremental level VM Backups.

c) Proposed Solution must provide Automated Scheduling for Backups based on Hourly, Daily, weekly etc. scheduling.

d) Proposed Solution must support to configure Internal Virtual Storage, External SAN or NAS to be Backup repository for Storing Virtual Machine Backups.

e) Proposed Solution must support Industry's common storage protocols such as iSCSI, FC or Network File Sharing (NFS)

f) Proposed Solution will not be limited to specific number of VMs and will support unlimited number of VMs for future scalability.

		TOR Switches (4 TOR Switches)		
		• Should have Ethernet Switch with 12*1G/10GBase-X SFP Plus Ports (Loaded with 6 x Multimode Short Range 10G SFPs Transceiver modules • 2 x 150W+ Asset-manageable AC Power Supply Module in each switch Software update patches required, whenever available during support period • Operating temperature: 0ºC to 45ºC		
		Warranty		
		• 3- Years ND Standard Equipment warranty from OEM • Must Quote 3 Years Software Upgrade & OEM 24x7 Technical Support • Must Quote 3 Years ND Hardware Warranty Service • Must Have OEM registered legal entity with SECP • Must Provide OEM Manufacturer Authorization Letter		
		Uninterruptible power supply (UPS)		
		• Main Input Voltage : 400 V 3 phases • Product or component type : Uninterruptible power supply (UPS) • Other Input Voltage : 380 V 415 V • Main Output Voltage : 400 V 3 phases • Maximum configurable power in VA: 15 kVA • Maximum configurable power in W:15 kW • Output frequency : 50 Hz sync to mains, 60 Hz sync to mains • Harmonic distortion : Less than 3 % • Output harmonic distortion : < 3% linear load • Output voltage tolerance : +/- 1.5 % • UPS type : Double conversion online • Warranty: 3 year on-site repair or replace with factory authorized Start-Up		
2	Centralized/ Server based Antivirus Solution	Kaspersky Endpoint Total Security for Business or equivalent	300 Clients	2 year

LOT-2				
S.No.	Item Description	Specification	Qty.	Warranty period
1	LaserJet Printer (standard) HP M4003DW or equivalent	Processor speed: 1200Mhz, Printer Speed: up to 42ppm, Auto Duplex printing: auto, Connectivity: Wi-Fi , High speed USB 2.0 direct printing. Duty cycle: 80,000 pages monthly, Printer quality (Black): 1200x1200dpi, Memory: 256MB. Max, input capacity: up to 900 sheets, Max. output capacity: up to 150 sheets	74	1 year
2	Network LaserJet Printer HP M611DN or equivalent	Processor speed: 1.2Ghz, Printer Speed: up to 61ppm, Auto Duplex printing: auto, Connectivity: Gigabit Ethernet, High speed USB 2.0 direct printing. Storage: 4GB EMMC, Duty cycle: 275,000 pages monthly, Printer quality (Black): 1200x1200dpi, Memory: 1.5GB, Paper handling input: up to 550 sheets, Paper handling output: up to 500 sheets	36	1 year
3	Branded Desktop Computers (HP, Dell, Lenovo) or equivalent	**Processor:** Intel® Core™ i7-14700 with Intel UHD Graphics (1.5 GHz E-core base frequency, 2.1 GHz P-core base frequency, up to 4.2 GHz E-core Max Turbo frequency, up to 5.3 GHz P-core Max Turbo frequency, 33 MB L3 cache, 8 P-cores and 12 E-cores, 28 threads), supports Intel® vPro® Technology **Chipset:** Intel® H670; Intel® H770 **Memory:** ; 16 GB DDR5-5600 SDRAM (1 X 16GB DIMM), **Graphics:** Intel® UHD Graphics **Storage:** 1 TB NVME PCIe M.2 SSD **Audio:** Realtek ALC3867 codec, universal audio jack with CTIA headset support, audio line-out rear ports (3.5 mm), multi-streaming capable + Internal Speaker **Network:** Integrated GBE LOM + Realtek 8852BE Wi-Fi 6 +Bluetooth 5.3 WW WLAN with 2 Antennas	50	3 year

