

EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: PROTECT Lab - FAST-NUCES Islamabad
2. Method of Procurement: Single Stage Two Envelop
3. Title of Procurement: PROCUREMENT OF DESKTOP
4. Tender Inquiry No.: PROTECTLab-2-2021
5. PPRA Ref. No. (TSE): TS452090E
6. Date & Time of Bid Closing: 8th June 2021 at 2:30 pm
7. Date & Time of Bid Opening: 8th June 2021 at 3:00 pm
8. No of Bids Received: Two (2) bidders submitted sealed bids
9. Criteria for Bid Evaluation: As per Tender Document
10. Details of Bid(s) Evaluation:

After evaluation of bids by the Technical committee, following recommendations of the committee are as under:

| Compliance of Bidders with Technical Proposals | | | |
|--|-----------------|--|------------------------|
| Sr.# | Name of Firm | Mandatory requirements / Technical proposal compliance | Qualified/Disqualified |
| 1 | Wise Tech | Responsive for Item Desktop | Qualified |
| 2 | RS Technologies | Responsive for Item Desktop | Qualified |

After evaluation of bids by the Financial committee, following recommendations of the committee are as under:

| Sr.# | Name of Bidder | Item | Qty | Evaluated Cost | Rule/Regulation/SBD*/Policy/Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004. |
|------|----------------|-------------------|-----|----------------|--|
| 1 | Wise Tech | GPU based Desktop | 1 | 789,528/- | Lowest Evaluated Bidder |

Lowest Evaluated Bidder: Wise Tech was recommended for procurement.

11. Any other additional / supporting information, the procuring agency may like to share.

Signature:

Official Stamp:

*Standard Bidding Documents (SBD)



Dr. Muhammad Asim
PI, PROTECT Lab, FAST-NUCES

Protect Lab

NUCES-FAST, Islamabad



National University
of computer and emerging sciences

BID DOCUMENT
TENDER NO. PROTECTLab-2-2021
PROCUREMENT OF DESKTOP

Protect Lab
Department of Computer Science
NUCES-FAST, Islamabad

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INTRODUCTION

Protect Lab is a research lab affiliated with National Center of Cyber Security (NCCS). Protect Lab is located at National University of Computer & Emerging Sciences (NUCES-FAST), Islamabad. It is working on various research based projects in the domain of Cyber Security.

| Section | Clause | SECTION |
|----------|-------------|--|
| 1 | | INVITATION TO BID |
| | | <p>Protect Lab has invited bids from Active Tax Payer vendors authorized by Principal/ Manufacturers' / authorized partners, registered with Income Tax and Sales Tax Authorities through advertisements appeared on FAST-NUCES Official Website, PPRA website and newspapers to submit their offers for procurement of goods mentioned in Sections 7 & 8 of this Bid Document.</p> <p>It is advised to carefully study this document and prepare your bid strictly in compliance to all terms & conditions mentioned in this document. Please ensure that your representative has registered for participation at the time of obtaining this Bid Document from the FAST NUCES's website (http://isb.nu.edu.pk/Media/Procurement)</p> |
| 2 | | INSTRUCTIONS TO BIDDERS |
| | 2.1 | Bidder must completely comply with all conditions of Bidder Qualification Criteria defined in the Section 10 of this Document. Noncompliance to any of requirement defined in Bidder Qualification Criteria shall result to rejection of the bid and shall not be considered for evaluation. |
| | 2.2 | It is mandatory for all participating bidders to complete the Bidder Qualification Criteria Form available in this document at Annexure "A" . |
| | 2.3 | Bidder must submit the bid as defined in CLAUSE 5 of this document. |
| | 2.4 | Bids may be submitted upto the date and time defined in CLAUSE 5.3 |
| | 2.5 | A bid must be secured with the Bid Security as defined in Section 14 . |
| | 2.6 | Successful bidder shall be required to submit Performance Security as defined in CLAUSE (14.2) . Performance security needs to be submitted within seven (7) days upon issuance of Letter of Intent. The time may be extended by the Procuring Agency. |
| | 2.7 | All Sections, including annexure of this Bidding Document are fully enforced during and after the bidding procedure. |
| | 2.8 | Negotiations There shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other Bidder. |
| | 2.9 | Joint Venture, sub contracting and subletting by the bidder is not allowed. If any such activity is revealed at any stage, Purchase Order/Procurement Contract may be cancelled and Bid Security/Performance Security shall be forfeited by the procuring agency. |
| 3 | | PROCUREMENT PROCEDURE |
| | | Open Competitive Bidding. Single stage - two envelope procedure as defined in PPRA Rule 2004, Clause 36 (b) will be used for this procurement. |
| 4 | | FORM OF PROCUREMENT CONTRACT |
| | 4.1. | <p>Successful bidder shall be required to sign the Procurement Contract with Protect Lab. General Conditions of the Contract are available in the Document at Section 15.</p> <p>The Contract need to be signed within 7 days of issuance of Letter of Intent. The signing period may be extended by the Protect Lab at its sole discretion.</p> |

