REQUEST FOR PROPOSAL

For

"Procurement of Cloud Services for the Supreme Court of Pakistan"

(National Open Competitive Bidding under Single Stage Single Envelope Procedure

of PublicProcurement Rules-2004)

RFP No. SCP /ITD-Cloud Services/01/2025

June 2025

Supreme Court of Pakistan
Constitution Avenue,
Islamabad
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RFP Documents for "Procurement of Cloud Services for the Supreme Court of Pakistan"

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I -   **Invitation to Proposals**

Section II-   **Instructions to Cloud Service Providers (ITCSP)**
> This Section provides information to help Cloud Service Providers prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts.

Section III-   **Proposal Data Sheet (PDS)**
> This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Cloud Service Providers (ITCSP).

Section IV -   **Eligible Countries**
> This Section contains information regarding eligible countries.

Section V -   **Evaluation Criteria, Technical Specifications, Schedule of Requirements**
> This Section includes the details of specifications for the cloud services to be procured and schedule of requirements.

Section VI -   **Standard Forms**
> This Section includes the standard forms for the Proposal Submission, Price Schedules, and Proposal Security etc. These forms are to be completed and submitted by the Cloud Service Provider as part of its Proposal.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII -   **General Conditions of Contract (GCC)**
> This Section includes the general clauses to be applied in all the contracts.

Section VIII -   **Special Conditions of Contract (SCC)**
> This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

Section IX -   **Contract Forms**
> This Section contains forms which, once completed, will become part of the Contract. The forms for Performance Guarantee will be submitted by the successful Cloud Service Provider to whom Letter of Acceptance is issued, before the award of contract.
>
> **Integrity Pact**
>
> The successful Cloud Service Provider shall be required to furnish Integrity Pact as per the attached format

PART A – BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO PROPOSALS

SUPREME COURT OF PAKISTAN

Invitation to Proposals
RFP No. SCP /ITD-Cloud Services/01/2025

1. This Request for Proposals (RFP) follow the Procurement Advertisement No. *RFP No. SCP/ITD-Cloud Services/01/2025* for the **"Procurement of Cloud Services for the Supreme Court of Pakistan".**

2. Supreme Court of Pakistan (SCP) invites sealed bids from eligible Cloud Service Providers to acquire *Cloud Services* for a period of one year.

3. The subject procurement shall be conducted in accordance with Rule 36(a) - Single Stage One Envelope Procedure of the Public Procurement Rules 2004 (PPRA-2004) and shall be evaluated on Most Advantageous Bid in terms of the provisions prescribed in 2(h) of PPRA rules 2004 and any other Regulations, Procurement Guidelines, or Instructions issued by the Authority (from time to time) and is open to all potential Cloud Service Providers.

4. All Proposals must be accompanied by a Proposal Security in an acceptable form amounting to **PKR 100,000/-** (Rupees One Hundred Thousand only).

5. RFP Documents containing detailed Terms & Conditions, Specification and Requirements etc. can be directly downloaded from the SCP website at www.supremecourt.gov.pk. In case of any discrepancy/conflict, provisions of RFP Documents including any addenda posted on the procuring agency's website, shall prevail.

6. The Proposals prepared in accordance with the instructions provided in the RFP Documents must be delivered in a hard copy submitted (in person, or by post) at the address given below on or before **19.06.2025 at 11:00 AM (PST)** which shall be opened on the same day at **11:30 AM (PST) in the office of Additional Registrar(Admn), Chairman Purchase Committee, Supreme Court of Pakistan,** in the presence of representatives of firms who may choose to be present.

7. This Invitation to Proposal is also available on websites: www.supremecourt.gov.pk & www.ppra.org.pk.

Additional Registrar (Admn)
Chairman
Purchase Committee
Supreme Court of Pakistan
Constitution Avenue, Islamabad
Ph.No. (051)–9220582-99

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Section II: Instructions to Cloud Service Providers (ITCSPs)

	A. Introduction
1. Scope of Proposal	1.1 The Procuring Agency (PA), as indicated in the **Proposal Data Sheet (PDS)** invites Proposals for the provision of Cloud Services as specified in the PDS and in **Section V - Technical Specifications& Schedule of Requirements**. The name, identification and number of items/deliverables are provided in the **PDS**. National Open Competitive bidding under Single Stage One Envelope procedure shall be used. The successful Cloud Service Providers will be expected to provide the services within the specified period and timeline(s) as stated in the **PDS**.
2. Sources of Funds	2.1 Source of funds is referred in Clause-2 of the Invitation to Proposals.
3. Eligible Cloud Service Providers	3.1 A Cloud Service Provider may be company or firm or public or semi-public agency of Pakistan or of any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution ofthe Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the **PDS**, who shall have the authority to conduct all business for and on behalf of any and allthe members of the joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of contract.
	3.2 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3 A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Proposal.
	3.4 Any Proposal submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5 The Invitation for Proposals is open to all prospective Cloud Service Providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6 Foreign Cloud Service Providers must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose, the Cloud Service

		Provider must have to initiate the registration process before the Proposal submission and the necessary evidence shall be submitted to the procuring agency along with their Proposal, however, the final award will be subject to the complete registration process.
	3.7	A Cloud Service Provider shall not have a conflict of interest. All Cloud Service Providers found to have a conflict of interest shall be disqualified. A Cloud Service Providers may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.7   A Cloud Service Provider shall not have a conflict of interest. All Cloud Service Providers found to have a conflict of interest shall be disqualified. A Cloud Service Providers may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

a. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of goods and related services to be procured under this Invitation for Proposals.

b. have controlling shareholders in common; or

c. receive or have received any direct or indirect subsidy from any of them; or

d. have the same legal representative for purposes of this Proposal; or

e. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Cloud Service Provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or

f. Submit more than one Proposal in this Bidding process.

3.8   A Cloud Service Provider may be ineligible if –

a. declared bankrupt or, in the case of company or firm, insolvent;

b. payments in favor of the Cloud Service Provider is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

c. legal proceedings are instituted against such Cloud Service Provider involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

d. the Cloud Service Provider is convicted, by a final judgment, of any offence involving professional conduct;

e. the Cloud Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Proposal securing declaration.

	f. The firm, Cloud Service Provider and contractor is blacklistedor debarred by a foreign country, international organization, or other foreign institutions for the period defined by them. 3.9 Cloud Service Providers shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively. 3.10 Cloud Service Providers shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request. 3.11 Cloud Service Providers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Proposal price is envisaged.
4. One Proposal per Cloud Service Provider	4.1 A Cloud Service Provider shall submit only one Proposal, in the same Bidding process, either individually as a Cloud Service Provider or as a member in a joint venture or any similar arrangement. 4.2 No Cloud Service Provider can be a sub-contractor while submitting a Proposal individually or as a member of a joint venture in the same Bidding process. 4.3 A person or a firm cannot be a sub-contractor with more than one Cloud Service Provider in the same Bidding process.
5. Cost of Bidding	5.1 The Cloud Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
B. RFP Documents	
6. Contents of Request for Proposal Document	6.1 The services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation to Proposals, the RFP Documents which should be read in conjunction with any addenda issued in accordance with **ITCSP 8.1** include: **Section I** Invitation to Proposals **Section II** Instructions to Cloud Service Providers (ITCSPs) **Section III** Proposal Data Sheet (PDS) **Section IV** Eligible Countries **Section V** Evaluation Criteria, Technical Specifications, Schedule of Requirements **Section VI** Standard Forms **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms

	6.2	The number of copies to be completed and returned with the Proposal is specified in the **PDS.**
	6.3	The Procuring Agency is not responsible for the completeness of the RFP Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the Cloud Service Provider for filling the forms.
	6.4	The Cloud Service Provider is expected to examine all instructions, forms, terms and specifications in the RFP Documents. Failure to furnish all the information required in the RFP Documents will be at the Cloud Service Provider's risk and may result in the rejection of his Proposal.
7. Clarification of RFP Documents	7.1	A prospective Cloud Service Provider requiring any clarification of the RFP Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **PDS.**
	7.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Proposals as prescribed in **ITCSP 22.1.** However, this clause shall not apply in case of alternate methods of Procurement.
	7.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Cloud Service Providers through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the RFP Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	7.4	Should the Procuring Agency deem it necessary to amend the RFP Documents as a result of a clarification, it shall do so following the procedure under **ITCSP 8.**
	7.5	If indicated in the **PDS**, the Cloud Service Provider's designated representative is invited at the Cloud Service Provider's cost to attend a Pre-Proposal meeting at the place, date and time mentioned in the **PDS**. During this pre-proposal meeting, prospective Cloud Service Providers may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the RFP Documents.
	7.6	Minutes of the Pre-Proposal meeting, if applicable, including the text of the questions asked by Cloud Service Providers, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Cloud Service Providers who have obtained the RFP Documents. Any modification to the RFP Documents that may become necessary as a result of the pre-proposal meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to

	ITCSP 8. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Cloud Service Provider.
8. Amendment of RFP Documents	8.1 Before the deadline for submission of Proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Cloud Service Provider or pre-proposal meeting may modify the RFP Documents by issuing addenda. 8.2 Any addendum issued including the notice of any extension of the deadline shall be part of the RFP Documents pursuant to **ITCSP 6.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the Cloud Service Providers who have obtained the RFP Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the **PDS**: Provided that the Cloud Service Provider who had either already submitted their Proposal or handed over the Proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Proposal and submit the revised Proposal prior to the original or extended Proposal submission deadline. 8.3 To give prospective Cloud Service Providers reasonable time in which to take an addendum/corrigendum into account in preparing their Proposals, the Procuring Agency may, at its discretion, extend the deadline for the submission of Proposals: Provided that the Procuring Agency shall extend the deadline for submission of Proposal, if such an addendum is issued within last three (03) days of the Proposal submission deadline.
**C. Preparation of Proposals**	
9. Language of Proposal	9.1 The Proposal prepared by the Cloud Service Provider, as well as all correspondence and documents relating to the Proposal exchanged by the Cloud Service Provider and the Procuring Agency shall be written in the English language unless otherwise specified in the **PDS**. Supporting documents and printed literature furnished by the Cloud Service Provider may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **PDS**, in which case, for purposes of interpretation of the Cloud Service Provider, the translation shall govern.
10. Documents Constituting the Proposal	10.1 The Proposal prepared by the Cloud Service Provider shall constitute the following components: - a) Form of Proposal and Proposal Prices completed in accordance with **ITCSP 13 and 14;** b) Details of the Sample(s) where applicable and requested in the **PDS.** c) Documentary evidence established in accordance with **ITCSP 12** that the Cloud Service Provider is eligible and/or qualified for the subject Bidding process; d) Documentary evidence established in accordance with **ITCSP 12.3(a)** that the Cloud Service Provider has been authorized to deliver the services in Pakistan;
	e) Documentary evidence established in accordance with **ITCSP 11** that services to be provided by the Cloud Service Provider are eligible services, and conform to the RFP Documents; f) Proposal security or Proposal Securing Declaration furnished in accordance with **ITCSP 17;** g) Duly Notarized Power of Attorney authorizing the signatory of the Cloud Service Provider to submit the Proposal**;** and h) Any other document required in the **PDS**

11. Documents Establishing Eligibility of the Services and Conformity to RFP Documents	11.1 To establish the conformity of the Non-Consulting Services to the RFP document, the Cloud Service Provider shall furnish as part of its Proposal the documentary evidence that Services provided conform to the technical specifications and standards.
	11.2 Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Cloud Service Provider may offer other standards of quality provided that it demonstrates, to the procuring agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified the Section VII, Procuring Agency's Requirements.
	11.3 The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing the Eligibility and Qualification of the Cloud Service Provider	12.1 Pursuant to **ITCSP 10,** the Cloud Service Provider shall furnish, as part of its Proposal, all those documents establishing the Cloud Service Provider's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Proposal is accepted.
	12.2 The documentary evidence of the Cloud Service Provider's eligibility to Proposal shall establish to the satisfaction of the **ProcuringAgency** that the Cloud Service Provider, at the time of submission of its Proposal, is from an eligible country as defined in Section-4 titledas "Eligible Countries".
	12.3 The documentary evidence of the Cloud Service Provider's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of **Procuring Agency** that:
	a. the Cloud Service Provider has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in **PDS**.
	b. in the case of a Cloud Service Provider not doing business within Pakistan, the Cloud Service Provider is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Cloud Service Provider's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications
	c. that the Cloud Service Provider meets the qualification criteria listed in the Proposal Data Sheet.
13. Form of Proposal	13.1 The Cloud Service Provider shall fill the Form of Proposal furnished in the RFP Documents. The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.