S.No.	Item Description	Specification	Qty.	Warranty period
		Ports: 2 USB Type-A 10Gbps signaling rate, 3 USB Type-A 5Gbps signaling rate,1 USB Type-C®,1 headphone/microphone combo (systems with Intel® Core™ 14th Generation processors) ; Rear: 2 USB 2.0 Type-A,1, HDMI,1 DisplayPort™,1 VGA,1 RJ-45,1 power connector,1 serial,1 line in,1 line out **Expansion Slots:** 1 full-height PCI; 2 M.2; 1 PCIe 3 x1; 1 PCIe 4 x16 (1 M.2 slot for WLAN and 1 M.2 2242/2280 slot for storage.) **Operating System:** MS Win 11 Pro 64 with MS Office 2021 License **Input Devices:** USB Keyboard & Mouse **Power Supply:** 180 W Power Supply **Display:** P22v G5 21.5" FHD Display or equivalent		
4	QR Code Readers	Black Copper BC1000 1D, 2D & QR or equivalent	102	1 year
5	Laptop (Lenovo Legion Pro 16IRX9) or equivalent	Processor: Core i-7 14650HX , RAM: 32GB GDDR6, Hard Disk: 1TB SSD M.2 2280 PCIe@4.0x4 NVMe, Graphic Card: RTX4060 8GB, Display: 16" WQXGA, OS: Licensed MS windows 11 Pro 64-bit. Licenses MS Office ProPlus 2021	02	1 year
LOT-3				
1	Interactive LED	Huawei IdeaHub Pro 86" or equivalent	02	1 year
LOT-4				
1	Photocopier Machine (Ricoh IM5000 or equivalent)	Printing Process : Twin Laser beam Scanning & electro-photographic printing Control Panel: 10.1" Smart Operation Panel Output Speed Copy/Print: 50 ppm First Page Out Time: 2.7 seconds Warm-Up Time: 19.1 seconds Resolution: 600 x 600 dpi System Memory: 2 GB RAM Maximum Copy Quantity: Up to 999 copies Duplexing: Automatic (Standard) Zoom Range: From 25% to 400% in 1% steps Supported Paper Sizes: Tray 1 and 2: Letter, Legal, Ledger, HLT, A3-A6, B4-B6, Envelopes, Bypass tray: Letter, Legal, Ledger, HLT, A3-A6, B4-B6, Envelopes, Custom size Supported Paper Weights: Trays: 60 - 300 g/m^2 , Bypass: 52 - 300 g/m^2 , Duplex: 52 - 256 g/m^2 Supported Paper Types: Plain, Recycled, Special, Color, Letterhead, Cardstock, Preprinted, Bond, Coated, Envelope, Label, OHP Standard Paper Capacity: 1,200 sheets Maximum Paper Capacity: 4,700 sheets Standard Output Capacity: 500 sheets Maximum Output Capacity: 3,625 sheets Power Source: 120-127V/12A 60Hz	02	1 year
2	Copy Printer	Ricoh DD 3344 Copy Printer or equivalent	01	1 Year

IMPORTANT NOTE-1

1. Price of all items in a LOT should be quoted otherwise bid(s) shall not be accepted.

2. Tier-1 partnership is not mandatory for Lot-2 Sr.No.4 & 5.

IMPORTANT NOTE-2

It will be responsibly of the successful bidder(s) to:-

1. Deliver requisite IT equipment at Islamabad, Lahore, Karachi, Peshawar or Quetta at their own expense.

2. Install, configure the IT items, as per requirements of the Purchaser and provide necessary training to the concerned staff of the Purchaser.