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| 5 | 5.1 | BID SUBMISSION |
| | 5.1.1 | The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal; The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion; Bidder Qualification Criteria Form and Earnest money shall be enclosed with the technical proposal. |
| | 5.1.2 | Bids may be submitted to the address of contact person provided at clause 5.5.1. |
| | 5.1.3 | Any interlineations, erasure, overwriting shall be valid only if they are initialed by the person or persons signing the bid. |
| | 5.1.4 | No bid shall be withdrawn after submission of the bid and bid validity specified by the bidder on the Bid form. Such withdrawal of bid during this interval may result in forfeiture of Bidder’s bid security. |
| | 5.2 | BID PRICES: |
| | 5.2.1 | The Bidder shall indicate the unit price of the good/services it proposes to supply under the Contract. |
| | 5.2.2 | Price mentioned in bid must be Delivered Duty Paid (DDP) prices (on designated sites) and shall be in Pak Rupees inclusive of all prevailing taxes/warranty applicable taxes/GST etc. In case bidder fails to mention GST amount separately, their quoted costs shall be treated as Price inclusive of GST. Price and GST shall be segregated by the procuring agency on FBR tax rates. |
| | 5.2.3 | Prices quoted by the Bidder must be fixed and applicable during the Bidder’s performance of the contract and not subject to variation on any account. A bid submitted with adjustable price will be treated as non-responsive and will be rejected. |
| | 5.2.4 | Bid Prices shall be valid for 180 days. |
| | 5.2.5 | Bidder may participate in any or all lots. |
| | 5.2.6 | Bidder must quote lot wise prices of all items of the lot (s) mentioned in the Section 7 “List of Goods & Bill of Quantities” |
| | 5.2.7 | Financial proposals of bidders quoting partial lot shall be rejected. |
| | 5.2.8 | Prices shall be submitted on the form placed in this document at ANNEXURE “E” |
| | 5.2.9 | Alternate bidding is not allowed and might result in rejection of bid. |
| | 5.3 | BID SUBMISSION DEADLINE DATE AND TIME |
| | 5.3.1. | All participating bidders must submit their bids up to 2:30 PM on or before 8th of June, 2021 |
| | 5.3.2 | Bidders submitting the bid through post/courier service must ensure that their bid is delivered to Protect Lab well in time before deadline. |
| | 5.3.3 | Bids received after the deadline shall not be accepted and returned unopened. |
| | 5.4 | OPENING OF BID |
| | 5.4.1 | Bids shall be opened after 30 minutes of expiry of Bid Submission deadline mentioned at CLAUSE 5.3.1 |
| | 5.4.2 | Bids shall be opened publicly in presence of representatives of bidders who wish to be present on the occasion. Bidders representatives present during bid opening shall sign Attendance Sheet and Bid Opening Record Form. |
| | 5.4.3 | Bidder name, bid price, discount, if any, and presence or absence of requisite Earnest Money and such other details considered appropriate, will be announced at opening of bids except for late bids, which shall be returned unopened to the bidder. |
| | 5.4.4 | In case of arithmetical errors between unit price and total price, obtained by multiplying the unit price and quantity, the unit price shall prevail and total |

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| | | price shall be corrected. If the bidder does not accept the correction, his/her bid will be rejected. |
| | 5.4.5 | Protect Lab may waive any minor informality, non-conformity or irregularity in bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. |
| | 5.4.6 | Protect Lab will determine whether each bid is substantially responsive to the bidding documents. A substantially responsive bid is one which conforms to all terms & conditions, technical specifications of bidding documents without any deviation. |
| | 5.4.7 | If the bid is not substantially responsive it will be rejected and may not subsequently be made responsive by the bidder by correction of non-conformity. |
| | 5.5 | Contacting Protect Lab |
| | 5.5.1 | Primary Contact Address Adil-Bin-Zahid Secretary (Director) National University of Computer and Emerging Sciences, A.K. Brohi Road, H-11/4, Islamabad, Pakistan Email: adil.binzahid@nu.edu.pk Tel: +92-51-111-128-128 Ext:110 / Cell: +92-344- 5838748 For Technical Queries Muhammad Asim (Muhammad.Asim@nu.edu.pk) All communications are required to be sent to primary contact addresses. |
| | 5.5.2 | The Bidder is not allowed to contact any employee of the Protect Lab or NUCES-FAST, Committee(s), consultants or associates except otherwise advised by the Contact Person. |
| | 5.5.3 | No bidder shall contact Protect Lab or NUCES-FAST on any matter relating to the bid, from the time of bid opening to the time the contract is awarded. If the Bidder wishes to bring new information to the notice of the bank, it shall do so in writing. |
| | 5.5.4 | Any effort by the bidder to influence Protect Lab in its decision on bid evaluation, bid comparison or contract award may result in rejection of bidder's bid. |
| | 5.6 | CLARIFICATIONS & QUERIES |
| | 5.6.1 | The Bidder requiring clarifications regarding Protect Lab's Bid Document may submit their request in writing (email or letter) within three days of advertisement of "Invitation to Bid" on address/email address mentioned at Clause 5.5.1 above. |
| | 5.6.2 | No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid. Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing. |

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| | 5.7 | Definitions | |
| | | Bidder: | Any Individual/ Firm/ Corporation/ Private Ltd or any legal entity allowed by law of the land to participate in trade/commercial activity in geographical area of Pakistan. |
| | | Procuring Agency: | Protect Lab |
| | | Successful bidder: | A bidder whose bid is found technically compliant and financially lowest and issued Letter of Intent. |

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| | Supplier: | Successful bidder who has signed Purchase Contract with Protect Lab. |
| | Bid: | The set of documents including Bidders' Profile, Financial and Technical Proposals along with supporting documents & enclosures submitted by the participating bidder. |
| | Bid Document: | "This Document issued by the Protect Lab to provide sufficient information to bidders to participate in procurement process" |
| | Procurement Contract: | "A Contract to be executed between Protect Lab and the Successful Bidder upon issuance of Letter of Intent by Protect Lab and acceptance of the same by the Successful Bidder". |
| | Letter of Intent: | A letter issued by the Protect Lab, therein informing the Successful Bidder that their Bid has been selected as lowest evaluated bid and invite them to sign Purchase Contract" |
| | Invitation Letter: | A letter issued by Protect Lab to invite the Qualified and Technically Compliant Bidders to participate in financial opening or second stage of procurement procedure which ever applicable. |
| | Goods: | Means all goods/ equipment/ services/ support /software/ IT-Hardware, Trainings etc. mentioned in Sections 7&8 of this document. |
| | Alternate Bidding | Bidder submitting more than one bid or submitting more than one option against any item shall be treated as Alternate Bidding. |

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| | 5.8 | PAYMENT TERMS |
| | 5.8.1 | Payment shall be made to the supplier against submission of delivery documents i.e. Delivery Challan, Sales Tax Invoice. Bill of Entry & Proof of Payment of Duties and Taxes at the time of Import (in case direct importer). |
| | 5.8.2 | Protect Lab shall release 100% payment in shape of Pay Order/Demand Draft/Cross Check after 30 days of receipt of delivery documents subject to satisfactory performance report submitted by the designated Protect Lab's staff. |
| | 5.8.3 | Payment shall be made according to actual quantities ordered by the Procuring Agency. |