14. Proposal Prices	14.1 The Proposal Prices and discounts quoted by the Cloud Service Provider in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in **ITCSP Clause 14** or exclusively mentioned hereafter in the RFP Documents.
	14.2 All items in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	14.3 Items not listed in the Price Schedule shall be assumed not to be included in the Proposal, and provided that the Proposal is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Cloud Service Provider(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive Cloud Service Provider, or b) where there is provision for alternate proposals and the respective items are not listed in the other Proposals, The procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	14.4 The Proposal price to be quoted in the Form of Proposal in accordance with **ITCSP 13.1** shall be the total price of the Proposal, excluding any discounts offered.
	14.5 The Cloud Service Provider shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the services it proposes to provide under the contract.
	14.6 Prices quoted by the Cloud Service Provider shall be fixed during the Cloud Service Provider's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITCSP 28**. The Cloud Service Provider shall quote the prices in accordance with the pricing model such as pay-as-you-go or any other model specified by the procuring agency.
	14.7 If so indicated in the Invitation to Proposals and Instructions to Cloud Service Providers, that Proposals are being invited for individual contracts (Lots) or for any combination of contracts (packages), Cloud Service Providers wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
15. Proposal Currencies	15.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the **PDS**.
	15.2 For the purposes of comparison of Proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP Documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) Proposals specified in the RFP Documents, as notified by the Supreme Court of Pakistan on that day. 15.3 Cloud Service Providers shall indicate details of their expected foreign currency requirements in the Proposal.

16. Proposal Validity Period	16.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Procuring Agency. A Proposal valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Proposal validity will be determined from the complementary Proposal securing instrument i.e., the expiry period of Proposal security or Proposal securing declaration as the case may be.
	16.2 Under exceptional circumstances, prior to the expiration of the initial Proposal validity period, the Procuring Agency may request the Cloud Service Providers' consent to an extension of the period of validity of their Proposals only once, for the period not more than the period of initial Proposal validity. The request and the Cloud Service Providers responses shall be made in writing or in electronic forms that provide record of the content of communication. The Proposal Security provided under **ITCSP 17** shall also be suitably extended. A Cloud Service Provider may refuse the request without forfeiting its Proposal security or causing to be executed its Proposal Securing Declaration. A Cloud Service Provider agreeing to the request will not be required nor permitted to modify its Proposal, but will be required to extend the validity of its Proposal Security or Proposal Securing Declaration for the period of the extension, and in compliance with **ITCSP 17** in all respects.
	16.3 If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Proposal validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Proposal evaluation shall be based on the already quoted Proposal Price without taking into consideration on the above correction.
17. Proposal Security or Proposal Securing Declaration	17.1 Pursuant to **ITCSP 10**, unless otherwise specified in the **PDS**, the Cloud Service Provider shall furnish as part of its Proposal, a Proposal Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the **PDS** or Proposal Securing Declaration as specified in the **PDS** in the format provided in **Section VI (Standard Forms).**
	17.2 The Proposal Security or Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Cloud Service Provider's conduct which would warrant the security's forfeiture, pursuant to **ITCSP 17.9.**
	17.3 The Proposal Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **PDS** which shall be a Bank Draft in the name of the Procuring Agency and valid for **thirty (30) days** beyond the end of the validity of the Proposal. This shall also apply if the period for Proposal Validity is extended. In either case, the form must include the complete name of the Cloud Service Provider.
	17.4 The Proposal Security or Proposal Securing Declaration shall be in accordance with the Form of the Proposal Security or Proposal Securing Declaration included in **Section VI (Standard Forms)** or another form approved by the Procuring Agency prior to the Proposal submission.
	17.5 The Proposal Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITCSP 17.9** are invoked.
	17.6 Any Proposal not accompanied by a Proposal Security or Proposal Securing Declaration in accordance with **ITCSP 17.1 or 17.3** shall be rejected by the Procuring Agency as non-responsive, pursuant to **ITCSP 28**.

	i) Unsuccessful Cloud Service Providers' Proposal Security will be discharged or returned as promptly as possible, however in no caselater than thirty (30) days after the expiration of the period of Proposal Validity prescribed by the Procuring Agency pursuant to **ITCSP 16**. The Procuring Agency shall make no claim to the amountof the Proposal Security, and shall promptly return the Proposal Security document, after whichever of the following that occurs earliest: • the expiry of the Proposal Security; • the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee),is required by the RFP documents; • the rejection by the Procuring Agency of all Proposals; • the withdrawal of the Proposal prior to the deadline for the submission of Proposals, unless the RFP documents stipulatethat no such withdrawal is permitted. ii) The successful Cloud Service Provider's Proposal Security will be discharged upon the Cloud Service Provider signing the contract pursuant to **ITCSP 41**, or furnishing the performance guarantee not exceeding 10% of the contract, pursuant to **ITCSP 42**. iii) The Proposal Security may be forfeited or the Proposal Securing Declaration executed: b) if a Cloud Service Provider: i) withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Agency, and referred by the Cloud Service Provider on the Form of Proposal except as provided for in **ITCSP 16.2**; or ii) does not accept the correction of errors pursuant to **ITCSP 30.2;** or c) in the case of a successful Cloud Service Provider, if the Cloud Service Provider fails: i) to sign the contract in accordance with **ITCSP 41**; or ii) to furnish performance security (or guarantee) in accordance with **ITCSP 42**. iii) 17.10 The proposal security shall be valid for a period specified in **PDS**. Proposals with shorter proposal security validity period shall be rejected straight way.

18. Alternative Proposals by Cloud Service Providers	18.1 Cloud Service Providers shall submit offers that comply with the requirements of the RFP Documents, including the basic Cloud Service Provider's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the **PDS**. If so allowed, **ITCSP 19.2** shall prevail.
19. Withdrawal, Substitution, and Modification of Proposals	19.1 Before Proposal submission deadline, any Cloud Service Provider may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice. 19.2 Proposals requested to be withdrawn in accordance with **ITCSP 19.1** shall be returned unopened to the Cloud Service Providers.

20. Format and Signing of Proposal	20.1 The Cloud Service Provider shall prepare an original and the number of copies of the Proposal as indicated in the **PDS**, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.
	20.2 The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Cloud Service Provider or a person or persons duly authorized to sign on behalf of the Cloud Service Provider. This authorization shall consist of a written confirmation as specified in the **PDS** and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
	20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Cloud Service Provider.
D. Submission of Proposals	
21. Sealing and Marking of Proposals	21.1 The Proposal shall comprise one envelope, Technical & Financial proposal. Each Cloud Service Provider shall submit its Proposal as under:
	a) Cloud Service Provider shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in single envelope.
	b) The envelopes containing the TECHNICAL PROPOSAL and FINANCIAL PROPOSAL will be put in one sealed envelope and addressed / identified as given in **Sub-Clause 21.2.**
	21.2 The envelope shall:
	a) be addressed to the Procuring Agency at the address provided in the Proposal Data;
	b) bear the name and identification number of the contract as defined in the PDS; and provide a warning not to open before the time and date for Proposal opening, as specified in the Proposal Data pursuant to **ITCSP 25.1.**
	c) In addition to the identification required in **Sub- Clause 21.2** hereof, the envelope shall indicate the name and address of the Cloud Service Provider to enable the Proposal to be returned unopened in case it is declared "late" pursuant to **Clause ITCSP 23.**
	b) If envelope is not sealed and marked as required by **ITCSP 21.1** and **ITCSP 21.2** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Proposal.
22. Deadline for Submission of Proposals	22.1 Proposals shall be received by the Procuring Agency no later than the date and time specified in the **PDS.**
	22.2 The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals by amending the RFP Documents in accordance with **ITCSP 8,** in which case all rights and obligations of the Procuring Agency and Cloud Service Providers previously subject to the deadline will thereafter be subject to the new deadline.
23. Late Proposals	23.1 The Procuring Agency shall not consider for evaluation any Proposal that arrives after the deadline for submission of Proposals, in accordance with **ITCSP 22.**
	23.2 Any Proposal received by the Procuring Agency after the deadline for submission of Proposals shall be declared late, recorded, rejected and returned unopened to the Cloud Service Provider.

| 24. **Withdrawal of Proposals** | 24.1 A Cloud Service Provider may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposals. |
| | 24.2 Revised Proposal may be submitted after the withdrawal of the original Proposal in accordance with the provisions referred in **ITCSP 21.** |

E. Opening and Evaluation of Proposals	
25. **Opening of Proposals**	25.1 The Procuring Agency will open all Proposals, in public, in the presence of Cloud Service Providers' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the **PDS**. The Cloud Service Providers' representatives present shall sign a register as proof of their attendance.
	25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Cloud Service Provider. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
	25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Cloud Service Provider unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at Proposal opening.
	25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposals. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.
	25.5 Other envelopes holding the Proposals shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Cloud Service Providers names, the Proposal prices, the total amount of each Proposal and of any alternative Proposal (if alternatives have been requested or permitted), any discounts, the presence or absence of Proposal Security, Proposal Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	25.6 The Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **PDS** in the presence of Cloud Service Providers` designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency untilthe specified time of their opening.
	25.7 The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Cloud Service Provider; (b) whether there is a modification or substitution; (c) the presence of a Proposal Security, if required;

		and (d) Any other details as the Procuring Agency may consider appropriate.
	25.8	Proposals not opened and not read out at the Proposal opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Cloud Service Provider which is not read out at Proposal opening shall not be considered further.
	25.9	Cloud Service Providers are advised to send in a representative with the knowledge of the content of the Proposal who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Cloud Service Provider's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Cloud Service Provider's Proposal.
	25.10	No Proposal will be rejected at the time of Proposal opening except for late Proposals which will be returned unopened to the Cloud Service Provider, pursuant to **ITCSP 23.**
	25.11	The Procuring Agency shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Cloud Service Provider and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Proposal Security or Proposal Securing Declaration.
	25.12	The Cloud Service Providers' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Cloud Service Provider's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Cloud Service Providers.
	25.13	A copy of the minutes of the Proposal opening shall be furnished to individual Cloud Service Providers upon request.
	25.14	After the evaluation and approval of technical proposal the procuring agency, shall at a time within the Proposal validity period, publically open the financial proposals of the technically accepted Proposals only. The financial proposal of Proposals found technically non-responsive shall be returned un-opened to the respective Cloud Service Providers subject to redress of the grievances from all tiers of grievances.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Cloud Service Providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2	Any effort by a Cloud Service Provider to influence the Procuring Agency processing of Proposals or award decisions may result in the rejection of its Proposal.
	26.3	Notwithstanding **ITCSP 27.2** from the time of Proposal opening to the time of contract award, if any Cloud Service Provider wishes to

	contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

27. Clarification of Proposals	27.1 To assist in the examination, evaluation and comparison of Proposals of the Cloud Service Providers, the Procuring Agency may, ask any Cloud Service Provider for a clarification of its Proposal including breakdown of prices**.** Any clarification submitted by a Cloud Service Provider that is not in response to a request by the Procuring Agency shall not be considered.
	
