



CENTRAL DIRECTORATE OF NATIONAL SAVINGS

Request for Proposal (RFP)

For

Provisioning/Supply, Renewal of Support/Subscription/ upgrade of Licensed Software

Government of Pakistan

Ministry of Finance

www.savings.gov.pk

September 2024



(SAY NO TO CORRUPTION)

Tender Notice

1. Central Directorate of National Savings invites the electronic bids through PPRA e-Pak Acquisition & Disposal System (EPADS) from well reputed OEM or their authorized dealers/ firms/companies/JVs/ consortium registered with taxation authorities & are on Active Taxpayer List (“ATL”) and having their own well established offices/workshops and supervisory structure for provisioning/supply, renewal of annual support/ subscription/upgrade of the Licensed Software for three years for Central Directorate of National Savings (CDNS) as elaborated in Article: 3 of Published RFP.
2. The detailed **Request for Proposals (RFPs)** which would be an integral part of this Tender may be obtained from undersigned during office hours or can be downloaded from www.savings.gov.pk or www.ppra.org.pk.
3. The Procurement Method as per PPRA Rule 36(b) [Single stage-Two Envelope Procedure] will be observed for this tender. Bidders are required to submit their bids through PPRA EPADS (www.eprocure.gov.pk), latest by **23-09-2024 up to 11:00 a.m.** Bids will be opened on the same day at **11:30 a.m** at Central Directorate of National Savings, Conference Room, 23-N, Civic Centre, G-6 Markaz, Islamabad in the presence of the bidders or their representatives who wish to attend the bid proceedings.
4. The Procuring Agency reserves the right to reject any/all or a part of bids prior to the acceptance of a bid or proposal, for which reason(s) may be conveyed if desired in writing. A Bid Security is required for each quoted group and acceptable in the shape of a Bank Draft/Pay Order/Demand Draft/CDR/Bankers Cheque/ Cashier Cheque only, issued from any scheduled bank operating in Pakistan, amounting to PKR 100,000/- (Rupees one hundred thousand only) in the favour of “**CDNS, Islamabad**” separately for each group must be submitted to CDNS in original on technical bid opening date and time, **without which the proposal shall not be entertained/accepted and be rejected straight away.**
5. For any query related to this tender notice, please feel free to contact the undersigned.

Director (Operations)

Ph: 051-9215753

Central Directorate of National Savings, Ministry of Finance, Islamabad



1. Description of Work

The Central Directorate of National Savings (CDNS) invites proposals/bids (Technical and Financial) through EPADS PPRA from well reputed OEM/ or their authorized dealers/ firms/companies/JVs/ consortium who are registered with Tax Department in Pakistan and are on Active Taxpayer List (“ATL”) for income tax and operative status for GST/ST and having their own well-established offices/workshops and supervisory structure for provisioning/supply, renewal of support/ subscription/upgrade of Licensed Software for three years as mentioned at Article - 3.

Timelines

- 1.1 Bids submission deadline : 23-09-2024 11:00 AM
1.2 Opening of Technical Bids : 23-09-2024 11:30 AM

2. Scope of Work

The instant tender is for provisioning/supply/annual support/subscription/upgrade (including Installation & Licensed Software, Media Kits, Installation accessories and renewal of of Licensed Software including migration tools etc., seamless migration of existing virtual machines (VMWARE) OS i.e CentOS7.X and RHEL 7.X to Latest RHEL 9.x along with RedHat Satellite Server (Bundle) etc).at Data Centre/DR Site of CDNS co-located at NTC Islamabad and Lahore respectively as per the requirement of CDNS for three years. **The supplier/ service provider shall also be responsible for any type of migration/upgrade from old software version to upgraded version of software backed by OEM without any additional cost.**

The procuring agency reserves the right to test/ inspect the software anywhere (at CDNS, Data Centre, DR Site etc.) jointly with supplier team or independently through its technical team.

The vendor shall provide response/ after sale support for software/license backed by Principal.