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| 6 | | Scope of Work |
| | 6.1 | Successful bidder is required to supply and install IT equipment at NUCES-FAST H-11/4 Islamabad Campus without any additional cost. |
| | 6.2 | Successful bidder shall provide on-site comprehensive warranty (including parts and labour) at installation sites as per General Conditions of this bid document as per terms & conditions of Procurement Contract mentioned at Section 16 of this document. |

| 7 | | List of Goods & Bill of Quantities | | | | | | |
|----------|-------------------|---|--------|------|----------|---|-------------------|---|
| | 7.1 | <table border="1"> <thead> <tr> <th>SR No.</th> <th>Item</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>GPU Based Desktop</td> <td>1</td> </tr> </tbody> </table> <p>*This list and quantities are contingent on the release of grant money from HEC.</p> | SR No. | Item | Quantity | 1 | GPU Based Desktop | 1 |
| SR No. | Item | Quantity | | | | | | |
| 1 | GPU Based Desktop | 1 | | | | | | |
| | 7.2 | Bidder may Quote the Prices of any or all lots. | | | | | | |
| | 7.3 | Protect Lab reserves the right to increase or decrease the quantities. | | | | | | |
| | 7.4 | Protect Lab Reserves the right to drop any lot from the list of goods. | | | | | | |

8 Technical Specifications with two different configurations**Configuration 1. GPU based Desktop**

| S.No | Item | Protect Lab's Specifications |
|------|---------------------------------------|---|
| 1 | Processor | AMD Ryzen 9 3950x or Equivalent or Higher |
| 2 | Motherboard | Supported Motherboard with 4 RAM slots |
| 3 | RAM | 128 GB (3200-3600 MHz) |
| 4 | Graphics Card (Quantity: 1) | Graphics Card- RTX 3060 12gb or Equivalent or Higher |
| 5 | Hard Drive | 2 TB SATA |
| 6 | SSD | 480 GB |
| 7 | Warranty | 1 Year Comprehensive Warranty at site |
| 8 | Casing with cooling | Thermaltake View 71 TG or Equivalent or Higher MI 360 Liquid Cooler, Cooler Master |
| 9 | Power supply | 1000Watts or equivalent or higher |
| 9 | Display | LED 24" |
| 10 | Keyboard and Mouse | A4 Tech Wireless |

Configuration 2. GPU based Desktop

| S.No | Item | Protect Lab's Specifications |
|------|---------------------------------------|---|
| 1 | Processor | AMD Ryzen 9 3950x or Equivalent or Higher |
| 2 | Motherboard | Supported Motherboard with 4 RAM slots |
| 3 | RAM | 128 GB (3200-3600 MHz) |
| 4 | Graphics Card (Quantity: 1) | Graphics Card- 1660 6gb or Equivalent or Higher |
| 5 | Hard Drive | 2 TB SATA |
| 6 | SSD | 480 GB |
| 7 | Warranty | 1 Year Comprehensive Warranty at site |
| 8 | Casing with cooling | Thermaltake View 71 TG or Equivalent or Higher MI 360 Liquid Cooler, Cooler Master |
| 9 | Power supply | 1000Watts or equivalent or higher |
| 9 | Display | LED 24" |
| 10 | Keyboard and Mouse | A4 Tech Wireless |

9 Delivery Time & Completion Schedule**Delivery Documents**

- 9.1 The supplier shall provide sales tax invoice showing goods' description (in accordance with bids form), quantity unit price, taxes (separately), and total amount of the goods along with warranty certificate of their principals. Sales Tax Registration Number must be mentioned on Sales Tax Invoice. Delivery Challan that must contains goods description, specifications, product serial

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| | | numbers and delivery date. Bill of Entry & Proof of Payment of Duties and Taxes at the time of Import shall be provided along with invoice and delivery challan. |
| | 9.1.1 | At the time of delivery of goods, supplier shall take acknowledge of receipt of goods on Delivery Challan/ Delivery Note and provide original document, duly signed & stamped by the Protect Lab's designated person, along with the invoice at their own cost and provide copy of delivery Challan duly signed by Protect Lab's Staff . |
| | 9.2 | Delivery Schedule |
| | | Delivery of goods shall be completed within 2-3 weeks after issuance of Purchase Order. Further the contract shall be deemed to be successfully completed upon vigilant rendering of maintenance as per General Conditions of Contract. |
| | 9.2.1 | Bidder is required to deliver the goods to Protect Lab at NUCES-FAST Islamabad at their own cost and provide copy of delivery Challan duly signed by Protect Lab's Staff. |
| | 9.2.2 | Successful bidder is required to deliver unused, brand new and originally sealed equipment against the purchase order. |
| | 9.3 | Late Delivery |
| | | In case supplier fails to timely deliver goods/services, a penalty equivalent to 0.5%/per day value of Purchase Order may be deducted from the Performance Security submitted by the supplier. |

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| 10 | | Bidder Qualification Criteria |
| | | Bidder complying with all conditions mentioned in the Bidder Qualification Criteria Form (Annexure-A) shall be selected for technical and financial evaluation. Bidder(s) not fulfilling any condition of Bidder Qualification Criteria shall be disqualified and their bids shall be declared non responsive and shall not be considered for technical & financial evaluation. |
| 11 | | BID EVALUATION CRITERIA |
| | 11.1 | Technical Evaluation Criteria |
| | | Compliance of all technical specifications mentioned in this document in Sections 8 is mandatory. Technical Evaluation shall be done on compliant/non compliant basis (without scoring or weightage). Below specification or partially compliant proposals shall be declared as Non-Compliant and rejected. Bidder is required to provide technical facts sheet |
| | 11.2 | Financial Evaluation Criteria |
| | | Technically Compliant Bidders shall be considered for Financial Evaluation. Responsive" bidders on basis of Total Quoted Cost (inclusive of all applicable taxes and discount, If any), shall be assigned ranking in ascending order i.e. bidder offering lowest evaluated price shall be placed at Top and be called as "Lowest Evaluated Bidder". |
| 12 | | AWARD OF CONTRACT |
| | 12.1 | The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, shall be awarded the procurement contract, within the original or extended period of bid validity. |
| | 12.2 | Prior to expiration of period of bid validity, Protect Lab will notify the successful Bidder in writing by Letter of Intent that their bid has been accepted and invite to sign the Procurement Contract. Successful bidder within seven days through Acceptance Letter will confirm that they are ready to deliver the equipment as per decided terms & conditions and agree to sign the Procurement Contract. |