	27.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted.
	
	27.3 The alteration or modification in the PROPOSAL which in any affect the following parameters will be considered as a change in the substance of a Proposal:
	
	    a. evaluation & qualification criteria;
	    b. required scope of work or specifications;
	    c. all securities requirements;
	    d. tax requirements;
	    e. terms and conditions of RFP Documents.
	    f. change in the ranking of the Cloud Service Provider
	
	27.4 From the time of Proposal opening to the time of Contract award if any Cloud Service Provider wishes to contact the Procuring Agency on any matter related to the Proposal it should do so in writing or in electronic forms that provide record of the content of communication.

28. Preliminary Examination of Proposals	28.1 Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:
	
	    a. meets the eligibility criteria defined in **ITCSP 3** and **ITCSP 4**;
	    b. has been prepared as per the format and contents defined by the Procuring Agency in the RFP Documents;
	    c. has been properly signed;
	    d. is accompanied by the required securities; and
	    e. is substantially responsive to the requirements of the RFP Documents.
	
	The Procuring Agency's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.
	
	28.2 A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP Documents, without material deviation or reservation. A material deviation or reservation is one that: -
	
	    a. affects in any substantial way the scope, quality, or performance of the Services;

	b. limits in any substantial way, inconsistent with the RFP Documents, the Procuring Agency's rights or the Cloud Service Providers obligations under the Contract; or c. if rectified, would affect unfairly the competitive position of other Cloud Service Providers presenting substantially responsive Proposals. 28.3 The Procuring Agency will confirm that the documents and information specified under **ITCSP 10, 11** and **12** have been provided in the Proposal. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Cloud Service Providers, the Proposal shall be rejected. 28.4 If a Proposal is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
29. Examination of Terms and Conditions; Technical Evaluation	29.1 The Procuring Agency shall examine the Proposal to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Cloud Service Provider without any material deviation or reservation. 29.2 The Procuring Agency shall evaluate the technical aspects of the Proposal submitted in accordance with **ITCSP 21,** to confirm that all requirements specified in **Section V – Schedule of Requirements**, **Technical Specifications** of the RFP Documents have been met without material deviation or reservation. 29.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Proposal is not substantially responsive in accordance with **ITCSP 28,** it shall reject the Proposal.
30. Correction of Errors	30.1 Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

	30.2 The amount stated in the Proposal will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Cloud Service Provider, shall be considered as binding upon the Cloud Service Provider. If the Cloud Service Provider does not accept the corrected amount, its Proposal will then be rejected, and the Proposal Security may be forfeited or the Proposal Securing Declaration may be executed in accordance with **ITCSP 17.9.**

31. Conversion to Single Currency	31.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of Proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP Documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) Proposals specified in the RFP Documents, as notified by the Supreme Court of Pakistan on that day.
	31.2	The currency selected for converting Proposal prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **PDS**.
32. Evaluation of Proposals	32.1	The Procuring Agency shall evaluate and compare only the Proposals determined to be substantially responsive, pursuant to **ITCSP 28**.
	32.2	In evaluating the Technical Proposal of each Proposal, the Procuring Agency shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
33. Domestic Preferences	33.1	Not Applicable in case of Services
34. Determination of Most Advantageous Proposal	34.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Proposal with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Proposal.
	34.2	The Procuring Agency may adopt the Quality & Cost Based Selection Technique: In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria,and may determine the ranking of the Cloud Service Providers on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
35. Abnormally Low Financial Proposal	35.1	Where the Proposal price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply: (a) The Procuring Agency may reject a Proposal if the Procuring Agency has determined that the price in combinationwith other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Cloud Service Provider to perform that contract (b) Before rejecting an abnormally low Proposal the Procuring Agency shall request the Cloud Service Provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low; (c) The decision of the Procuring Agency to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Cloud Service Provider concerned; (d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Proposal; and (e) An abnormally low Proposal means, in the light of the

	Procuring Agency's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Proposal (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the Proposal price with the cost estimate; (ii) Comparing the Proposal price with the Proposals offered by other Cloud Service Providers submitting substantially responsive Proposals; and (iii) Comparing the Proposal price with prices paid in similar contracts in the recent past either government- or development partner-funded. 35.2 The Procuring Agency will determine to its satisfaction whether the Cloud Service Provider that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITCSP 12.3**.

	35.3 The determination will take into account the Cloud Service Provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Cloud Service Provider's qualifications submitted by the Cloud Service Provider, pursuant to **ITCSP 12.3**, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these RFP Documents shall not be used in the evaluation of the Cloud Service Providers' qualifications. 35.4 Procuring Agency may seek "Certificate for Independent Price Determination" from the Cloud Service Provider and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the Cloud Service Provider. The Cloud Service Provider shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc. 35.5 An affirmative determination will be a prerequisite for award of the contract to the Cloud Service Provider. A negative determination will result in rejection of the Cloud Service Provider's Proposal, in which event the Procuring Agency will proceed to the next ranked Cloud Service Provider to make a similar determination of that Cloud Service Provider's capabilities to perform satisfactorily.

	F. Award of Contract
36. Criteria of Award	36.1 Subject to **ITCSP 37**, the Procuring Agency will award the Contract to the Cloud Service Provider whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Cloud Service Provider, provided that such Cloud Service Provider has been determined to be: a) eligible in accordance with the provisions of **ITCSP 3**; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
37. Negotiations	37.1 Negotiations may be undertaken with the Most Advantageous Proposal relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the RFP documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding; 37.2 Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Cloud Service Provider for negotiations. Where negotiations are commenced with the next ranked Cloud Service Provider, the Procuring Agency shall not reopen earlier negotiations.
38. Procuring Agency's Right to reject All Proposals	38.1 Notwithstanding **ITCSP 36**, the Procuring Agency reserves the right to reject all the Proposals, and to annul the Bidding process at any time prior to Acceptance of a Proposal, without thereby incurring any liability to the affected Cloud Service Providers. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

	38.2 Notice of the rejection of all Proposals shall be given promptly to all Cloud Service Providers that have submitted Proposals. 38.3 The Procuring Agency shall upon request communicate to any Cloud Service Provider the grounds for its rejection of its Proposals, but is not required to justify those grounds
39. Procuring Agency's Right to Vary Quantities at the time of Award	39.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these RFP Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **PDS**, without any change in unit price or other terms and conditions of the Proposal and RFP Documents.

40. Notification of Award	40.1 Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the Proposals.
	40.2 Where no complaints have been lodged, the Cloud Service Provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Cloud Service Provider in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	40.3 The notification of award will constitute the formation of the Contract, subject to the Cloud Service Provider furnishing the Performance Security (or guarantee) in accordance with **ITCSP 42** and signing of the contract in accordance with **ITCSP 41.2.**
	40.4 Upon the successful Cloud Service Provider's furnishing of the performance security (or guarantee) pursuant to **ITCSP 42**, the Procuring Agency will promptly notify each unsuccessful Cloud Service Provider, the name of the successful Cloud Service Provider and the Contract amount and will discharge the Proposal Security or Proposal Securing Declaration of the Cloud Service Providers pursuant to **ITCSP 17.7.**
41. Signing of Contract	41.1 Promptly after notification of award, Procuring Agency shall send the successful Cloud Service Provider the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2 Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all conditions precedent** of the Contract Form, the successful Cloud Service Provider and the Procuring Agency shall sign the contract.
42. Performance Security (or Guarantee)	42.1 After the receipt of the Letter of Acceptance, the successful Cloud Service Provider, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the **PDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of

	Contract.
	42.2 If the Performance Security (or Guarantee) is provided by the successful Cloud Service Provider and it shall be in the form specified in the **PDS.**
	42.3 Failure of the successful Cloud Service Provider to comply with the requirement of **ITCSP 42.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security, in which event the Procuring Agency may make the award to the next ranked Cloud Service Provider or call for new Proposals.
43. Advance Payment	43.1 No advance payment of any kind will be made.
44. Arbitrator	44.1 The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.

45. Corrupt and Fraudulent Practices	45.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Cloud Service Providers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.
G. Grievance Redressal & Complaint Review Mechanism	
46. Constitution of Grievance Redressal Committee	46.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
47. GRC Procedure	47.1 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or RFP Documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the Proposal submission deadline. 47.2 Any Cloud Service Provider feeling aggrieved by any act of the procuring agency after the submission of his Proposal may lodge a written complaint concerning his grievances not later than seven days of the announcement of evaluation report and five days after issuance of final evaluation report. 47.3 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop Bidding procedure is adopted.
	47.5 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt. 47.6 Any Cloud Service Provider or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the prescribed fee. 47.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal. 47.8 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. 47.9 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint. 47.10 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. Mechanism of Blacklisting	

48. Mechanism of Blacklisting	48.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, Cloud Service Provider or contractor who either:
	
	  i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
	  ii. Fails to perform his contractual obligations; and
	  iii. Fails to abide by the Proposal Securing declaration;
	
	48.2 The show cause notice shall contain: (a) precise allegation, against the Cloud Service Provider or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the Cloud Service Provider or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the Cloud Service Provider or contractor from participating in public procurements of all the procuring agencies.
	
	48.3 The Procuring Agency shall give minimum of seven days to the Cloud Service Provider for submission of written reply of the show cause notice.
	
	48.4 In case, the Cloud Service Provider fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the Cloud Service Provider authorize representative of the Cloud Service Provider and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	
	48.5 In case the Cloud Service Provider submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the Cloud Service Provider or contractor for personal hearing.
	
	48.6 The Procuring Agency shall give minimum of seven days to the Cloud Service Provider for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the Cloud Service Provider or contractor, if availed.
	
	48.7 The Procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	
	48.8 The Procuring Agency shall communicate to the Cloud Service Provider or contractor the order of debarring the Cloud Service Provider or contractor from participating in any public procurement with a statement that the Cloud Service Provider or contractor may, within thirty days, prefer a representation against the order before the Authority.
	
	48.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective Cloud Service Provider or Cloud Service Providers in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

	48.10 The Cloud Service Provider may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	48.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deemfit.
	48.12 The Authority on the basis of decision made by the committee either may debar a Cloud Service Provider or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the Cloud Service Provider from the allegations. The decision of the Authority shall be final.