Important Note:

- a. The procuring agency reserves the right to increase or decrease the quantity items to be procured depending on its requirement and/or budgetary provision etc. for which the bidders will have no objection.
- b. The Procuring Agency reserves the right to reject any or part of bid or all bids prior to acceptance of bid or proposal for which the reason may be conveyed if desired.
- c. Bidder must bid for all the software within a Group (I or II or III or IV or V or VI or all of them). Partial bid within a Group will not be entertained and rejected straight away.
- d. Items should be quoted as a Turn-key basis including installation & configuration etc.; at Data Center and DR site of CDNS Co-located at NTC, Islamabad & Lahore as per the requirement of CDNS would be the responsibility of successful bidder with comprehensive Onsite support & maintenance etc. backed by OEM.
- e. **Bidder shall ensure comprehensive On-Site Support for the support period (Principal backed support) including patches, software upgrades (including version upgradation/migration from old version to new and its support, replacement & Configuration etc. at bidders own cost.**
- f. Poor compliance of any requirements and guidance (other than the specifications of items mentioned at Clause-3 where 100% compliance of minimum requirement is mandatory) mentioned in this RFP may affect the ranking / marking of Technical Evaluation of bid, therefore it is advised to prepare Technical bids very carefully otherwise no claim for poor marking shall be entertained.



- g. A single bidder or JV may participate for any or all group(s) mentioned at Clause -3, however the Bidder is required to submit the Bid Security for each group separately.
- h. Each page of bids (Technical & Financial) must be signed and stamped by vendor.
- i. No document will be accepted after bids submission deadline.**
- j. The Procuring Agency reserves the right to ask for any clarification / document, if deemed necessary.

2.1 Special Considerations for the Bidder

- a. Items should be quoted as a Turn-key project (providing license, installation on Primary/DR site and support & maintenance etc.)
- b. Bidder is responsible to provide comprehensive training for installation and operation and maintenance of all supplied items to the staff nominated by Procuring Agency/CDNS followed by refresher courses during the support period.
- c. Bidder will be responsible for complete installation, configuration and migration from old version to latest version at his own costs and risks.
- d. Bids can be submitted by an individual firm or in shape of consortium, Joint Venture (JV) or association with firm(s), however in such case the documentary evidence should be provided showing legitimacy on legal document/agreement and other description/detail of such relationship(s).
- e. Provisioning of any missing components required for full functioning of system would be the responsibility of successful bidder for which no extra payment be made by procuring agency.
- f. Provisioning of licensed software for quoted item installation/deployment i.e operating system and Database along with support is the responsibilities of vendor, further the license shall be registered in the name and propriety of the Procuring Agency/CDNS i.e in the name of CDNS, Islamabad.
- g. Bidder shall ensure comprehensive On-Site Support for Warranty period of 3 Years (Principal backed warranty) including patches, software upgrades, replacement, Configuration etc.

3. Items

Group	Item Descript	QTY
I	VMware vSphere Foundation (Cores)	250
II	Oracle Linux Support Services (Sockets)	4
III	a). Red Hat Enterprise Linux for Virtual Datacenters with Satellite, Premium (Servers)	2
	b). Red Hat Enterprise Linux for Virtual Datacenters with Satellite, Premium (Nodes)	125 (PR) + 75 (DR)
IV	Oracle Enterprise Edition 19 C (CSI # 21668475)	24
V	Veeam Backup and Replication Enterprise Plus (Sockets)	08
VI	Atlassian JIRA Service Desk Application [Perpetual License including support] (Agents)	300

4. Implementation & Payment Schedule

- 4.1 Issuance of letter of acceptance/ supply/work order to successful bidder(s) as per PPRA Rules.
- 4.2 Signing of Agreement/contract within **10 days** after the acknowledgement of letter of acceptance /supply order.
- 4.3 A penalty shall be imposed @ **1% (one percent)** per week of value of delayed items.