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| | 12.3 | Successful Bidder shall sign the contract on non-judicial stamp paper and submit it within seven days of receipt of the contract form to the Protect Lab. Date of signing of Contract may be extended by Procuring Agency on sole discretion. |
| | 12.4 | Protect Lab reserves the right to increase or decrease, the quantity of equipment maximum by 15% at the time of issuance of Purchase Order. |
| | 12.5 | In case two or more bidder quoted the same rates, the bidder with better past experience or better quoted model shall be awarded the procurement contract. |

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| 13 | | REJECTION OF BID |
| | 13.1 | The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds. |
| | 13.2 | The procuring agency shall incur no liability, solely by virtue of its invoking sub clause (13.1) towards supplies or contractors who have submitted bids or proposals. |
| | 13.3 | Notice of the rejection of all bids or proposal shall be given promptly to all suppliers or contractors that submitted bids or proposals. |
| | 13.4 | Bids not conforming with Bid Documents Terms & Conditions shall be rejected |
| | 13.5 | Alternate bidding is not allowed and such bids shall be rejected. |
| 14 | | SECURITIES |
| | 14.1 | Bid Security |
| | 14.1.1 | Bid Security equivalent to 2% value of total bid price shall be submitted in shape of PO/DD/CDR that must be attached with financial proposal however omitted amount copy of bid security must be submitted with technical proposals. Bid Security shall be issued in the favor of “NATIONAL UNIVERSITY OF COMPUTER AND EMERGING SCIENCES-CYBER THREAT INTELLIGENCE” |
| | 14.1.2 | Bid security must be valid for the period of 180 days. |
| | 14.1.3 | Bid Security will be returned to unsuccessful bidders upon announcement of Bid Evaluation Result. |
| | 14.1.4 | Bid Security of successful bidders shall be returned upon submission of Performance Security. |
| | 14.1.5 | Procuring agency may encash the Bid Security on the event of extension in Bid Period Validity OR late submission of Performance Security by successful bidder. Anyhow, in normal circumstances, when required, Procuring Agency shall return the equal amount through its own suitable instruments (PO/DD etc.) |
| | 14.2 | Performance Security |
| | 14.2.1 | Performance Security shall be equivalent to 5% value of total Bid Cost. |
| | 14.2.2 | Performance Security shall be in shape of Bank Guarantee, issued by a scheduled Bank established in Pakistan. |
| | 14.2.3 | Performance Security Form available in this document at Annexure “B” shall be used. |
| | 14.2.4 | Performance Security shall be valid for the period equal to warranty period plus six months. Warranty period shall start from date of completion of delivery of goods. |
| | 14.2.5 | In case where Contract is renewed or Contract period is extended, supplier |

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| | | shall submit new Performance Security before expiry of previously submitted performance security. Validity of new performance security shall be equal to extension/renewal period Plus six months. |
| | 14.2.5 | After delivery, completion of work/acceptance of goods, coverage of warranty period, and satisfactory performance, the performance security shall be returned to the successful bidder. |
| | 14.3 | Security Forfeiture |
| | 14.3.1 | <u>Performance Security</u> During warranty period, if at any stage it is found that equipment supplied is below specification, altered, refurbished or second hand, the Protect Lab reserves the right to forfeit an amount equivalent to invoice cost of the equipment from Performance Guarantee. Performance security may also be forfeited if breach in Contract terms & condition(s) is committed by the successful bidder. In case supplier fails to timely deliver goods/services, a penalty equivalent to 0.5% per day value of Purchase Order may be deducted from the Performance Security submitted by the supplier per day basis. In case of conflict between both parties and a friendly settlement is not possible, the customer reserves the right to immediately cancel this contract and call the vendor's bank for encashment of 5% performance guarantee. |
| | 14.3.2 | <u>Bid Security</u> Bid security may be forfeited: If the bidder withdraws his bid during the period of its validity. In case of successful bidder fails to sign the contract and its pre-requisite such as submission of acceptance letter in response to the letter of Intent issued by the Protect Lab's. |

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| 15 | | GENERAL CONDITIONS OF CONTRACT |
| | 15.1 | The Procurement Contract shall be deemed to form and be read and construed as part of this Contract, viz.: <ul style="list-style-type: none"> a. the Letter of Intent to the Supplier for Award of Contract; b. the Acceptance Letter submitted by the Supplier c. the Bid Submission Sheet, the Price Schedules submitted by the Supplier. d. the Technical Specification submitted by the Supplier in their bid e. the communication by the supplier through email or letter wherein the supplier has agreed to any purchaser's demand or condition which was not mentioned or partially mentioned in the supplier's bid f. This Bidding Document |
| | 15.2 | This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency or lack of clarity within the Contract documents, then the Bid Document shall prevail over all document followed by bid response. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. |

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| | 15.3 | <p>The Purchaser hereby covenants to pay the supplier in consideration of the provision of the Goods and Related 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.</p> |
| | 15.4 | <p><u>Declaration of fees, commissions and brokerage etc, payable by the suppliers of goods, services and works.</u></p> <p>Supplier hereby declares that it has not obtained or included the procurement of any contract, right, interest, privilege of other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by Protect Lab through any corrupt business practice.</p> <p>Without limiting the generality of the foregoing Supplier 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 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 including the Procurement of a contract, right, interest, privilege or other obligation or benefit in what so ever form from Protect Lab, except that which has been expressly declared pursuant here to.</p> <p>Supplier certifies that it has made and will make full disclosure of all contracts/agreements and arrangements with all persons in respect of or related to the transaction with Protect Lab and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.</p> |
| | 15.5 | <p>Supplier 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 benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Protect Lab under the law, contract or other instrument, be void able at the option of Protect Lab.</p> <p>Notwithstanding any rights and remedies exercised by Protect Lab in this regard, Supplier agrees to indemnify Protect Lab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Protect Lab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier as aforesaid for the purpose of obtaining or inducting the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Protect Lab.</p> |
| | 15.6 | <p>Force Majeure:</p> <p>Force Majeure shall mean to include (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.</p> |