3. Provide all accessories provided by the Original Equipment Manufacturers.

4. Replace faulty part(s) with genuine part(s) at his own expense during warranty period of all the IT equipment mentioned in Annexure – A.

FORMS & OTHER REQUIRED DOCUMENTS

Technical Proposal Submission Form

[Location, Date]

To

Director General (PIDP Cell),

Chairman, Purchase Committee,

Supreme Court of Pakistan, Islamabad

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your invitation for Proposal/Tender Document No._____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

We also confirm that the Government of Pakistan has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To   Director General (PIDP Cell),

        Chairman, Purchase Committee,

        Supreme Court of Pakistan, Islamabad.

Dear Sir,

        We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your invitation for Proposal No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

        Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

        We also declare that the Government of Pakistan has not declared us ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

        We understand you are not bound to accept any Proposal you receive.

        Signed

        In the capacity of:

        Duly authorized to sign the proposal on behalf of the Applicant.

        Date:

Price Schedule/ Financial Cost Sheet

LOT	Sr. No.	Item Description	No of Units/ QTY (1)	Unit Rate (Excl. Taxes) Rs. (2)	Total Taxes (3)	Unit Rate (Incl. all Taxes) Rs. (2+3=4)	Total Cost (Incl. all Taxes) Rs (1x4=5)
1	1	Hyper converged Infrastructure (HCI) solution					
	2	Centralized/ Server based Antivirus Solution					
						Lot-1 Total Price	X
2	1	LaserJet Printers (Standard)					
	2	Network LaserJet Printers					
	3	Branded Desktop Computer					
	4	Bar Code Readers					
	5	Laptop (heavy duty)					
						Lot-2 Total Price	X
3	1	Interactive LED					
						Lot-3 Total Price	X
4	1	Photocopier Machine					
	2	Copy Printer					
						Lot-4 Total Price	X

Notes to Price Table:

   i.   Hardware quoted must be legally imported in Pakistan after paying all taxes.

   ii.   Price of all items in a LOT should be quoted otherwise bid shall not be accepted.

Total Cost (in words) Rs. _____

Date _____

                                        Signature of authorized person

                                        Name:

                                            (Company Seal)

_____

In the capacity of

Duly authority by

 Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Format for Covering Letter

To

      Director General(PIDP Cell),

      Chairman Purchase Committee,
      Supreme Court of Pakistan,
      Islamabad.

Sub: **Tender for Procurement of IT Equipment, Tender No. SCP/03-2024-25/ITD**

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of _____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

_____

Authorized Signatures with Official Seal

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2025

Signature

                                         (Company Seal)

_____

In the capacity of

Duly authorized to sign bids for and on behalf of:

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____ , Tender No._____, item No._____(hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____day of 20__.

GUARANTOR

Signature   _____

CNIC #   _____

Name   _____

Designation   _____

Address   _____

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No._____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs._____(10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later**.

Date this _____day of 20__.

GUARANTOR

Signature   _____
CNIC #   _____
Name   _____
Designation   _____
Address   _____

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No:_____Yes:_____ (See below)

Litigation and Arbitration During Last three (3) Years

Year   Matter in Dispute   Value of Award Against
                                                                                       Contract in PAK Rupees

                                                                   _____

                                                                   Authorized Signatures with Official Seal

PART-II

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

PROCUREMENT OF IT EQUIPMENT

[Name of Contractor]

Dated:

Contract Agreement:

This CONTRACT AGREEMENT (this "Contract") made as of the _____[day] of _____[month], _____[year], between **Supreme Court of Pakistan** (the "Purchaser"), on the one part, and _____[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

RECITALS

WHEREAS,

   (a) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and

   (b) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.