- 4.4 Provisioning/Supply including Installation and Configuration, Support/Subscription/upgrade of Licence Software at Data Center/DR Site of CDNS within **two weeks** of date of issuance of letter of acceptance/ supply /work order, this may also lead to the blacklisting of the company if feels appropriate by the CDNS.
- 4.5 Submission of un-conditional and irrevocable Performance Bank Guarantee (“PBG”) equal to **5% (five percent)** of total contract price (for the contract price of agreement to be signed with the Procuring Agency), valid for three (03) years from the date of Support/Subscription/upgrade of Licence Software. The (“PBG”) shall be submitted on or before raising invoices. The (“PBG”) may be released by the Procuring Agency after successful completion of contract period. However, the Procuring Agency reserves the right to forfeit (“PBG”) on poor Performance of the Vendor besides taking necessary actions under the law if deemed necessary.
- 4.6 The Payment shall be made when the successful bidder provides the licensed software from principal and the same be activated. The payment for support/subscription/upgrade of software shall be paid annually, upon submission of invoices along with the necessary documents.**

5. Format for Technical Proposals

The technical proposal should be comprehensively prepared, structured, and presented in the **form of chapters** to include, but not necessarily be limited to, the following information. Support material should not be part of the main proposal but should be placed in annexure. Bidders are required to incorporate the accurate information in their technical bids and attach as much as they can the technical material that may enable their technical bids sound especially for the technical evaluation criteria, in case of failure /poor compliance to this may result in poor marking of technical bids for which no claim of the bidder would be entertained.

Note: During the technical evaluation, a bidder or all bidders may be called for detailed technical presentation/clarification, if desired by the procuring agency for which all costs and risks shall be borne by the bidder.

5.1 General

The bidders should provide the following.

- i. Name of the participating firm/company or participating organizations (if more than one) in the responding JV/consortium (along with proof of JV/ consortium etc.), including their scope of involvement and proper authorization to lead bidder for carrying out all transactions/commitments etc. on the behalf of JV/ consortium partner.
- ii. Number of years of incorporation of the participating firm/company/bidder or participating organizations (if more than one). Please provide copy of certificate of incorporation under section 32 of the companies’ ordinance 1984 as amended time to time issued by SECP.
- iii. **Value, Size and Nature** of Contracts in hand and Contracts completed, in tabular form as mentioned in article 5.3



- iv. Each page of the Technical & Financial Bid should be signed and stamped by the authorized representative of the bidder(s).
- v. 100% compliance of this RFP/ Tender Notice.
- vi. **Any bid received, after the deadline/ Closing date and time (as mentioned in tender notice) will not be entertained and returned unopened to the Bidder/its postal address whichever the case may be.**

5.2 Financial Capabilities

The bidder(s) shall describe the financial position/ strength/ soundness of its company/bidder/JV/ consortium. **Business Statement** for last 3 years should be included in the **Technical proposal**. Additionally, the bidder shall provide information (including **financial value of projects**) on any major projects that have been awarded to them or their business partners, where it is felt that this would be beneficial in supporting their response to this RFP. The **National Tax Numbers and Sales Tax Registration Numbers and Non-Black Listing under takings** of the company/bidder/JV/ consortium should also be indicated (**Photocopies of concerned documents should be attached with technical proposal**).

5.3 Relevant Experience

Bidder should mention its experience of doing business for example working with Banks/ Financial Institutions /Government / Semi Government / Autonomous/Private Sector or Financial Sector Organization etc.; Bidder should provide the details of experience in similar contracts (if any). Photocopies of proofs of such work may also be attached with proper referencing of Page Numbers in technical bid.

Sr. No.	Brief of Project Nature	Value of Project	Size of Project (e.g. No. of quoted items Delivered etc.)	Support Provided to Client for Supplied items (years)	Name of the Client with Contact person & Contact Details
1					
2					

*** Add further rows for more Projects**

5.4 Staff assigned to this Project

Bidder must have adequate relevant professionals on their pay role, working for bidder at least since one year. List of personnel who will be working on this project, their names and roles should be provided. Particular focus should be on **core skills set** required for **implementation and support** for this project.

5.4.1 Total Staff assigned to the project (Please specify **role of each person for this project**, as per minimum requirements).