Section III: Proposal Data Sheet (PDS)

PDS Clause Number	ITCSP Number	Amendments of, and Supplements to, Clauses in the Instruction to Cloud Service Providers
A. INTRODUCTION		
1.	**1.1**	Name of Procuring Agency: **Supreme Court of Pakistan.** The subject of procurement is: ***"Procurement of Cloud Services for the Supreme Court of Pakistan"*** Period for Provision of Services: **One Year** Commencement date for Provision of Cloud Services: Fifteen (15*) days from the effectiveness date of the contract.*
2.	**2.1**	Financial year for the operations of the Procuring Agency: [*2024-25*] Name of Project: ***"Procurement of Cloud Services for the Supreme Court of Pakistan"*** Name and identification number of the Contract: ***RFP No. SCP /ITD-Cloud Services / 01/2025***
3.	**3.1**	Joint Venture is NOT Applicable.
B. RFP DOCUMENTS		
4.	**6.2**	The number of documents to be completed is one (1) original.
5.	**7.1**	The address for clarification of RFP Documents is **Additional Registrar (Admn)** Chairman Procurement Committee Supreme Court of Pakistan Islamabad Tel: 051- 9220581 - 99
7.	**8.2**	Procuring Agency's web address: www.supremecourt.gov.pk Procuring Agency's Email address: mail@supremecourt.gov.pk
C. PREPARATION OF PROPOSALS		
8.	**9.1**	The Language is **English/Urdu** of all correspondences and documents related to the Proposal.

9.	**10.1 (h)**	In addition to the documents stated in **ITCSP 10,** the following documents must be included with the Proposal
		
		    a) Affidavit for Cloud Service Provider's Blacklisting Status
		    b) Declaration for Beneficial Ownership

10.	12.3	The mandatory eligibility/qualification criteria is as follows:

#	Minimum Eligibility/ Qualification Criteria	Means of verification
1	The Cloud Service Provider must be registered with relevant tax authorities and appear on Active Taxpayers List (ATL) of FBR.	Attach copy of Tax Registration Certificate(s)/Certificate of Incorporation
2	The Cloud Service Provider must be a Principal or a Principal's Authorized Agent in Pakistan *The Principal can be the "Cloud Service Provider" or any foreign / local company that provides the Cloud solutions / platforms.*	In case of Authorized Agent, valid Partnership Certificate / Principal's Confirmation Letter / or any other Relevant Supporting Documents*
3	The Cloud Service Provider must have a verifiable service / support office in Pakistan.	Relevant Supporting Documents
3	The service provider must have at least a Tier-III compliant data center physically present within the geographic limits of Pakistan having fulfilled the redundancy/ diversity parameters in accordance with the international standards.	• Documentary Proof
4	The service provider must provide a minimum guaranteed uptime of 99.9%.	• Undertaking required
5	The Cloud Service Provider must have an average Annual Turnover of at least Rs. 200 million in any of the last 03 (three) years. *The average turnover refers to the individual service provider and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company (ies) etc.*	Audited Financial Statements / Tax Returns / Relevant Supporting Documents
6	The Cloud Service Provider (Principal or its Authorized Agent) must have at least three (03) years of experience of executing the cloud implementation services.	Work Order / Signed Copy of Contract / Project Completion or Sign-off Certificate / Relevant supporting documents
7	The Cloud Service Provider must have delivered cloud implementation services (SaaS / Paas / Iaas) to at least five (05) Clients at a comparable scale.	Work Order / Signed Copy of Contract / Project Completion or Sign-off Certificate / Relevant supporting documents
8	The Cloud Service Provider must submit compliance sheet for the provided technical and security specification of required Cloud services/infrastructure. In case of a deviation or non-submission of compliance sheet the technical Proposal will be rejected.	Compliance forms duly filled for the required services/infrastructure as per Tech Form VI-B
9	The Cloud Service Provider must undertake that it has never been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan.	Affidavit on Rs 100 Stamp paper as per Tech Form V under Section III

*Note: The authorized agent shall submit specific authorization of the Principal as per **Tech Form VIII** for this procurement along with the technical proposal. The authorization shall include that Principal is committed to provide the services as per Tech Form VI.*

11.	16.1	The Proposal Validity period shall be **One Hundred and Twenty (120) days**.
12.	17.1	Proposal Security of **Rs. 100,000/-** in favor of Registrar, Supreme Court of Pakistan shall be enclosed along with the Proposal.
13.	17.3	The currency of the Proposal Security shall be: **Pakistani Rupees.** The Proposal Security shall be in the form of: *either Pay Order / Bank Draft / Call Deposit / Bank Guarantee* drawn in favor of Registrar, Supreme Court of Pakistan alongwith Proposal in sealed envelope. Any bid found without sufficient Bid Security will be rejected instantly. *In case of Bank Guarantee, the validity of guarantee should be 30 days beyond proposal validity period.*

14.	17.10	The proposal security shall be valid 30 days beyond proposal validity period.
15.	18.1	Alternative Proposals to the requirements of the RFP Documents will not be permitted.
16.	20.1	NA
17.	20.2	Duly notarized Power of Attorney authorizing the signatory of the Cloud Service Provider to submit the Proposal.

		D. SUBMISSION OF PROPOSALS
18.	21.2 (a)	Proposal shall be submitted at the office of: **Additional Registrar (Admn)** Chairman Procurement Committee Supreme Court of Pakistan Islamabad Tel: 051- 9220581 - 99
19.	21.2 (b)	Title of the subject Procurement or Project name: ***"Procurement of Cloud Services for the Supreme Court of Pakistan"*** ***RFP No. SCP /ITD-Cloud Services/01/2025***
20.	22.1	• The Procuring Agency address for Proposal submission is **Additional Registrar (Admn)** Chairman Procurement Committee Supreme Court of Pakistan Islamabad Tel: 051- 9220581 - 99 • The deadline for submission of Proposals shall be **19.06. 2025, 11:00 AM (PST)**

		E. OPENING AND EVALUATION OF PROPOSALS
21.	25.1	An online option of the opening of the Technical Proposals is offered**: No** Proposals will be opened on **19.06. 2025, 11:30 AM (PST)** at the followingaddress: **Additional Registrar (Admn)** Chairman Procurement Committee Supreme Court of Pakistan Islamabad Tel: 051- 9220581 - 99

22.	31.2	Not applicable as proposals are invited in **Pak. Rupees** under clause 15.1 of ITCSP.
23.	33.1	Domestic preference **Not Applicable.**
24.	34	**Evaluation Techniques**

S.No.	Evaluation Criteria	Max. Marks
1	**Projects for Cloud Services (Work Order required to be submitted)** No. of Projects with Minimum Value of PKR 5 Million < 3 Projects - 0 marks 3 Projects - 5 marks 01 additional marks for every additional project of worth 5 million or above up to a maximum of 5 marks.	10
2	**Data Center** 2x Tier/Rated 3 Certified Data Center -10 marks 1x Tier/Rated 3 Certified Data Center – 5 Marks (Valid Certificate from Internationally Recognized 3rd Party)	10
3	**ISO certification focused on the cloud security Such as ISO 27001, ISO/IEC 27017, PCI DSS**	10

			ISO 27001 4 Marks ISO/IEC 27017 2 Marks ISO 9001 2 Marks PCI DSS 2 Marks (Certificates must be provided)	
		4	**Certified Human Resource** Qualified Human resources with relevant certifications to manage cloud infrastructure services. Professional & Expert level Internationally recognized Certifications for data center operations, Servers and Storage, security, routing & switching etc. must be provided along with CVs & proof of employment with the company 02 marks will be given for each certification up to a maximum of 04 marks in each category. 1. Certified Data Center Professional CDCP- 2 marks 2. Certified Storage Expert- 2 marks 3. Certified Routing & Switching Expert- 2 marks 4. Certified Virtualization Expert- 2 marks 5. Certified Security Expert- 2 marks	10
		5	**Ability to provide Disaster Recovery (DR)** DR Site (Different Cities within Same Seismic Zone)- 05 Marks DR Site (Different Cities in Different Seismic Zones)- 10 Marks	10

	F. AWARD OF CONTRACT	
25.	**39.1**	Percentage for quantity increase or decrease is **15%**.
26.	**42.1**	**5%** Performance Guarantee is required of the total contract amount for the entire contract period.
27.	**42.2**	The Cloud Service Provider must furnish Performance Guarantee @ 5% (Five Percent) of the Contract Amount in the shape of either Pay Order / Demand Draft / Call Deposit or an unconditional Bank Guarantee from a Scheduled Bank in favour of Registrar, Supreme Court of Pakistan, or in another form acceptable to the Bank. The Bank Guarantee must remain valid 30 days beyond the Contract's expiry date.
28.	**43**	The Advance Payment is **Not Applicable**.
	G. REVIEW OF PROCUREMENT DECISIONS	
29.	**47.1**	The address of the Procuring Agency **Additional Registrar (Admn)** Chairman Procurement Committee Supreme Court of Pakistan Islamabad Tel: 051- 9220581 - 99
30.	**47.6**	The Address of PPRA to submit a **copy** of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV: Eligible Countries

All Cloud Service Providers are allowed to participate in the subject procurement except Cloud Service Providers of some nationality, prohibited in accordance with policy of the Federal Government of Pakistan.

The following countries are ineligible to participate in the procurement process:

1.   India

2.   Israel

Ministry of Interior, Government of Pakistan, has notified the List of Business Friendly Countries (BVL); information can be accessed through the following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L

Name of Cloud Service Provider:	
Authorized Signature with Stamp of Cloud Service Provider:	

Section V: Eligibility/Technical Criteria

The Technical Eligibility & Qualification will be evaluated totally on compliance-based method.

#	Minimum Eligibility/ Qualification Criteria	Means of verification
1	The Cloud Service Provider must be registered with relevant tax authorities and appear on Active Taxpayers List (ATL) of FBR.	Attach copy of Tax Registration Certificate(s)/Certificate of Incorporation
2	The Cloud Service Provider must be a Principal or a Principal's Authorized Agent in Pakistan *The Principal can be the "Cloud Service Provider" or any foreign / local company that provides the Cloud solutions / platforms.*	In case of Authorized Agent, valid Partnership Certificate / Principal's Confirmation Letter / or any other Relevant Supporting Documents*
3	The Cloud Service Provider must have a verifiable service / support office in Pakistan.	Relevant Supporting Documents
4	The Cloud Service Provider must have an average Annual Turnover of at least Rs. 200 million in any of the last 03 (three) years. *The average turnover refers to the individual service provider and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company (ies) etc.*	Audited Financial Statements / Tax Returns / Relevant Supporting Documents
5	The Cloud Service Provider (Principal or its Authorized Agent) must have at least three (03) years of experience of executing the cloud implementation services.	Work Order / Signed Copy of Contract / Project Completion or Sign-off Certificate / Relevant supporting documents
6	The Cloud Service Provider (Principal or its Authorized Agent) must have delivered cloud implementation services (SaaS / Paas / Iaas) to at least five (05) Clients at a comparable scale.	Work Order / Signed Copy of Contract / Project Completion or Sign-off Certificate / Relevant supporting documents
7	The Cloud Service Provider must submit compliance sheet for the provided technical and security specification of required Cloud services/infrastructure. In case of a deviation or non-submission of compliance sheet the Proposal will be rejected.	Compliance forms duly filled for the required services/infrastructure as per Tech Form VI-B
8	The Cloud Service Provider must undertake that it has never been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan.	Affidavit on Rs 100 Stamp paper as per Tech Form V under Section III

*The authorized agent shall submit specific authorization of the Principal as per **Tech Form VIII** for this procurement along with the technical proposal. The authorization shall include that Principal is committed to provide the services as per Tech Form VI.*

Note:
1. A Proposal to be determined as not substantially responsive will be rejected. Cloud Service Providers need to fulfill all the Eligibility/Minimum- Qualification Criteria in accordance with the relevant provisions of eligibility/qualification and Evaluation Criteria.