3. The following shall be deemed to form and be read and construct as part of this Contract:

   a. The Tender Document
   b. Bidder's Proposal
   c. Terms and Conditions of the Contract
   d. The Technical Specifications
   e. Price Schedule
   f. Affidavit
   g. Authorized Dealership / Agency Certificate
   h. Performance Security

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[Supreme Court of Pakistan]**   For **[   ]**

WITNESSES:

Name _____   Name _____

Signature _____   Signature _____
CNIC # _____   CNIC # _____

1. **Terms & conditions of Contract Form**
   Terms & condition laid down in contract/form are part & parcel of the Bid documents and shall apply to successful bidder(s) under the Tender.

2. **Contract**
   A contract will be signed between Supreme Court of Pakistan and the successful Tenderer.

3. **Contract Duration or issuing of purchase order**
   The Contract duration shall be equal to warranty period of the equipment, starting from the date of delivery, installation, deployment & commissioning of all Goods/Equipment/Items till end of warranty period.

4. **Contract Language**
   The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

5. **Standards**
   The Goods supplied and the Services provided under this Contract shall conform to the authoritative latest industry standards.

6. **Execution Schedule / Delivery**
   6.1 The Contractor shall deliver ordered Goods/ equipment within **eight (08) weeks** from the issuance of Purchase Order. During project implementation and the warranty period, the Contractor shall provide maintenance, supply and procurement support necessary to maintain all system, at the contracted performance and reliability level.

   6.2 The Contractor shall arrange and pay for the transport of the Goods to the place of destination i.e. Islamabad, Karachi, Lahore, Peshawar and Quetta.

7. **Packing**
   The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be paid by the Contractor.

8. **Installation and Implementation**
   The Contractor shall install and configure the supplied equipment as per requirement of Supreme Court of Pakistan. A document stating step-by-step procedures for installation along-with all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling will also be provided by the Contractor to the Purchaser.

9. **Inspection and Testing**
   The Supreme Court of Pakistan may reject the Goods if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost.

10. **Warranty**

The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site. The Contractor shall warrant that the supplied Goods, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, shall have no defect. The Contractor shall also provide standard Manufacturer's warranty (hereinafter referred as Warranty Period), which will include free, on site repair (within 48 hours of intimation) / replacement of defective / damaged parts and labor, within two weeks.

11. **Ownership of Goods and Replaced Components**

Goods to be supplied, pursuant to the Contract, shall become the property of the Supreme Court of Pakistan. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

12. **Payment**

The Contractor shall submit an Application for Payment. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, the Services provided and the Works done, up to the date of the Application for Payment. Payment shall not be made in advance and against partial deliveries. The Supreme Court of Pakistan shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through cheque. Payment shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

13. **Liquidated Damages**

Unless the delay in delivery is caused by force majeure, if the Contractor fails / delays in supply / performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Supreme Court of Pakistan may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods / the Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 20% of the Contract Price.

14. **Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Supreme Court of Pakistan may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Public Procurement Rules, 2004.

15. **Forfeiture of Performance Security**

The Performance Security shall be forfeited by the Supreme Court of Pakistan, on occurrence of any / all of the following conditions:

i). If the Contractor commits a default under the Contract;
ii). If the Contractor fails to fulfill any of the obligations under the Contract;
iii). If the Contractor violates any of the terms and conditions of the Contract;
iv). Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

16. **Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

17. **Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Supreme Court of Pakistan shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

18. **Training include in Goods & Services**

The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Supreme Court of Pakistan to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

19. **Documentation**

The Contractor shall furnish the user documentation, the operation manuals, and service manuals of the supplied Goods and other information pertaining to the performance of the Goods, in hard/ soft copy format, before the Goods are taken over by the Supreme Court of Pakistan.

20. **Arbitration**

All claims and disputes arising out of or relating to this agreement shall be referred by the aggrieved party to the sole Arbitrator i.e. Director General (HRC), Supreme Court of Pakistan.

SDD(N)	**SDD(S)**	**Director IT**	**A.O(B)**	**DDO**	**DR(A)**
Member	Member	Member	Member	Member	Member

Director General
(Planning, Infrastructure Dev. & Procurement Cell)
Chairman