5.4.2 Specify the Staff/Focal Person of suitable designation to Liaison with Procuring Agency for assuring timely/early supply of items

5.4.3 Total Staff assigned to the project for **Support purposes backed by OEM**.

5.4.4 Specify the focal person for after sale support issues till the validity of support period/ warranty period.

5.5 Deliverables



Besides the agreement including support plan for Support/warranty period etc.; the Items for support/subscription/upgrade, Performance Bank Guarantee, the vendor shall provide user manual / technical manuals / brochures, drivers / CDs etc.; and other related material of support items if any. Provisioning of any patch required for the installation; configuration & implementation of support items shall be the responsibility of successful vendor for which no extra payment shall be made.

5.6 Support Capabilities.

The bidder should indicate the support capabilities, abilities, and technical strength to be provided during SLA period of items. Strength and qualifications of support personnel designated for the project must be indicated. **The selected vendor has to provide Three (03) years onsite comprehensive (Principal /OEM Backed) service, support for the items for which support/subscription/upgradation is required.**

It will include providing 24x7x365 days Help Desk support for technical issues with proper escalation matrix i.e. if the issue/ problem could not be resolved by the designated support personnel for the project by the vendor then the issue will be routed to the Executives of the Vendor and OEM for early resolution of the issue/ problem automatically.

5.7 License & Support Agreement (LSA)

The successful firm/ company/ vendor shall sign a License & Support Agreement (LSA) with the CDNS providing the on-site maintenance, all types of patches of software and configuration support services during the support period (at-least) (03) years starting from the date of support/subscription/upgrade of software. The agreement shall comprise the following minimum conditions:

Ensure post implementation instant support of the software and configuration including Patch updates.

Must submit a detailed reporting process for complaints and remedies thereof to the CDNS.

All software-based items contain installation and configuration and end user orientation manual which is responsibility of the supplier/service provider (if support is not provided by the Principal). Besides this the supplier/ service provider/vendor shall also be responsible for any type of migration/upgrade form old software version to upgraded version of software backed by OEM without any additional cost.

The firm/company shall maintain a record of software licenses as per Item qualified and share with CDNS.

24x7 unrestructured access to support service portal is to be provided by the Principal/OEM and be available to designated/assigned staff of CDNS/ Procuring Agency.

6. General Terms & Conditions

6.1 Bid Security

A Bid Security is required for **each quoted group** and acceptable in the shape of a Bank Draft/Pay Order/Demand Draft/CDR/Bankers Cheque/ Cashier Cheque only, issued from any scheduled bank operating in Pakistan, amounting to PKR 100,000/- (Rupees one hundred thousand only) in the favour of “**CDNS, Islamabad**” separately for each group. **The Bid Security must be submitted for each group separately for each group must be submitted to**



CDNS in original on technical bid opening date and time, without which the proposal shall not be entertained/accepted and be rejected straight away. If a bidder withdraws its bid during the procurement process or a successful vendor fails to acknowledge the letter of acceptance/signing of agreement etc.; in such scenarios the Procuring Agency reserves the right to forfeit the Bid Security besides taking other necessary actions under the law of the Land. Further the Procuring Agency may ask the second Most Advantageous bidder for award of contract and so on (as per its convenience) if the Most Advantageous bidder fails to comply. The bid security of unsuccessful bidder(s) may be released after contract signing with successful bidder. The bid security of successful bidder may be released after signing of the agreement and provision of the Performance Bank Guarantee.

6.2 Validity of proposal

All proposal and price shall remain valid for a period of at least **180 days** from the closing date of the submission of the proposal/bid as mentioned in tender notice/RFP.

6.3 Performance Bank Guarantee (“PBG”)

The successful vendor shall be required to submit an un-conditional and irrevocable (“PBG”), a sum equivalent to **5% (five Percent) of the total contract value of each group** (for the contract price of agreement to be signed with CDNS), valid for three years. The (“PBG”) may be released by the Procuring Agency after successful completion of contract period. The (“PBG”) shall be submitted on or before raising invoices. This (“PBG”) shall be issued by any scheduled bank operating in Pakistan and the value for the outstanding deliverables of the contract will remain valid until the final and formal termination of Contract by Procuring Agency. The Procuring Agency may forfeit the (“PBG”) if the bidder’s performance found to be poor or bidder breaches any of its obligations under the contract agreement or published RFP besides considerations for black listing the selected vendor/ company or any other action taken under the law or all or waive off all or partially based on sound justification that may be beyond its normal control, provided by the vendor and up to the satisfaction of procuring agency but the decision in this regard would be at sole discretion of the procuring agency and in no way, the vendor may consider it as its Right. The procuring agency/CDNS may consider the submission of PBG on yearly basis (as some Banks issue PBG for one year) in such case, the previous PBG shall be released upon submission of renewed or fresh PBG for next period. However, PBG for complete three (03) years is desired.