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|--|-------|---|
| | | <p>Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure including, but not limited to, explosion, earthquake, lightning, fire, flood, governmental orders, war, civil disturbances or any other causes beyond the - control of any Party whether or not similar to the foregoing.</p> <p>In the event that the Supplier or the Purchaser is delayed in performing any of their respective obligations under the contract, and such delay is caused by Force epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused, and the period of such delay may be added to the time of performance of the obligation delayed. The Service Provider shall promptly notify the bank in writing of such conditions and the cause thereof.</p> |
| | 15.7 | <p>DISPUTE RESOLUTION AND ARBITRATION</p> <p>All disputes, controversies or differences which may arise between the Supplier and the Purchaser out of or in relation to or in connection with this Contract, shall be settled amicably. If it is not possible to settle the matter amicably, the dispute, controversies or differences shall be finally settled by arbitration in accordance with the provisions of Arbitration Act, 1940 with the consent of both parties. An arbitrator shall be mutually appointed by the both parties having sufficient knowledge of law for dispute resolution. In case the parties do not agree on such mutual appointment, the aggrieved party can move the competent judicial forum within the territorial Jurisdiction of Pakistan under the law of Pakistan and place for dispute resolution will be at Islamabad.</p> <p>In case a friendly settlement fails, the Purchaser reserves the right to immediately cancel this agreement and call the Vendor's bank for encashment of 10% performance Guarantee.</p> |
| | 15.8 | <p>Contravention and Termination of Contract:</p> <p>In case supplier contravenes any of the provision of this Contract or is not duly fulfilling its obligations, it shall serve a written notice for rectification of contravention or fulfillment of obligation, as the case may be, and it shall be mandatory obligation supplier to rectify the contravention or fulfill the obligation within 30 days of notice.</p> <p>In case the supplier, which contravenes any of provisions of this Contract or is not fulfilling its obligation under this Contract does not rectify the contravention or fulfill its obligation within 30 days of date of receipt of the notice, the other party shall serve another / second notice, impressing upon the defaulting party that, in case rectification of contravention is not made good or obligation is not fulfilled, the Contract shall stand terminated after 60 days of the date of issue of second notice.</p> <p>On termination of Contract the Supplier shall deliver to client all completed or partially completed plans, studies, reports and information till the date of termination within 30 days.</p> |
| | 15.9 | <p>Validity Period</p> <p>Unless terminated by the purchaser, the Procurement Contract shall remain valid for period of two years from date of Entry into Force.</p> |
| | 15.10 | <p>Entry into Force</p> <p>The Procurement Contract with successful bidder shall be entered into force from the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract.</p> |
| | 15.11 | <p>Closing of Contract</p> <p>The contractor shall be discharged from his liabilities and duties upon signing of certificate of closing of contract by user department after completion of three calendar years from date of entry into force.</p> |

| | | |
|--|-------|--|
| | 15.12 | Renewal of Contract The contract shall be renewable upon same terms & conditions with mutual consent by both parties. Such renewals shall be on annual basis and maximum renewal/extension period shall not exceed three years. |
|--|-------|--|

SECTION 16

ANNEXURES

Bidder Qualification Criteria Form

| S# | Condition | Requirement/ Document to be attached | Enclosed ? Yes/ No | Proposal Page Ref. |
|------|---|--|--------------------|--------------------|
| 1 | Authorization of Tender | All pages are duly signed & stamped by authorized personnel of bidder | | |
| 2 | Bidder's association with Principal shall be at least Distributor/Dealer or equal status (Not less than Tier-2) | Principal's Certificate/Letter | | |
| 3 | Bid Validity is 180 Days | Clearly mention in the Bid | | |
| 4 | Bid Security | Bid Security as specified in Section 14 is attached | | |
| 5 | Bidder must attach Title Page of Bidding Document containing serial number and original stamp/signature of issuing authority. | Bidder must attach Title Page of Bidding Document containing serial number and original stamp/ signature of issuing authority. | | |
| 6 | Bidder's Eligibility | | | |
| i. | Income tax (NTN) Certificate | Valid Income Tax (NTN) Certificate with FBR Active Tax Payer Status printout. | | |
| ii. | Sales Tax Registration Certificate | Valid Tax Registration Certificate with FBR Active Tax Payer Status printout | | |
| iii. | Past experience Bidder must have provided delivery of similar equipment and maintenance support to its customers in Pakistan | Purchase Orders/ Project Completion Report / Acceptance Certificate, or any other document from Previous Client (along with their contact numbers) | | |
| iv | Affidavit for not being blacklisted | Affidavit that the vendor is not blacklisted by the Government or Semi Government Organization on non-judicial stamp paper. | | |
| v | Bidder's Information | Attach Name, Address, phone , fax, and email address | | |
| vi | Financial Soundness Bidder must have financial strength to execute and maintain the equipment during maintenance/warranty period | Track record of successful completion of similar projects with multi-national companies or NUCES-FAST or any HEC recognized university. | | |

By signing this Form we hereby declare that all information provided above is correct by the best of our knowledge.

We accept all terms and conditions of bidding document and the Procurement Contract as specified in the bidding document and the advertisement.

Signatures of Authorized Person

Name _____

Designation _____

Vendor Name _____

PERFORMANCE SECURITY FORM

Director,
Protect Lab,
Department of Computer Science
NUCES-FAST,
Islamabad

WHEREAS _____ [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2018 to supply the goods (purchase of IT Equipment) hereinafter called “the Contract”)

AND WHEREAS we have agreed to give a guarantee for the Supplier:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier 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 _____ 20_____.