Seal and Signature of Cloud Service Provider: _____

DELIVERY SCHEDULE

#	Parameter	Timelines
1	Kick Off Meeting and Sign Off	Within 7 *days* from the contract signing date.
2.	Provisioning of Cloud Infrastructure and Platform Services	Within 30 *Days* from the effective dateof the contract
3.	Submission of Completion Report	Within 30 *days* from the completion ofMigration of Development instances

Sr. #	Description	Requirements
1	Cloud subscription as mentioned in "*Fin. Form 2: Price Schedule*" of this document	Provide Cloud infrastructure
2	Configuration of Zones / Clusters	Configure clusters of VMs with respect to the different domains of development teams to manage security and access management
3	Configuration of Network	Network VLANs and associated security configuration as per the clusters or applied security requirements
4	VPN Configuration	Configuration of VPN service for 50 Clients
5	Storage Pools	Configuration of Storage Pools and association with Machines
6	Backup Configuration	Configuration of Backups at Cloud as per the Backup Policy of SCP.
7	Training	Cloud Admin and Usage Trainings of 05 Resources
8	Migration of Development instances	Assistance in Migration of Development instances from SCPs Datacenter to Cloud.
9	Submission of Completion Report	After Completion of all Deliverables, Submission of Final Completion Report to the Procuring Agency

Section VI: Standard Forms for Single Stage One Envelope Procedure

Forms for Technical Proposal

Form	Description	Page Limit
Tech. Form I	Authorization Form for Cloud Service Provider's Representative	
Tech. Form II	Technical Proposal Submission Form	
Tech. Form III	Proposal Security Form	
Tech. Form IV	Beneficial Ownership Form	
Tech. Form V	Undertaking	
Tech. Form VI-A	Technical Compliance Form-A	
Tech. Form VI-B	Technical Compliance Form-B	
Tech. Form VII	Supplier Creation Form (S2)	
Tech. Form VIII	Principal Authorization Form	
-	Duly signed and stamped RFP Documents	
-	Supporting Documents against Section IV	

TECHNICAL PROPOSAL FORMS

TECH Form I: Authorization Form for Cloud Service Provider's Representative

(On Stamp Paper Duly Notarized)

Date: _____

RFP No: <u>RFP No.   SCP /ITD-Cloud Services/01/2025</u>
Title: <u>"Procurement of Cloud Services for the Supreme Court of Pakistan"</u>

We, **M/s <Firm Title>**, incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at **<complete business address>** do hereby nominate **Mr. <Complete Name>, <Designation>, CNIC# <xxxxx-xxxxxxx-x>** as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Cloud Service Provider:	_____
Date:	_____

TECH Form II: Technical Proposal Submission Form

(On Official Letterhead)

Date: _____

To:

      Additional Registrar (Admn),
      Chairman, Purchase Committee
      Supreme Court of Pakistan
      Constitution Avenue, G-5,
      Islamabad

Dear Sir,

We, the undersigned, declare that:

a) We have examined and have no reservations to the RFP document, including addenda issued in accordance with Instructions to Cloud Service Providers **(ITCSP 8)**;

b) We offer to provide Cloud Hosting Services in conformity with the RFP document.

c) Our Proposal shall be valid for a period of **120 days** from the date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

d) If our Proposal is accepted, we commit to obtain a Performance Guarantee in the amount of **Five Percent** of the Contract Price for the due performance of the Contract;

e) We are not participating, as Cloud Service providers, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document;

f) Our firm, its affiliates or subsidiaries, including any subcontractors or Cloud Service Providers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan

Signed: [insert signature(s) of an authorized representative(s) of the Cloud Service Provider]

Name: [insert full name of the person signing the Cloud Service Provider]

In the capacity of [insert capacity of the person signing the Cloud Service Provider]

Duly authorized to sign the Proposal for and on behalf of: [insert full name of the Cloud Service Provider

Address: [insert street number/town or city/country address]

Dated: [insert date the document is signed i.e. day number] day of [insert month], [insert year]

TECH Form III: Proposal Security Form/Bank Guarantee

*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

Beneficiary: *[insert: **Name and Address of Bank**]*

Date: *[insert: **date**]*

PROPOSAL GUARANTEE No.: *[insert: **Proposal Guarantee Number**]*

We have been informed that ***[insert name of the Cloud Service Provider]*** (hereinafter called "the Cloud Service Provider") has submitted to you its proposal dated ***[insert date]*** (hereinafter called "the Proposal") for the execution of ***[insert name of contract]***.

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Guarantee.

At the request of the Cloud Service Provider, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures] [insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Cloud Service Provider is in breach of its obligation(s) under the proposal conditions, because the Cloud Service provider:

    (a) has withdrawn its Proposal during the period of Bid validity specified by the Cloud Service Provider in the Form of Proposal; or

    (b) having been notified of the acceptance of its Proposal by the *Purchaser* during the period of proposal validity,

        i) fails or refuses to execute the Contract Form, if required, or

        ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITCSP.

This guarantee will expire:

    (a) if the Cloud Service Provider is the successful Cloud Service Provider, upon our receipt of copies of the contract signed by the Cloud Service Provider and the Performance Guarantee issued to you upon the instruction of the Cloud Service Provider; and

    (b) if the Cloud Service Provider is not the successful Cloud Service Provider, upon the earlier of

        i) our receipt of a copy your notification to the Cloud Service Provider of the name of the successful Cloud Service Provider; or

        ii) thiry days after the expiration of the Cloud Service Provider'sproposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name: ……………………………… in the capacity of …………………………
Signed:_____[Signature of the Commercial Bank]_____ Dated on ………………………… day

of   2025

(On Official Letterhead)

Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority

Name	
Father's Name/Spouse's Name	
CNIC/NICOP/Passport no.	
Nationality	
Residential address	
Email address	
The date on which shareholding, control, or interest was acquired in the business.	

In case of indirect shareholding, control, or interest being exercised through intermediary companies, entities, or other legal persons or legal arrangements in the chain of ownership or control, the following additional particulars are 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	Email Address	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	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

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

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 subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
Total number of shares taken (in figures and words)							

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

Name of the Cloud Service Provider: [*insert complete name of the participating Entity*]

Name of Authorized Person: _____

Title of the Person Signing the Proposal: _____

Signature of the Person Named Above: _____

Date: _____

TECH Form V: Undertaking For Non-Litigation/Blacklisting

(On Stamp Paper of Rs. 100)

Dear Sir,

I/We hereby confirm and declare that I/We, **M/s** _____ **,** has/have neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan.

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and execution of the Proposal Security/Proposal Securing Declaration or forfeiture of the Performance Guarantee, as the case may be, and termination of Contract.

Seal & Signature of Cloud Service Provider:	
Date:	

TECH Form VI-A: Technical Compliance Form-A

(On Official Letterhead)

Sr.#	Description	Cloud Service Provider Response (Yes/No)
1	All the requirements mentioned in **Appendix A "Description of the Services."**	
2	All the stated Terms and Conditions of the Contract.	
3	The Proposal is unconditional.	

Seal and Signature of Cloud Service Provider: _____

General Note
- *The Proposal found to be the Most Advantageous i.e. having fulfilled the eligibility / qualification criteria and lowest evaluated rates shall be accepted and will be awarded the Contract.*

	TECH Form VI-B: Technical Compliance Form-B		

Sr.#	Technical/Security Requirements of Cloud	Cloud Service Provider's Response (Yes/No/NA)	Means of Verification
Technical Requirements			
1.	Ability to configure organization , Roles and Rolebase access controls for managing cloud services		
2.	Ability to configure individual user and service accounts with relevant applicable controls.		
3.	Ability to provide Cloud Enabling resourcing Dashboard		
4.	Ability to provide Cloud resources metering		
5.	Ability to provide Cloud services budgeting		
6.	Ability to spin up, spin down and change VM specification and billing should impact accordingly.		
7.	Ability to configure and use auto scaling services		
8.	Ability to configure clusters for grouping VMs and Storages		
9.	Ability to configure and use virtual private network for site to site VPN		
10.	Ability to configure and manage security certificates.		
11.	Ability to use storage to store / retrieve and archive data		Any official documentation/web URL of Principal Cloud Provider or Cloud Service Provider
12.	Ability to utilize / build and deploy APIs		
13.	Ability to connect cloud services using web based / VPN based or direct connect services		
14.	Ability to configure and manage backups		
15.	Ability to configure and manage Disaster recovery service		
16.	Ability to migrate and restore bulk data for offline and online environments		
17.	Ability to configure and manage all cloud services using scripting based infrastructurecode.		
18.	Ability to provide database as a service e.g. Oracle, DB2, MySQL, SQL server etc.		
19.	Ability to configure VPC network for its organization, LAN segments, Routing, Accesslinks (Both IP and Port based)		
20.	Ability to use software application stack forrapid application development and testing		
21.	Ability to configure and use containerization services.		
22.	Ability to provide multiple cloud services models like IaaS or PaaS and SaaS		
23.	Ability to provide 24X7 support services		
24.	Ability to provide administrator to create, delete and re-create VMs without any penalty or Charges.		
25.	Must have at least (Tier 3 or higher) certified data center physically present within Pakistanor MEA region having fulfilled the redundancy/diversity parameters in accordance with the international standards.		

26.	The Cloud solution proposed by the cloud services provider / Principal cloud providermust have the ability to provision for installation/use of all the software i.e. Platform/OS, database, applications, antivirus etc. already procured by the Authority on perpetual and/or subscription basis without any additional cost or imposing any conditionsor restrictions on using these already procured licenses.		
27.	Ability to provide connectivity options withother cloud services providers and SCPs Infrastructure		
28.	Ability to provide a minimum guaranteed (99.9% uptime)		
29.	Cloud services provider / Principal Cloud Provider must offer flexible billing terms withbilling of actual allocated resources with pay per use billing. SCP must have console/ metering portal to validate		
30.	In case of a foreign Principal Cloud Service Provider, it must have a local partner available in Pakistan as a registered entity for thesupport assurance/services.		
Security Requirements			
1.	The cloud service provider / Principal Cloud Provider must have policies and processes to classify information in terms of its value, criticality and confidentiality.		Valid Certification sby Industry Recognized Authority or Approved Policy / Procedures or Relevant Documentat ion of Principal Cloud Provider or Cloud Service Provider
2.	The cloud service provider / Principal Cloud Provider must have a process to conduct Cybersecurity Risk Assessment on regular basis, to identify, assess and remediate Risks todata and information systems.		
3.	The cloud service provider / Principal Cloud Provider must conduct external Penetration Testing on its IT infrastructure systems, and internet facing applications.		
4.	The cloud service provider / Principal Cloud Provider data center, hosting SCP data, must not be located in hostile countries i.e. India,Israel, etc.) as per the policy of Federal Government of Pakistan.		
5.	The cloud service provider / Principal Cloud Provider must encrypt data in transit (i.e. TLS1.3).		
6.	The cloud service provider / Principal Cloud Provider must encrypt (e.g. using HTTPS) sessions where SCP information or data will betransmitted from and to Cloud Computing Services, and should be capable to enforce session authentication, lockout, and timeout.		
7.	The cloud service provider/ Principal Cloud Provider must implement encryption mechanisms, using at least AES encryption algorithm with 256 bit key or higher, on all devices or storage media.		
8.	The cloud service provider / Principal Cloud Provider must have Encryption key management capability, including preservation and retrieval.		
9.	The cloud service provider/ Principal Cloud Provider should have a device control mechanism on Assets that are used to receive,store, process or transmit SCP data such as disabling the use of external storage media.		
10.	The cloud service provider / Principal Cloud Provider must have baseline configurations to harden information systems in line with security best practices (CIS, STIG, etc.)		