6.4 Currency

All currency in the proposal shall be quoted in Pak Rupees (PKR) only otherwise bid(s) would be rejected.

6.5 Withholding Tax, Sales Tax and other Taxes/Levies/ Duties

The bidder is hereby informed that the Government shall deduct tax/duties at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered purchase/supply by any bidder who signs the contract with the Government. The bidder will be responsible for payment of all taxes/duties on transactions and/or income, which may be levied by government from time to time.

6.6 Original Equipment Manufacturer (OEM) relationship and warranties.

The bidder should be maintaining highest level of relationship with **ORIGINAL EQUIPMENT MANUFACTURER (OEM)** for the items quoted and **valid proof of such relationship must be attached with Technical bid.**



The OEM relation proof shall be submitted specially otherwise, bid may be rejected during initial examination/screening.

6.7 Contracting (Signing of Agreement)

The selected vendor will submit Contract, for which draft may be obtained from procuring agency, and be signed on a stamp paper of Rs. 1000/- within **ten (10) days** of issuance of Work Order/letter of acceptance.

6.8 Governing Law

This RFP and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The Government of Pakistan and all bidders responding to this RFP and parties to any contract executed pursuant to this RFP shall submit to the exclusive jurisdiction to Honourable Courts at **Islamabad only**.

6.9 Acceptance Criteria

As per PPRA Rule 36(b) - Single Stage-Two envelope procedure, the proposals will be evaluated technically first. The Technical and Financial Proposals shall be allocated 60 and 40 marks, respectively. In Evaluation of Technical Bids 36 out of 60 marks are the qualifying marks. Financial bids of only qualified bidders will be opened. The distribution of 100 marks and formulae of financial bids evaluations will be as follows.

Technical Proposal (T) = 60 Marks. (36 are qualifying marks)

Financial Proposal (F) = 40 Marks.

Total (T+F) = 100 Marks.

The technical proposals/bids securing 36 marks i.e. 60% of total marks (60) allocated for Technical Proposals or more in the technical evaluation will qualify for the next stage, i.e. financial bid opening. The bidder whose quoted prices are lowest will get the maximum marks (i.e. 40 marks) in financial evaluation using formulae given below:

(A) Bid Ratio = (a) Lowest quoted price / (b) Quoted price for which financial marks are required

[For lowest it would be 1]

(B) Bid Ratio x 40 = Financial marks of (b)

The cumulative effect of both Technical and Financial marks shall determine the position of the bidders.

The contract may be considered to be awarded to the bidder(s) whose bid is approved on the basis of evaluation to be **“Most Advantageous Bid”** as per PPRA Rules.

Note: - The proposal from any firm which is blacklisted from any government entity will not be considered.

6.10 Delivery Time

Provisioning/Supply,Support/subscription/upgrade of the Items would be completed within **two weeks (Software/Licenses etc.)** from the date of issuance of supply/work order/letter of acceptance.



6.11 Penalty

In case of delay in delivery of supply, the Procuring, Agency reserves the right to impose 1% (One Percent) per week penalty of value of delayed item to vendor. The contract to be executed between CDNS and the selected vendor will contain penalty clauses for delay in the implementation schedule given at section 5.7 License & Support Agreement (LSA) as well as failure to comply with the provision of providing the required services during the execution period of the License & Support Agreement (LSA). In case of faulty support services, the penalty may be imposed @ 01% per week of the quoted price for maintenance and support services. This may also lead to the blacklisting of the company if feels appropriate by the CDNS. The procuring agency reserves the rights to relax the penalty clause, if imposed, in case of satisfactory written justification/ evidence provided by vendor for delay/support services. However it rests only with the discretion of Procuring Agency and endor have no right to compel or Argu to do so.