Signature and Seal of the Guarantors

[Name of Bank]

[Address]

[Dated]

ANNEXURE-C

PROCUREMENT CONTRACT

THIS CONTRACT is made on this _____ day of _____, 20____, between Precision Medicine Lab through Mr. _____ (hereinafter the Purchaser), of the one part, and Mr. [NAME OF SUPPLIER REPRESENTATIVE] of M/s _____ [ADDRESS], Islamabad (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., TENDER NO. [-----] (TITLE OF PROCUREMENT) published on [DATE OF ADVERTISEMENT] and has accepted a Bid by the Supplier for the supply of Goods and Related Services required under Scope of Work and Technical Specifications/BOQ clauses, i.e. [DETAIL OF GOODS AND QUANTITY] for a total value of Rs. [TOTAL COST OF BID] including GST, (Rupees -----ONLY) (hereinafter “the Contract Price”),

Now these presents witness and the parties here to agree to the terms & conditions as follow:-

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract and bidding document of tender No. XXXX referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a. the Letter of Intent to the Supplier for Award of Contract;
 - b. the Acceptance Letter submitted by the Supplier
 - c. the Bid Submission Sheet, the Price Schedules submitted by the Supplier.
 - d. the Technical Specification submitted by the Supplier in their bid
 - e. the communication by the supplier through email or letter wherein the supplier has agreed to any purchaser’s demand or condition which was not mentioned or partially mentioned in the supplier’s bid
 - f. the Bidding Document
3. This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within this Contract then the Bid Document shall prevail.
4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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.
6. Declaration of fees, commissions and brokerage etc, payable by the suppliers of goods, services and works.

Supplier hereby declares that it has not been obtained or included the procurement of any contract, right, interest, privilege of other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by Protect Lab through any corrupt business practice.

Without limiting the generality of the foregoing Supplier 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 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 including the Procurement of a contract, right, interest, privilege or other obligation or benefit in what so ever form from Protect Lab, except that which has been expressly declared pursuant here to.

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

7. Supplier 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 benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Protect Lab under the law, contract or other instrument, be void able at the option of Protect Lab.
8. Notwithstanding any rights and remedies exercised by Protect Lab in this regard, Supplier agrees to indemnify Protect Lab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Protect Lab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier as aforesaid for the purpose of obtaining or inducting the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Protect Lab.

9. Force Majeure:

Force Majeure shall mean to include (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure including, but not limited to, explosion, earthquake, lightning, fire, flood, governmental orders, war, civil disturbances or any other causes beyond the control of any Party whether or not similar to the foregoing.

In the event that the Supplier or the Purchaser is delayed in performing any of their respective obligations under the contract, and such delay is caused by Force epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused, and the period of such delay may be added to the time of performance of the obligation delayed. The Service Provider shall promptly notify the bank in writing of such conditions and the cause thereof.

10. DISPUTE RESOLUTION AND ARBITRATION

All disputes, controversies or differences which may arise between the Supplier and the Purchaser out of or in relation to or in connection with this Contract, shall be settled amicably. If it is not possible to settle the matter amicably, the dispute, controversies or differences shall be finally settled by arbitration in accordance with the provisions of Arbitration Act, 1940 with the consent of both parties. An arbitrator shall be mutually appointed by the both parties having sufficient knowledge of law for dispute resolution. In case the parties do not agree on such mutual appointment, the aggrieved party can move the competent judicial forum within the territorial Jurisdiction of Pakistan under the law of Pakistan and place for dispute resolution will be at Islamabad.

In case a friendly settlement fails, the Purchaser reserves the right to immediately cancel this agreement and call the Vendor's bank for encashment of 10% performance Guarantee.

11. Contravention and Termination of Contract:

11.1 In case any party contravenes any of the provision of this Contract or is not duly fulfilling its obligations, it shall serve a written notice on the other party for rectification of contravention or fulfillment of

obligation, as the case may be, and it shall be mandatory obligation of the other party to rectify the contravention or fulfill the obligation within 30 days of notice.

11.2 In case the party, which contravenes any of provisions of this Contract or is not fulfilling its obligation under this Contract does not rectify the contravention or fulfill its obligation within 30 days of date of receipt of the notice, the other party shall serve another/second notice, impressing upon the defaulting party that, in case rectification of contravention is not made good or obligation is not fulfilled, the Contract shall stand terminated after 60 days of the date of issue of second notice.

11.3 Contract may be terminated with mutual consent and based on some solid grounds/reason at any time by a written notice of termination delivered not less than 30 days prior to the termination date. In case of unjustified / unnecessary termination, the matter shall be resolved through arbitration.

11.4 On termination of Contract the Supplier shall deliver to client all completed or partially completed plans, studies, reports and information till the date of termination within 30 days.

12. Payment Terms:

- a. Payment shall be made to the supplier against submission of delivery documents i.e. Delivery Challan, Sales Tax Invoice. Bill of Entry & Proof of Payment of Duties and Taxes at the time of Import (in case direct importer).
- b. NUCES-FAST shall release **100%** payment in shape of Pay Order/Demand Draft after 30 days of receipt of delivery documents subject to satisfactory performance report submitted by the designated NUCES-FAST staff.
- c. Payment shall be made according to actual quantities ordered by the Procuring Agency.

13. Validity Period:

Unless terminated by the purchaser, the Procurement Contract shall remain valid for period of two years from date of Entry into Force.

14. Entry into Force:

The Procurement Contract with successful bidder shall be entered into force from the date on which the signatures of both the Purchaser and the successful bidder are affixed to the written contract.

15. Closing of Contract:

The contractor shall be discharged from his liabilities and duties upon signing of certificate of closing of contract by user department after completion of three calendar years from date of entry into force.

16. Renewal of Contract:

The contract shall be renewable upon same terms & conditions with mutual consent by both parties. Such renewals shall be on annual basis and maximum renewal/extension period shall not exceed three years.

17. LOCAL SUPPORT TERMS & CONDITIONS:

17.1 Under the terms of this Contract the Supplier will provide comprehensive parts, material and labour on site warranties of respective goods purchased by the Purchaser. The warranty period will start from the date of delivery of goods by the Supplier.

17.2 CHANGES TO THE THIS CONTRACT:

17.2.1 No modification of this Contract will be effective unless it is in writing and signed by authorized representatives of both the customer and the vendor.