11.	The cloud service provider/ Principal Cloud Provider must have a data/Asset disposal process or policy.		
12.	The cloud service provider / Principal Cloud Provider must have comprehensive Business Continuity (BC) Plan, which are documented and maintained.		
13.	The cloud service provider / Principal Cloud Provider should allow exporting of VMs for off-boarding .		
14.	The cloud service provider/ Principal Cloud Provider must have security incident responseplan.		
15.	The cloud service provider / Principal Cloud Provider should ensure that physical security measures must be implemented to prevent unauthorized access to cloud computing facilities.		
16.	The cloud service provider / Principal Cloud Provider should ensure that SCP Data / documents must only be shared with limited individuals who are part of the work specified in the Contract.		
17.	The cloud service provider / Principal Cloud Provider should be able to provide licenses and support for IT Assets and Systems (for PaaS , SaaS).		
18.	The cloud service provider / Principal Cloud Provider must sign Non-Disclosure Agreement(NDA) with the Procuring Agency.		
19.	The cloud service provider / Principal Cloud Provider must not have Privileged user accounts on SCP Virtual Machines (VM).		
20.	The cloud service provider/ Principal Cloud Provider must logs and monitor the activity ofall accounts (Privileged/normal user) connecting to VMs.		
21.	Multi-factor authentication must be available tobe implemented on all user accounts accessing Cloud Computing Service storing or hosting SCP Data.		
22.	Network connections to information systems and applications at the cloud computing facility must be authorized and monitored.		
23.	The cloud service provider / Principal Cloud Provider must have a process to conduct Cybersecurity Risk Assessment on regular basis, to identify, assess and remediate Risks to data and information systems.		
24.	The cloud service provider/ Principal Cloud Provider must have option to record all audit logs from information systems and applications storing, processing or transmitting SCP data asper the retention requirement.		
25.	In case of expiry and termination of contract agreement, The cloud service provider / Principal Cloud Provider must ensure that SCPdata and information is completely deleted / erased from their environment after taking written consent from SCP.		
26.	The cloud service provider must provide assurance in written form that SCP informationhas been removed and will not be used in any case.		Non-Disclosure Agreement on Stamp Paper*

TECH Form VII: Supplier Creation Form

<table>
<tr><td></td><td colspan="4" align="center">**SUPREME COURT OF PAKISTAN**

Supplier Bank Account (IBAN) Details Form</td><td align="center">**S-2**</td></tr>
<tr><td colspan="6">**1. For Office use:**</td></tr>
<tr><td>***Office/Deptt**</td><td colspan="2"></td><td>***Supplier No.**</td><td>(Mandatory if already exists)</td><td>**WHT Rate**</td></tr>
<tr><td>**Supplier**</td><td>**New**</td><td>**Update**</td><td>***Liability A/C**</td><td></td><td></td></tr>
<tr><td>***Supplier Type**</td><td colspan="2">i.e. Hospital, Labs, University, General etc.</td><td>***Prepayment A/C**</td><td></td><td></td></tr>
<tr><td colspan="6">**2. Supplier Information**</td></tr>
<tr><td>***Supplier Name**</td><td colspan="5"></td></tr>
<tr><td>***Supplier NTN**</td><td colspan="2"></td><td>**CNIC No.**</td><td colspan="2">(If NTN not available)</td></tr>
<tr><td rowspan="3">**Supplier Address**</td><td colspan="5"></td></tr>
<tr><td colspan="5"></td></tr>
<tr><td colspan="2"></td><td>**Supplier City**</td><td colspan="2"></td></tr>
<tr><td>**Contact No.**</td><td colspan="2"></td><td>**Mobile**</td><td colspan="2"></td></tr>
<tr><td>**E-mail Address**</td><td colspan="2"></td><td>**Fax No.**</td><td colspan="2"></td></tr>
<tr><td colspan="6">**3. Bank Account Information**</td></tr>
<tr><td>***Bank Name**</td><td colspan="5"></td></tr>
<tr><td>***IBAN** (24 Characters)</td><td colspan="4"></td><td rowspan="3">***Supplier Stamp & Signature**</td></tr>
<tr><td>***Branch Type**</td><td>**Islamic**</td><td>**Commercial**</td><td colspan="2"></td></tr>
<tr><td>***Title of Account**</td><td colspan="4"></td></tr>
<tr><td colspan="6">**(For Office use only)**</td></tr>
<tr><td colspan="2" align="center">**Forwarded By**
(Procurement Function)</td><td colspan="2" align="center">**Verified By**</td><td colspan="2" align="center">**Entered By (Supplier Mgt User)**</td></tr>
<tr><td colspan="6" align="center">**Date**</td></tr>
<tr><td colspan="6">
• *Note: In order to comply with AML, CFT & CPF Compliance Policy issued on 31-Dec-2020 by CMD-HOK, respective office/department shall ensure that supplier (individual/entity) is not included in the list of proscribed individuals and entities (Refer to Para 8.6 of policy iProposal.)*
• *Field marked with * are mandatory.*
• *Information without complete Bank Account Details (IBAN) & NTN/ CNIC will not be accepted.*
• *Any changes in Supplier's particulars should be conveyed immediately to SCP BSC. SCP BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SCP BSC or delay in settlement of supplier's claims.*
</td></tr>
</table>

TECH Form VIII: Principal Authorization Form

(On Principal's Official Letterhead)

Date: _____

To:

Additional Registrar (Admn)
Chairman
Purchase Committee
Supreme Court of Pakistan
Islamabad
Tel: 051- 9220581 - 99

RFP No: **RFP No. SCP /ITD-Cloud Services/01/2025** "Procurement of Cloud Services for the Supreme Court of Pakistan"

Dear Sir,

We, **M/s <Principal's Firm Title>**, incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at **<complete business address>** do hereby authorize **<Name and Registered Address of the Authorized Agent>,** to participate in the subject procurement on our behalf for provision of Cloud Services as per Tech Form VI-B and other requirements, terms and conditions given in the aforementioned RFP documents in the territory of Pakistan. We also hereby confirm that we are bound to extend our Cloud Services to Supreme Court of Pakistan (SCP) through our
<Name of Authorized Agent>, which is enabled to effectuate the financial and contractual relations on our behalf.

Official Seal & Signature of Principal:	_____
Date:	_____

FINANCIAL PROPOSAL FORMS/PRICE SCHEDULE

Checklist of Required Forms for Financial Proposal

Form	Description	Page Limit
Fin. Form I	Financial Proposal Submission Form	
Fin. Form II	Price Schedule	

Fin. Form 1: Financial Proposal Submission Form

(On Official Letterhead)

Date: _____

To:

Additional Registrar (Admn),
     Chairman,
Purchase Committee
Supreme Court of Pakistan
Constitution Avenue, G-5,
Islamabad

Dear Sir:

     Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said RFP Documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Proposal.

     We undertake, in case our Proposal is accepted, to deliver the services in accordance with the schedule specified in the **Appendix A** and other terms and conditions of the Contract.

If our Proposal is accepted for providing *Cloud Services to Supreme Court of Pakistan*, we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Supreme Court of Pakistan.

     We agree to abide by this Proposal for a period of **120 (One Twenty Days)** from the date fixed for Proposal opening under **Clause 25** of the Instructions to Cloud Service Providers, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

     If our Proposal is accepted then until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the Most Advantageous or any Proposal you may receive.

Dated this_____day of_____2025.

_____
[Seal & signature]   *[in the capacity of]*

Duly authorized to sign Proposal for and on behalf of _

(On Official Letterhead)

Name of Consultant: _____

Title: "Procurement of Cloud Services for the Supreme Court of Pakistan"

Reference No: RFP No. SCP /ITD-Cloud Services/01/2025

Below mentioned cloud services will be as per technical specifications given in

Section III, Tech Form: VI-B

Technical Compliance Form. (All the quotes must be provided as per format specified below)

#	Requirement Type	Description	Qty.	Amount(Rs.) *Inclusive of Applicable Taxes* *(per month)*	Period
1	Primary (Infrastructure as a Service)	Processing Unit: VCPU/Core(At least 2.1 GHz speed of latest generation for each processing unit)	64		One Year
		vRAM in GB	128		
		Storage	1TB		
2	Backups & Storage	Storage with Native backup service in cloud console to take System disk and volumedisk Backups	1TB		
3	Network	Static Public IP (useable) for Total Setup	4		
		Cloud Firewall	1		
		Web Application Firewall	1		
		Port Speed/Bandwidth (foreach machine)	50 Mbps		
4	VPN	Dial in VPN Client	50		
5	Any Other				

SCOPE OF WORK

1. Introduction:

The Supreme Court of Pakistan recognizes the transformative potential of cloud technology in enhancing operational efficiency, scalability, and security. As a forward-thinking financial institution, the Supreme Court of Pakistan aims to leverage cloud hosting services to optimize its digital infrastructure. By adopting cloud solutions, the Bank seeks to achieve seamless scalability, cost-effectiveness, and robust disaster recovery capabilities.

2. Scope of Services:

2.1 The scope of services includes the following;

Sr. #	Descriptions	Requirements
1	Cloud subscription as mentioned in "*Fin. Form 2: Price Schedule*" of this document	Provide Cloud infrastructure
2	Configuration of Zones / Clusters	Configure clusters of VMs with respect to the different domains of development teams to manage security and access management
3	Configuration of Network	Network VLANs and associated security configuration as per the clusters or applied security requirements
4	Configuration of VPN	Provision/configuration of VPN service for 50 clients
5	Storage Pools	Configuration of Storage Pools and association with Machines
6	Backup Configuration	Configuration of Backups at Cloud as per the Backup Policy of SCP.
7	Training	Cloud Admin and Usage Trainings of 05 Resources
8	Migration of Development instances	Assistance in Migration of Development instances from SCPs Datacenter to Cloud.
9	Submission of Completion Report	After Completion of all Deliverables, Submission of Final Completion Report to the Procuring Agency

3. Contract Duration:

The duration of the contract shall be **one (01) year** from the commencement of services.

4. Payment Schedule

The method and conditions of payment to be made to the Cloud Service Provider under this Contract shall be as follows:

4.1 Payment of Cloud Infrastructure on monthly basis:

Sr. #	Deliverable
1	Provisioning of Cloud Infrastructure to the Procuring Agency
2	Configuration of Zones / Clusters
3	Configuration of Network
4	Configuration of VPN for 50 Clients
5	Storage Pools
6	Backup Configuration
7	Training
8	Migration of Development instances

Note: Payment shall be made on monthly basis after provision of all services mentioned above and submission of Completion Report.

All payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice and acceptance of the same by the Procuring Agency.

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PART B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII: General Conditions of Contract (GCC)

A. General Provisions	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated
	(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SCC), as they may be issued and in force from time to time;
	(b) "Procuring Agency" means:-
	i. any Ministry, Division, Department or any Office of the Federal Government;
	ii. any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;
	(c) "The Contract" means an agreement enforceable by law;
	(d) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
	(e) "The Services" means the work to be performed by the Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Service Provider's Proposal;
	(f) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract;
	(g) "GCC" means the General Conditions of Contract contained in this section;
	(h) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
	(i) "Day" means calendar day unless indicated otherwise.
	(j) "Effective Date" means the date on which this Contract comes into force and effect.
	(k) "The Cloud Service Provider" means the individual or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;
	(l) "The Project Site," where applicable, means the place or places named in Proposal Data Sheet and technical Specifications;
	(m) "Government" means the Government of Pakistan;

	(n) "Local Currency" means the currency of Pakistan;
	(o) "In Writing" means communicated in written form with proof of receipt;
	(p) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;
	(q) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;
	(r) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;
	(s) "Service" means any object of procurement other than goods or works;
	(t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC.**
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Cloud Service Provider and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Agency may approve.
6. Authorized Representatives	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Cloud Service Provider may be taken or executed by the officials specified in the **SCC**.
	6.2 In case the Cloud Service Provider is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Cloud Service Provider's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
B. Commencement, Completion, Modification and Termination of Contract	
7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the **SCC**.
8. Commencement of Services	8.1 The Cloud Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

9. Program	9.1 Before commencement of the Services, the Cloud Service Provider shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The Cloud Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other dateas may be specified in the SCC.
	10.2 Unless terminated earlier pursuant to **Clause GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Dateas specified in the SCC.

11. Entire Agreement	11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
12. Modification	12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
	12.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
13. Value Engineering	The Cloud Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
	a. the proposed change(s), and a description of the difference to the existing contract requirements;
	b. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Agency may incur in implementing the value engineering proposal; and
	c. a description of any effect(s) of the change on performance/functionality.
	The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:
	a. accelerates the delivery period; or
	b. reduces the Contract Price or the life cycle costs to the Procuring Agency; or
	c. improves the quality, efficiency, safety or sustainability of the services; or
	d. yields any other benefits to the Procuring Agency, without compromising the necessary functions of the Facilities.
	If the value engineering proposal is approved by the Procuring Agency and results in:
	a. a reduction of the Contract Price; the amount to be paid to the Cloud Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
	b. an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be

	paid to the Cloud Service Provider shall be the full increase in the Contract Price.

14. Force Majeure	14.1. **Definition**
	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
	14.2. **No Breach of Contract**
	The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;
	a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and
	b. has informed the other Party as soon as possible about the occurrence of such an event.
	14.3. **Extension of Time**
	Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure.
	14.4. **Payments**
	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Cloud Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
15. Termination	15.1. **By the Procuring Agency**
	The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Cloud Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);
	a. If the Cloud service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
	b. If the Cloud service provider becomes (or, if the Cloud service provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
	c. If the Cloud service provider fails to comply with any final decision reached as a result of arbitration proceedings;

	d. If as the result of Force Majeure, the Cloud service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
	e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

	15.2. By the Cloud Service Provider
	The Cloud Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
	a. If the Procuring Agency fails to pay any money due to the Cloud service provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Cloud service provider that such payment is overdue.
	b. If, as the result of Force Majeure, the Cloud service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
	c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
	d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Cloud Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Cloud Service Provider's notice specifying such breach.
**C. Obligations of the Cloud Service Provider**
16. General	**16.1. Standard of Performance**
	i. The Cloud Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Cloud service provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.
	ii. The Cloud service provider shall employ and provide such qualified and experienced Experts/Personnel as are required to carry out the Services.
	iii. The Cloud Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Cloud Service Providers as may be approved in advance by the Procuring Agency.
	16.2. Law Applicable to Services
	The Cloud Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Cloud Service Providers, comply with the Applicable Law.

17. Conflict of Interests	17.1. **Cloud Service Provider Not to Benefit from Commissions and Discounts.**
	The remuneration of the Cloud Service Provider shall constitute the Cloud Service Provider's sole remuneration in connection with this Contract or the Services, and the Cloud Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Cloud Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
	17.2. **Cloud Service Provider and Affiliates Not to be Otherwise Interested in Project**
	The Cloud Service Provider agree that, during the term of this Contract and after its termination, the Cloud Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
	17.3. **Prohibition of Conflicting Activities**
	Neither the Cloud Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
	a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
	b. during the term of this Contract, neither the Cloud Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
	c. after the termination of this Contract, such other activities as may be specified in the SCC.
18. Confidentiality	18.1. Except with the prior written consent of the Procuring Agency, the Cloud Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Cloud Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
19. Insurance to be Taken Out by the Service Provider	19.1. The Cloud Service Provider;
	a. shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and
	b. at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
20. Service Provider's Actions Requiring Procuring Agency's Prior Approval	20.1. The Cloud Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
	a. entering into a subcontract for the performance of any part of the Services,

	b. appointing such members of the Personnel not provided by the Cloud service provider;
	c. changing the Program of activities; and
	d. any other action that may be specified in the SCC.
21. Reporting Obligations	21.1. The Cloud Service Provider shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Documents Prepared by the Service Provider to Be the Property of the Procuring Agency	22.1. All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Cloud Service Provider shall become and remain the property of the Procuring Agency, and the Cloud Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Cloud Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the **SCC**.
23. Liquidated Damages	23.1. **Payments of Liquidated Damages** The Cloud Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Cloud Service Provider. Payment of liquidated damages shall not affect the Cloud Service Provider's liabilities. 23.2. **Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Cloud Service Provider by adjusting the next payment certificate. The Cloud Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**. 23.3. **Lack of performance penalty** If the Cloud Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Cloud Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the **SCC**.
24. Performance Guarantee	24.1. Within **Seven (07) days** from the issuance of acceptance letter from the Procuring Agency, the successful Cloud Service Provider shall furnish the Performance Guarantee at the discretion of the Procuring Agency in the form and amount **specified in SCC.** In case the amount of proposal security is equal or greater than the value of the Services to be provided then the Cloud Service Provider shall not require furnishing the Performance Guarantee separately, it will be retained or deducted from the Cloud Service Provider's claim on Service Provider's choice. 24.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Cloud Service Provider's failure to complete its obligations under the Contract. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Agency and shall be in the acceptable form as specified in **SCC**.

	24.3. The Performance Guarantee will be discharged by the Procuring Agency and returned to the Cloud Service Provider not later than thirty (30) days following the date of completion of the Cloud Service Provider's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**
25. Fraud and Corruption	25.1. The Procuring Agency requires the Cloud Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
26. Sustainable Procurement	26.1. The Cloud Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

	D. **Cloud Service Provider's personnel**	
27. Description of Key Personnel	27.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Cloud Service Provider's Key Personnel. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Procuring Agency.	
28. Removal and/or Replacement of Personnel	28.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Cloud Service Provider, it becomes necessary to replace any of the Key Personnel, the Cloud Service Provider shall provide as a replacement a person of equivalent or better qualifications.	
	28.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Cloud Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.	
	28.3. The Cloud Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.	
	E. **Obligations of the Procuring Agency**	
29. Assistance and Exemptions	29.1. The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Cloud Service Provider such assistance and exemptions as specified in the **SCC**.	
30. Change in the Applicable Law	30.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Cloud Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Cloud Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC**.	
31. Services and Facilities	31.1. The Procuring Agency shall make available to the Cloud Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.	
	31.2. In case that such services, facilities and property shall not be made available to the Cloud Service Provider, the Parties shall agree on	

	i.	any time extension that it may be appropriate to grant to the Cloud Service Provider for the performance of the Services,
	ii.	(ii) the manner in which the Cloud Service Provider shall procure any such services, facilities and property from other sources, and
	iii.	(iii) the additional payments, if any, to be made to the Cloud Service Provider as a result thereof.
	F. **Payments to the Cloud Service Provider**	
32. Lump-Sum Remuneration	32.1. The Cloud Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Cloud Service Provider in carrying out the Services. Except as provided in GCC 33, the Contract Price may only be increased above the amounts if the Parties have agreed to additional payments in accordance with GCC 34.	
33. Contract Price	33.1. The price payable in local currency is set forth in the SCC.	
	33.2. The price payable in foreign currency (if any) is set forth in the SCC.	
34. Payment for Additional Services, and Performance Incentive Compensation	34.1. For the purpose of determining the remuneration due for additional Services as may be mutually agreed.	
	34.2. If the SCC so specify, the Cloud service provider shall be paid performance incentive compensation if specified in the SCC.	

35. Terms and Conditions of Payment	35.1. Payments will be made to the Cloud Service Provider according to the payment schedule stated in the SCC.
	35.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Cloud Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Cloud Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.
36. Interest on Delayed Payments	36.1. If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Cloud Service Provider for each day of delay at the rate stated in the SCC.
37. Price Adjustment	37.1. Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency.
	37.2. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
38. Currency of Payment	38.1. Any payment under this Contract shall be made in the currency or currencies as specified in the SCC.
G. Quality Control	
39. Identifying Defects	39.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Cloud Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Cloud Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as

	defined in the SCC. Guidance related to the defects may be taken from the list published by the Cloud Office
40. Correction of Defects, and Lack of Performance Penalty	40.1. The Procuring Agency shall give notice to the Cloud Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
	40.2. Every time notice a Defect is given, the Cloud Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.
	40.3. If the Cloud Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Cloud Service Provider will pay this amount, and a Penalty for Lack of Performance.
H. Settlement of Disputes	
41. Amicable Settlement	41.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

42. Dispute Settlement	42.1. If any dispute arises between the Procuring Agency and the Cloud Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
	42.2. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
	42.3. The Adjudicator shall be paid by the hour at the rate specified in the PDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Procuring Agency and the Cloud Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
	42.4. The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
	42.5. Should the Adjudicator resign or die, or should the Procuring Agency and the Cloud Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Agency and the Cloud Service Provider. In case of disagreement between the Procuring Agency and the Cloud Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

Section VIII: Special Conditions of Contract

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

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.1	The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <u>English/Urdu.</u>
4.1	**The addresses are:** **Procuring Agency:** **Additional Registrar (Admn)** Chairman, Purchase Committeel Supreme Court of Pakistan Islamabad Tel: 051 – 9220582 - 99 **The Service Provider**: Attention: Address: Tel/Mob# Email:

6.1	**The Authorized Representatives are:**
	• **For the Procuring Agency:**
	  Name: _____
	  Designation: _____
	
	• **For the Service Provider:** *(Name & Designation)*
	  Name: _____
	  Designation: _____

7.1	The contract shall become effective from_____.
8.1	The number of days shall be maximum of thirty (30) from the effectiveness date.
10.2	**Expiration of Contract:** The contract duration is **one year** from the effectiveness date.
13 (a)	Percentage is fifteen percent.
15	**Termination:** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Service Provider shall be responsible

	for providing to the procuring agency all the data store on cloud services along with all the requirement (with allied documentation) which may be necessary for smooth transition to or performance by the Procuring agency itself or by any other organization/ body to whom the contract may be assigned.
17.3(c)	Procuring Agency's employee (directly involved in the implementation of this contract) shall not be engaged by the service provider within the period of two years from the contract completion date.