6.12 Responsiveness Test/Initial Screening

Prior to the Technical Evaluation of the Technical Bids, All the Technical Bids shall be examined for the responsiveness Test/ Initial Screening based on following parameters which are pre-requisites and be considered as must meet requirements; non-compliance of any of following clause shall disqualify the bidder(s) straight away. **All bidders are required to submit compliance sheet/page containing the Reference Page # in Technical Bid of proof.**

- 6.12.1 Bidders have legal presence in Pakistan for at least five years, submit SECP certificate.
- 6.12.2 The bidders must be registered with Taxation department and are on Active Taxpayer List with the registration status for Income Tax as “ACTIVE” and for sales Tax “OPERATIVE”.
- 6.12.3 Have been in business/service support of software items for at least 05 years, submit work order.
- 6.12.4 Satisfy the clause 6.6 OEM relationship.
- 6.12.5 Affidavit on stamp paper (latest) of Rs. 100/- signed by bidder and duly attested by Notary Public/ Oath Commissioner, describing that bidder is not blacklisted from any government department. **ALSO ADD That they are not in litigation with any govt. department.**
- 6.12.6 Bid security as an earnest money of required amount and shape, **for quoted group(s)**, must submit to CDNS on technical bid opening date and time.

Note: Non-compliance of any clause/article of this RFP, concealment or sharing misleading facts may lead to disqualify the bidder(s) at any stage from bidding process.

The detailed Technical Evaluation will be conducted for only those bidders whose bids are found to be responsive in Responsiveness Test/Initial Screening as per clause (6.12) of this RFP.

- 6.12.7 **Any attempt directly or indirectly to influence the working of Purchase / Technical Committee of the Procuring Agency or using any unfair means by the participating bidder(s)/ firm(s) shall result in dis-qualification from bidding process straightaway**

The detail technical evaluation will include all requirements mentioned in Proforma for Technical Evaluation Criteria under Clause-8.



7. Instructions for Bidders

7.1 Communication

For any clarification to this RFP may be sought from:

Director (Operations)

Central Directorate of National Savings (CDNS),
Ministry Of Finance.

GOVERNMENT OF PAKISTAN

23-N, Savings House, G-6 Civic center, Islamabad.

Direct: 051-921-5753, Fax: +92-51-9215761-62

7.2 Submission of Proposal

Bidder must submit their proposal electronically within due date and time Late submission of the Proposals shall not be entertained

7.3 Mode of Delivery of Bids and Address

Proposals shall be delivered by electronically through PPRA EPADS system.

7.4 Disclosure/ Integrity Pact

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 Service Provider represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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.

By signing this agreement, the Service Provider certify 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, representative or warranty.

By signing this agreement, the Service Provider accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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, 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by 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 GoP.

7.5 Force Majeure

A “Force Majeure Event” shall mean act of God or man mad activities or any event or circumstance or combination of events or circumstances that are beyond the control of a Party and that on or after the date of signing of this Agreement, materially and adversely affects the performance by that Party of its obligations or the enjoyment by that Party of its rights under or pursuant to this Agreement; provided, however, that any such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” within the meaning of this Section to the extent that such material and adverse effect could have been prevented, overcome, or remedied in whole or in part by the affected Party through the exercise of due diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Sites and the Facilities, as the case may be, from a casualty or other reasonably foreseeable event, which acts or activities are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of the protection measures. “Force Majeure Events” hereunder shall include each of the following events and circumstances that occur inside or directly involve Pakistan, but only to the extent that each satisfies the above requirements:

- i. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage.
- ii. strikes, works to rule or go-slows that extend beyond the Sites, are widespread or nationwide.
- iii. Change in Laws of Pakistan.
- iv. Other events beyond the reasonable control of the affected Party, including, but not limited to, uncontrollable events, namely, lightning, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado, epidemic or plague, radioactive contamination, or ionizing radiation.

Notification Obligations

If by reason of a Force Majeure Event, a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:

give the other Party notice of the Force Majeure Event(s) as soon as practicable, but in any event, not later than Fourteen (14) Days.

give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonable determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform the obligations, and other relevant matters as soon as practicable, but in any event, not later than fifteen (15) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party.