17.2.2 All notices will be in writing and will be given by personal delivery, certified or registered mail addressed as follows:

To the customer: Protect Lab,
NUCES-FAST
Islamabad.

To the Vendor: M/S _____ (Pvt) Ltd

Islamabad,

- 17.2.3 If any provision of this Contract becomes illegal, invalid or void under any applicable State of the land under which performance hereunder is required, such provision shall be considered severable, and the remaining provisions hereof shall not be impaired and this Contract shall be interpreted as far as possible so as to give effect to its stated purpose.

17.3 SCOPE:

- 17.3.1 Remedial Maintenance Support shall remain available around the clock 24/7/365 for rectification of failure/break downs of equipment installed at locations mentioned at Clause 6.1.
- 17.3.2 For quick disposal of remedial maintenance call, Supplier shall keep sufficient spare parts in inventory.
- 17.3.3 Supplier will be liable to replace the faulty hardware if on site repair is not possible within specified resolution time.
- 17.3.4 Provide telephonic support in case of minor operational problems which may not require site visit.
- 17.3.5 Suggest any service improvement plan in networks as per the best practices standards from Principal.
- 17.3.6 Supplier has to provide temporary hardware replacement.
- 17.3.7 Supplier has to ensure and enhance their internal communication and should cascade all relevant information related to THE PURCHASER IT infrastructure to relevant interfaces for effective support
- 17.3.8 Supplier will post a fulltime POC with THE PURCHASER Head office team for issue escalation and resolution.

17.4 MAINTENANCE: (RM)

17.4.1 REMEDIAL MAINTENANCE (RM)

Supplier shall take corrective action in the event of a breakdown, including, but not limited to the execution of diagnostic procedures, restarting the equipment or parts of it, switching to backup equipment, coordinating and supervising such work.

During each visit, unless it is impractical, following inspection shall be carried out and necessary rectification made:

- A. Inspect the equipment that it is properly working.
- B. Check any error messages generated by the equipment.
- C. Identify the fault.
- D. If possible, rectify the fault at installation site.
- E. Replace the faulty part from available inventory.
- F. In case repair is not possible at installation site, remove the equipment and transport to Workshop for repair at Suppliers cost.
- G. Repair the equipment at workshop and reinstall to installation site at Supplier's cost.
- H. In case repair time is estimated more than four hours, install the backup equipment of equal specifications and capacity till the time THE PURCHASER's owned equipment is repaired and reinstalled at installation site.
- I. Field Service Report duly signed by the THE PURCHASER representative will be forwarded to IT-Procurement & Assets Management Department upon completion of RM.

17.5 CALL RESOLUTION METHODOLOGY:

- Log the ticket directly on the incident management system’s portal given by Supplier.
- Call Supplier helpline and log ticket through call agent.
- E-mail Supplier.

17.3.1 Level 1 Support

- Once the ticket is logged, the team lead/Project manager of Supplier will receive the ticket automatically via helpdesk system and will engage the support engineer for support.
- When the engineer has been assigned a ticket then he will be notified through an SMS which the engineer can receive and view on their mobile sets. The communication of notifying the engineer about the ticket is automatic.
- The engineer, after receiving an SMS needs to reply with affirmative that he has received the new assigned ticket. The engineer after completing the assigned job also has to reply back with “Resolved”, so the ticket can get closed in the system.
- After the engineer has completed the job and replied back with an SMS, the role of the coordinator is to call the THE PURCHASER IT Team and verify if the problem is resolved or not. If the reply from the user is satisfactory then the ticket is closed in the incident management system.

17.3.2 Hardware Level 2 Support

- If the engineer is unable to resolve the issue, and level 2 support needs to be engaged then the engineer will notify the coordinator who manages Supplier engagement.
- In the case of hardware replacement, Supplier will engage team as per specified processes for the required hardware and resolve the issue.

17.6 RESPONSE TIME:

- After first call, response time is 4 hours. The Supplier representative shall contact THE PURCHASER to determine nature of fault and guide telephonically if issue can be resolved without engineer visit.
- If problem is not resolved telephonically and necessitated by THE PURCHASER, Supplier engineer shall visit the site within the time given in below table to resolve the issue.

16.6.1 Response & Resolution Time Categories:

The response time shall be 08 working hours plus travelling time by road from the designated city. Designated City: Islamabad

17.7 BACKUP ARRANGEMENT:

16.7.1 The Supplier will maintain sufficient inventory of spare parts and backup equipment exclusively for THE PURCHASER for immediate resolution of complaints.

16.7.2 In case the hardware need to be uninstalled/removed for repair, Supplier will responsible for install same capacity and specification with same configurations backup as temporary arrangements till the time network hardware is repaired and reinstalled at the site of installation. No additional amount will be charged from THE PURCHASER for providing and installing backup network hardware.

17.8 PENALTY:

THE PURCHASER shall impose penalty upon breach of terms & conditions and delayed remedial maintenance as per following KPIs.

| Delay | Penalty/ Deduction |
|-------------------------------------|--|
| Delay in resolution of issue | Deduction from Performance Guarantee from per month per unit amount |

| | (i.e. Rs.____/- per Unit / Month) |
|-----------------|-----------------------------------|
| 01 working day | 10% |
| 02 working days | 25% |
| 03 working days | 50% |
| 05 working days | 100% |

17.9 ESCALATION:

If the Purchaser is not satisfied with the quality & level of services provided by the Supplier the matter will be escalated in the following manner;

- The Purchaser will send a memo to the Supplier's head office with documentary evidence for poor quality of service and /or non-compliance of the THIS CONTRACT.
- The Supplier is bound to give a written reply of this memo within seven days from the date of memo.
- If the Purchaser is not satisfied with the reply then a show cause notice would be issued to the Supplier for terminating the THIS CONTRACT.
- The Supplier is again bound to give a written reply of the Show Cause Notice within seven days from the date of show cause notice.
- After receiving the show cause notice a high level meeting of the Purchaser and Suppliers representatives would be arranged to redress the problems.
- If no reconciliation is reached as a result of this meeting, the Purchaser reserves the right to forfeit the Supplier's bank guarantee.
- The forfeiture of bank guarantee in no means void the right of Purchaser to invoke the arbitration process if and when required, to recover the losses.
- As a result of this termination of Contract, the Purchaser also reserves the right to reassign the assignment to another Supplier of their own choice.