18	The Cloud Service provider while rendering the required services shall not release any information of Procuring Agency due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all data stored by the Procuring Agency shall not be taken back or deleted as per the instructions thereof.
19	The Cloud Service provider shall take and maintain the contractual liability Insurance.
20	Any activity that affects the performance of the contract requires prior approval of the Procuring Agency.
22.1	No document/software shall be allowed to be retained by the cloud service provider for future use.
23	If the Cloud Service provider fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Service Provider shall pay to the Procuring Agency as Liquidated Damages at a rate as defined below , in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Procuring Agency. The maximum amount of liquidated damages for the whole contract is 10% of the final Contract Price. After which the Procuring Agency may consider termination of the contract1. <table><tr><td>**Payment Method**</td><td>**Rate per Day**</td></tr><tr><td>A. Payment of Cloud Infrastructure</td><td>0.01%</td></tr><tr><td>B. Payment of Variable Monthly Charges</td><td>0.1%</td></tr></table>
24.1	**The amount of Performance Guarantee is 5%** of the total contract price in the shape of a Pay Order /Bank Draft/ Call Deposit or an un-conditional Bank Guarantee that must remain valid **Thirty (30) days** beyond the contract's expiry date.
26	The service provider shall ensure the sustainability in order to minimize the environmental impact of digital infrastructure. This includes reducing energy consumption and optimizing resource use throughout the tenure of this contract.
30	In case of any change in applicable law related to taxes and duties, the increase of decrease shall be applied to the following; Amount of One Time Subscription Cost: Rs.---------- --. Amount of Monthly cost: Rs. ------------. Amount of One Time Service Cost: Rs.---------- --.
33.1	Amounts is Rs.--------- --**.**
33.2	Not applicable as bid/contract currency is Pak. Rupees.
34.2	Procuring Agency shall not pay any performance incentive compensation to the service provider.

35.1	The method and conditions of payment to be made to the Cloud Service Provider under this Contract shall be as follows:
	Payment of Cloud Infrastructure, on monthly basis

Sr .#	Deliverable	Payment Percentage
1	Provisioning of Cloud Infrastructure to the Procuring Agency	**100%**
2	Configuration of Zones / Clusters	
3	Configuration of Network	
4	Configuration of VPN for 50 clients	
5	Storage Pools	
6	Backup Configuration	
7	Training	
8	Migration of Development instances	
9	Submission of Completion Report	

All payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice and acceptance of the same by the Procuring Agency.

35.2	The Advance Payment is **Not Applicable**.
36	The interest rate is: zero percent.
37	Contract price will not be adjusted.
38	All the payment to be released to the cloud service provider shall be in Pakistani Rupees (PKR).
39	**Identifying Defects:** The Procuring Agency reserves the right at any time to inspect the premises of the cloud service provider to inspect the cloud services and monitor the services being provided.
42.3	Adjudicator shall be appointed by the <u>SCP</u>. Also, remuneration of Adjudicator shall be decided by the designated authority.
42.4	Place of Arbitration is Islamabad.
42.5	SCP will be the Appointing Authority, to appoint the Adjudicator in case of disagreement between Procuring Agency and the Cloud Service Provider.

(Payment of Stamp Duty as Per the Prevailing Rates in Sindh Will Be the Responsibility of the Most Advantageous Cloud Service Provider)

CONTRACT FOR SERVICES

"Procurement of Cloud Services for the Supreme Court of Pakistan"

Between

Supreme Court of Pakistan

And

[Most Advantageous Cloud Service Provider]

DD-MM-YYYY

THIS AGREEMENT made the ***[number]*** day of the month of ***[month]***, ***[year]***, between, Procuring Agency of Pakistan (hereinafter called "The Supreme Court of Pakistan" of the one part and M/s *[the name of Cloud Service Provider]* of *[city and country of Cloud Service Provider]* (hereinafter called "the Cloud Service Provider") of the other part:

WHEREAS the Procuring Agency invited Proposals for provision of Procurement of Cloud Services, viz., *[brief description of services]* and has accepted a Proposal by the Cloud Service provider for the provision of Cloud Hosting Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price")

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

    (a) This Form of Contract;
    (b) The Form of Proposal and the Price Schedule submitted by the Cloud Service Provider;
    (c) The Schedule of Requirements;
    (d) The Scope of Services/Technical Specifications;
    (e) the Special Conditions of Contract;
    (f) the General Conditions of the Contract;
    (g) the Procuring Agency's Letter of Acceptance
    (h) Appendices
    >   i. Appendix A: Services and Facilities provided by the Procuring Agency
    >   ii. Appendix B: Key Experts Names of the Cloud Service Provider
    >   iii. Appendix C: Breakdown of the Contract Price
    >   v. Appendix D: Schedule of Payments
    >   vii. Appendix E: Notification of Award
    >   ix. Appendix F: Performance Guarantee
    >   x. Appendix G: Integrity Pact
    >   xi. Appendix H: Non-Disclosure Agreement

3. In consideration of the payments to be made by the Procuring Agency to the Cloud Service Provider as hereinafter mentioned, the Cloud Service Provider hereby covenants with the Procuring Agency to provide the Cloud Hosting Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Cloud Service Provider in consideration of the provision of Cloud Hosting services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of the Supreme Court of Pakistan	For and on behalf of the [Most Advantageous Cloud Service Provider]
[Authorized Representative] *(Name, Designation, Official Stamp and signature)*	*[Authorized Representative]* *(Name, Designation, Official Stamp and signature)*
Witness 1	**Witness 1**
Name: _____ **CNIC#** _____ **Signature:** _____	**Name:** _____ **CNIC#** _____ **Signature:** _____
Witness 2	**Witness 2**
Name: _____ **CNIC#** _____ **Signature:** _____	**Name:** _____ **CNIC#** _____ **Signature:** _____

Cloud Service Provider's Proposal/the Price Schedule

Letter of Acceptance

APPENDICES

(To be finalized at the contract award stage)

1. Appendix A: *Services and Facilities Provided by the Procuring Agency*
2. Appendix B: *Key Experts of the Cloud Service Provider*
3. Appendix C: *Breakdown of the Contract Price*
4. Appendix D: *Schedule of Payments*
5. Appendix E: *Notification of Award*
6. Appendix F: *Performance Guarantee*
7. Appendix G: *Integrity Pact*
8. Appendix H: *Non-Disclosure Agreement*

Appendix A - Services and Facilities Provided by the Procuring Agency

Not Applicable

[Insert name, designation, and contact numbers of the **Key Experts**]

Not Applicable

All payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice and acceptance of the same by the Procuring Agency.

Payment of Cloud Infrastructure

Sr. #	Deliverable
1	Provisioning of Cloud Infrastructure to the Procuring Agency
2	Configuration of Zones / Clusters
3	Configuration of Network
4	Configuration of VPN service for 50 Clients
5	Storage Pools
6	Backup Configuration
7	Training
8	Migration of Development instances

Note: Payment shall be made on monthly basis after provision of all services mentioned above and submission of Completion Report.

To:

Additional Registrar (Admn)
Chairman, Purchase Committee,
Supreme Court of Pakistan,
Constitution Avenue, G-5,
Islamabad

WHEREAS *[the name of Most Advantageous Cloud Service Provider]* (hereinafter called "the Cloud Service provider") has undertaken, in pursuance of Contract No. *[reference number of the contract]* to provide services *[description of services]* (hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Cloud Service provider, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Cloud Service provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2025

Signature and seal of the Guarantors
_____
[name of bank or financial institution]

(Over Stamp Paper)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
Declaration of Fees, Commissions and Brokerage, etc. Payable by the Cloud Service Providers in Contracts worth Rs. 10.00 Million or More

Contract No:
Contract Value:
Contract Title:

[the Name of Cloud Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

[the Name of Cloud Service Provider] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[the Name of Cloud Service Provider] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

(Over Stamp Paper)

THIS AGREEMENT made on_____between **Supreme Court of Pakistan (SCP)** having its registered office ------------- hereinafter referred to as the **DISCLOSING PARTY**

-and-

[The Name of Cloud Service Provider], a company having its registered office at _____ hereinafter referred to as the **RECEIVING PARTY** the (hereinafter together referred to as "the parties")

WHEREAS, the parties believe that they would mutually benefit by sharing certain **Confidential/Proprietary Information** (as defined herein) and believe it is in the interest of both the parties to ensure that all such confidential/proprietary information of the **DISCLOSING PARTY** will be safeguarded and carefully protected by the **RECEIVING PARTY.**

NOW THEREFORE, for consideration the adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Purpose of this Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect all confidential information and intellectual property to which Receiving Party shall have access to and/or developed for SCP.

Confidentiality and Acknowledgement

"Confidential Information" means any information directly or indirectly concerning, or related to the:

- Information about the activities of the SCP.

- Information including but not limited to:

    ♦ Policies

    ♦ Procedures

    ♦ Business Rules and Plans

    ♦ Validation Checks, all project related information

    ♦ Process followed etc.

- Any other information that recipient obtained from SCP deliberately or otherwise during the course of this exercise.

Whereas parties have agreed that the Disclosing Party has disclosed or may disclose certain confidential and proprietary information *(including, without limitation, internal policies & procedures, computer programs, technical drawings, algorithm, know-how, formulas, processes, ideas, whether patent or not and other technical, business, financial, customer and product development plans, forecast, strategies and information which to the extent previously, presently or subsequently disclosed to the Receiving party is hereinafter referred to as the **Confidential/Proprietary Information** of the Disclosing Party)* to the Receiving Party as per agreed scope of services. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to either party in the course of the other party's business.

The Receiving Party agrees to treat above types of information as secret and shall not at any time for any reason is permitted to disclosed to any person or otherwise use any unpublished information relating to the Supreme Court of Pakistan.

Further, the Receiving party agrees:

(i) To hold the DISCLOSING PARTY's PROPRIETARY INFORMATION in confidence and take reasonable precautions to protect such PROPRIETARY INFORMATION (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its confidential materials).

(ii) Not to divulge any such PROPRIETARY INFORMATION or any information derived therefrom to any third person.

(iii) Not to make any use whatsoever at any time of such PROPRIETARY INFORMATION except to evaluate internally its relationship with the DISCLOSING PARTY

(iv) Not to copy or reverse-engineer any such PROPRIETARY INFORMATION,

(v) To provide Disclosing Party, upon request, a list of all such persons who have been given access to Confidential Information.

2. Term of agreement

This agreement shall commence as of the effective date of agreement and shall remain in full force and effect for 10 years from effective date.

3. Remedies

The RECEIVING PARTY acknowledges that breach of this Agreement, Supreme Court of Pakistan, in addition to terminating the contract_____(add title of contract) and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses, including attorney's fees incurred by Supreme Court of Pakistan in taking.

4. Applicable laws

This agreement shall be governed by and constructed in accordance with the laws of Pakistan.

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

Supreme Court of Pakistan (Disclosing Party)	Agreed to and Accepted by M/s ---------------------- (Receiving Party)
Signature of nominated officer and Date	
	Signature of authorized representative and Date
Name	
WITNESS:	Name
	WITNESS:
CNIC No. _____	
	CNIC No._____

*********End of Document*********