Failure by the affected Party to give notice of a Force Majeure Event to the other Party within the seven (7) Days period shall not prevent the affected Party from giving such notice at a later time; the affected Party shall be excused for such failure or delay from the date of commencement of the relevant Force Majeure Event.

Duty to Mitigate

The affected party shall use all efforts to mitigate the effects of a Force Majeure Event, including, but not limited to, the payment of all such sums of money by or on behalf of the affected Party, which sums are reasonable in light of the likely efficacy of the mitigation measures.



Other than for breaches of this Agreement by the other Party, and without prejudice to the affected Party's rights to indemnification pursuant to Article, the other Party shall not bear any liability for any Loss or expense suffered by the affected Party as a result of a Force Majeure Event.

7.6 Grievance Redressal

Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen (15) days after the announcement of the bid evaluation report to the Grievance Redressal Committee of Procuring Agency. The Committee for the purpose is already notified at PPRA Website.

7.7 Amicable Settlement

7.7.1 Any dispute, controversy or claim arising out of or relating to this Contract/RFP, or the breach, termination or invalidity thereof, shall be resolved through negotiation in an amicable and friendly manner between the parties. The Parties shall seek to resolve any dispute amicably by mutual consultation and discussion at the appropriate level of Parties or through the committee constituted, representing members from both sides, whichever is suitable to reach the amicable solution of dispute.

7.7.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within thirty (30) days after receipt. If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, Following shall apply.

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Failing amicable settlement, the dispute, differences or claims, as the case may be, shall be finally settled by binding arbitration in accordance with the provisions of the Arbitration Act 1940 amended time to time of Pakistan.
2. The arbitration shall be conducted at Islamabad, Pakistan before an arbitration panel comprising three (3) members, one to be nominated by each Party and the third nominated by the first two nominees (collectively, "arbitration panel").
3. The fees and expenses of the arbitrators and all other expenses of the arbitration shall initially be borne and paid equally by both the Parties, subject to determination by the arbitration panel. The arbitration panel may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.
4. Any decision or award resulting from the arbitration shall be final and binding upon the Parties. The Parties agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets, wherever they may be found, and that a judgment upon the arbitral award may be entered in Honorable Courts having jurisdiction at Islamabad only.
5. Pending the submission of and/or decision on a dispute difference or claim or until the arbitral award is published the Parties shall continue to perform all of their obligations under the Contract.

In case of non-settlement of dispute through amicable settlement or arbitration, the party may submit appeal to **honorable courts having exclusive jurisdiction of Islamabad only.**



8. Technical Evaluation Criteria (60 Marks)						Distribution of Technical Marks
8.1	Financial Strength (Rs. In Million)	Financial document / statement describing annual business turnover of last three (3) years. (Submit related documents).	2021 2022 2023	Rs. _____ Rs. _____ Rs. _____	Place at Page No. ___ of Bid Place at Page No. ___ of Bid Place at Page No. ___ of Bid	10
8.2	Experience in Non-financial Sector (Number of Projects)	Completed similar nature (Software) projects with departments regarding supply/ annual support of software in last three years. (Submit related documents/ supply orders)	2021 2022 2023	Sale Qty ___ Support Qty ___ Qty ___ Qty ___	Place at Page No. ___ of Bid Place at Page No. ___ of Bid Place at Page No. ___ of Bid	10
8.3	Experience in Financial Sector (Number of Projects)	Completed similar nature (Software) projects with Financial Institutes regarding supply/ annual support of software in last three years. (Submit related documents/ supply orders)	2021 2022 2023	Sale Qty ___ Support Qty ___ Qty ___ Qty ___	Place at Page No. ___ of Bid Place at Page No. ___ of Bid Place at Page No. ___ of Bid	10
8.4	Offices and Workshops (Number of Offices in different cities of Pakistan)	The company/ firm have offices across Pakistan. (submit related documents).	Office-1 Office-2 Office-3 Office-4	Address _____ Address _____ Address _____ Address _____	Place at Page No. ___ of Bid Place at Page No. ___ of Bid Place at Page No. ___ of Bid Place at Page No. ___ of Bid	6