17.9.1 ESCALATION PROCEDURE

All problems must be communicated to Vendor through telephone or via email by providing following details:

- Problem description.
- Problem originator.
- Problem location.
- Problem logging time.
- Severity level.
- Contact Person

17.9.2 CONTACTS

Both parties shall nominate a contact person and his name, designation, email address, land line number and mobile numbers will be provided to the other party.

17.10 DOCUMENTATION:

- For the network hardware system there shall be a historical record in shape of history card giving the date of every visit, the faults found and the action taken.
- Health Check Certificate upon Completion of Each Quarter.

17.11 LIMITS OF SERVICE:

- The service performed by Supplier shall not cover or extend to:

- Any damage due to negligence, accidental damage, riots, fire not covered under this contract.
- Any defect, fault or damage caused by removal or by misuse, negligence or otherwise than in the course of proper normal use and operation of the equipment as recommended by the manufacturers.
- Equipment damage or loss due to weather, electrical interference, fire, lightning, theft or other external circumstances beyond the control of Supplier

17.12 OBLIGATIONS OF THE PURCHASER:

The Purchaser shall:

- Provide a suitable installation environment (including adequate power) for the equipment in accordance with the requirements prescribed by the manufacturer and or the supplier of the equipment.
- Use the equipment strictly in accordance with the manufacturer's instructions and shall not attach any accessories or attachments to the equipment except those approved by the manufacturer.
- Permit Suppliers, its employees full and free access to the equipment to provide the maintenance to the equipment.
- Not permit other persons to perform maintenance on the equipment without prior written consent of Supplier.

17.13 NON DISCLOSURE:

Both the parties agree that any classified information and/or data relating to the other party will not be disclosed or in any other way make known, reveal report or transfer to any other person, firm or corporation. This clause is immortal and prevails for indefinite period even after the expiry of the Contract.

17.14 NOTICES:

All notices and complaints shall be given in writing (email preferred) and shall be effective from receipt.

- Contact person's name, location of hardware and telephone number.
- Class/Model and serial number of the hardware.
- Description of the problem.

The customer further agrees to perform the following routine checks before requesting a remedial maintenance service.

- Make sure that all the power control equipment is functioning properly.
- Ensure adequate power supply to hardware.
- Identify the nature of problem and device giving the problem.

17.15 DETAIL OF EQUIPMENT COVERED UNDER MAINTENANCE:

Equipment covers all the components of the GPU based server, CPU based server & desktops

IN WITNESS where of the parties here to have caused this Contract to be executed by putting their respective signatures in presence of witnesses in accordance with the laws of Government of Pakistan on the day, month and year indicated above

For

For

M/S _____ (PVT) Ltd

PROTECT LAB.

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

WITNESS:

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

ANNEXURE-D

TECHNICAL SPECIFICATIONS COPMLIANCE MATRIX

Configuration 1. GPU based Desktop

| S.No | Item | Protect Lab's Specifications |
|------|---------------------------------------|---|
| 1 | Processor | AMD Ryzen 9 3950x or Equivalent or Higher |
| 2 | Motherboard | Supported Motherboard with 4 RAM slots |
| 3 | RAM | 128 GB (3200-3600 MHz) |
| 4 | Graphics Card (Quantity: 1) | Graphics Card- RTX 3060 12gb or Equivalent or Higher |
| 5 | Hard Drive | 2 TB SATA |
| 6 | SSD | 480 GB |
| 7 | Warranty | 1 Year Comprehensive Warranty at site |
| 8 | Casing with cooling | Thermaltake View 71 TG or Equivalent or Higher MI 360 Liquid Cooler, Cooler Master |
| 9 | Power supply | 1000Watts or equivalent or higher |
| 9 | Display | LED 24" |
| 10 | Keyboard and Mouse | A4 Tech Wireless |

Configuration 1. GPU based Desktop

| S.No | Item | Protect Lab's Specifications |
|------|---------------------------------------|---|
| 1 | Processor | AMD Ryzen 9 3950x or Equivalent or Higher |
| 2 | Motherboard | Supported Motherboard with 4 RAM slots |
| 3 | RAM | 128 GB (3200-3600 MHz) |
| 4 | Graphics Card (Quantity: 1) | Graphics Card- 1660 6gb or Equivalent or Higher |
| 5 | Hard Drive | 2 TB SATA |
| 6 | SSD | 480 GB |
| 7 | Warranty | 1 Year Comprehensive Warranty at site |
| 8 | Casing with cooling | Thermaltake View 71 TG or Equivalent or Higher MI 360 Liquid Cooler, Cooler Master |
| 9 | Power supply | 1000Watts or equivalent or higher |
| 9 | Display | LED 24" |
| 10 | Keyboard and Mouse | A4 Tech Wireless |

PRICE SCHEDULE

(Please complete the price schedule as per the format below for both the configurations on company letterhead with company seal and signatures)

Product Cost (inclusive of at-site comprehensive warranty 2 years for configuration 1 as required)

| <u>S. No</u> | <u>Description</u> | <u>Make/ Model quoted</u> | <u>Qty</u> | <u>Price without Taxes</u> | <u>Taxes</u> | <u>Total Price inclusive of Taxes</u> |
|--------------|--------------------------|---------------------------|------------|----------------------------|--------------|---------------------------------------|
| <u>1</u> | <u>GPU based Desktop</u> | | <u>1</u> | | | |

Product Cost (inclusive of at-site comprehensive warranty 2 years for configuration 2 as required)

| <u>S. No</u> | <u>Description</u> | <u>Make/ Model quoted</u> | <u>Qty</u> | <u>Price without Taxes</u> | <u>Taxes</u> | <u>Total Price inclusive of Taxes</u> |
|--------------|--------------------------|---------------------------|------------|----------------------------|--------------|---------------------------------------|
| <u>1</u> | <u>GPU based Desktop</u> | | <u>1</u> | | | |

=====END OF DOCUMENT=====