8.5	Human Resource (Number of certified employees)	The company/ firm have total numbers of certified employees for Software across the Pakistan. (submit related documents).	No. of Total Certified Employees ____	Place at Page No. ____ of Bid	6
8.6	Support/Service Plan	The company/ firm providing a most comprehensive, responsive and technology driven plan may be given maximum marks. (submit related documents)		Place at Page No. ____ of Bid	6
8.7	Relation with OEM	The company/ firms relationship with OEM. (submit updated documents)		Place at Page No. ____ of Bid	6
8.8	Satisfactory Performance Certificates	The company/ firm who have completed projects of similar nature (Software) in last three years . The company must submit Satisfactory Performance Certificates issued by customer. (Submit related documents)		Place at Page No. ____ of Bid	6
Total Marks					60



Annexure-A

***Format for Financial Proposal (For Single Group) For Provisioning/Maintenance & Support Services Costs (Total Costs for 3 Years to be provided)**

Group-I

Name of Item	Qty	Unit/Support Cost (Rs) (With all applicable Taxes)	Total Unit/Support Cost (Rs) (Without all applicable Taxes)	Total Unit/Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 1]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 2]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 3]	Grand Total (Rs.) (With all applicable Taxes)
VMware vSphere Foundation	250 Cores						

Group-II

Name of Item	Qty	Unit/Support Cost (Rs) (With all applicable Taxes)	Total Unit/Support Cost (Rs) (Without all applicable Taxes)	Total Unit/Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 1]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 2]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 3]	Grand Total (Rs.) (With all applicable Taxes)
Oracle Linux	4						



Group-III

Name of Item	Qty	Unit/Support Cost (Rs) (With all applicable Taxes)	Total Unit/Support Cost (Rs) (Without all applicable Taxes)	Total Unit/Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 1]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 2]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 3]	Grand Total (Rs.) (With all applicable Taxes)
a). Red Hat Enterprise Linux for Virtual Datacenter with Satellite, Premium (Servers)	2						
b). Red Hat Enterprise Linux for Virtual Datacenter with Satellite, Premium (Nodes)	125 (PR) + 75 (DR)						

Group-IV

Name of Item	Qty	Support Cost (Rs) (With all applicable Taxes)	Total Support Cost (Rs) (Without all applicable Taxes)	Total Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 1]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 2]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 3]	Grand Total (Rs.) (With all applicable Taxes)
Oracle Enterprise Edition 19 C CSI # 21668475	24						



Group-V

Name of Item	Qty	Support Cost (Rs) (With all applicable Taxes)	Total Support Cost (Rs) (Without all applicable Taxes)	Total Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 1]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 2]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 3]	Grand Total (Rs.) (With all applicable Taxes)
Veeam Backup and Replication Enterprise Plus	08 Socket						

Group-VI

Name of Item	Qty	Prepetual and Support Cost (Rs) (With all applicable Taxes)	Total Cost (Rs) (Without all applicable Taxes)	Total Prepetual and Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 1]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 2]	Support Cost (Rs.) (With all applicable Taxes) [FOR YEAR 3]	Grand Total (Rs.) (With all applicable Taxes)
Atlassian JIRA Service Desk Application (Prepetual License including Support) a). 2K+ users b). Can create Multiple Projects c). Premium/Enterprise LEVEL Support	300 agents						

*Note:

For each Group (if quoted) separate financial bid be submitted.

Authorized Signature: _____

Full Name: _____

Designation: _____

Stamp:



No Objection Certificate (NOC)

-Print on letter head of bidding firm/company-

Director General
Central Directorate of National Savings,
23-N, Melody Market, G-6 Markaz,
Islamabad.

Subject: **No Objection Certificate (NOC)**

Sir,

Reference to clause # 6.12.9, We, M/s_____ understand that Procuring Agency has published the detailed unambiguous Technical Evaluation criteria through Article-8 of this RFP and total marks allocated for Technical Evaluation. We have no objection and we will never ask about the individual criteria wise marks to be published or shared with us

We look forward to your favourable response.

Regards

(Name of authorized person)

(Designation)

(Signature)

(CNIC#)

(Stamp of firm/ company)