

# **Bidding Document**

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## **PROCUREMENT OF HARDWARE FOR THE IMPLEMENTATION OF CAMPUS MANAGEMENT SOLUTION AT THE UNIVERSITY OF PESHAWAR**

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**UNDER THE HEC-FUNDED PROJECT TITLED  
STRENGTHENING OF UNIVERSITY OF PESHAWAR**

### **Single Stage – Two Envelope Process**

<b>Pre-Bid Meeting:</b>	<b>June 20, 2018 at 10:00 AM</b>
<b>Last date for submission of Bid Documents:</b>	<b>June 28, 2018 up to 10:00 AM</b>
<b>Technical Bid Opening Date:</b>	<b>June 28, 2018 at 10:30 AM</b>

**PROJECT DIRECTOR  
STRENGTHENING OF UNIVERSITY OF PESHAWAR  
OFFICE NO.9, BASEMENT OF NEW ACADEMIC BLOCK-II**

## UNIVERSITY OF PESHAWAR



## UNIVERSITY OF PESHAWAR

### Invitation to Bid for Procurement of Hardware

1. Sealed bids on prescribed Tender Forms are invited from well reputed firms registered with Federal Board of Revenue for Income Tax (Active Taxpayers) and Sales Tax purposes for procurement of hardware against a Tender Fee of Rs.1000/- as per following schedule:

Activity	Date and Time
Pre-Bid Meeting:	June 20, 2018 at 10:00 AM
Last date for submission of Bid Documents along-with Separately Sealed Technical and Financial Proposals	28-06-2018 up to 10:00 AM
Opening of Technical Proposals	28-06-2018 up to 10:30 AM

2. The Tender Document may also be downloaded from the University of Peshawar website ([www.uop.edu.pk](http://www.uop.edu.pk)) free of cost.
3. Selection would be made under 'Single Stage – Two Envelope Procedure':
4. The bidding documents including Contract Conditions and Item Specification can be obtained from Project Directorate – Strengthening of University of Peshawar Project, Office No.9, Basement of Academic Block-II, University of Peshawar, during office hours (Ramadan: 7:30 AM to 1:30PM & After Ramadan: 8:00 AM to 4:00 PM) on any working day (Monday-Friday).
5. The bidders shall clearly and boldly mark the Tender description and date/time of opening at the face of sealed bid/envelope.
6. The Sealed bids, complete in all respects, must reach the office of Project Director, University of Peshawar as per schedule above.
7. The Financial Proposal shall invariably be accompanied with Bid Security @ 2% of bid cost (Refundable), drawn in the name of 'The Treasurer, University of Peshawar'. An undertaking that Bid Security is attached with the Financial Proposal shall be submitted alongwith Technical Proposal.
8. Bids submitted without prescribed Bid Security shall be liable for rejection at the time of Tender opening.
9. Pre-Bid meeting will be held, & Tenders will be publicly opened in the Video Conference Hall, Center for IT Services, University of Peshawar in the presence of the bidders.
10. The University of Peshawar reserves the right to reject any or all bids in accordance with rules in vogue.

**Project Director**

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**Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

**Applicability of Public Procurement Rules, 2004**

This Bidding Process will be governed under Public Procurement Rules, 2004, as amended from time to time.

## 1. Invitation to Bid

### 1.1 PPRA Rules to be followed

Public Procurement Rules, 2004 will be strictly followed. These may be obtained from PPRA's website. <http://www.ppra.org.pk/>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Public Procurement Rules, 2004.

### 1.2 Mode of Advertisement(s)

As per Rule 12(2&3), this Tender is placed online at both PPRA and University of Peshawar websites. The tender document is available from the Office of Project Director, Strengthening of University of Peshawar, Office No.9, New Academic Block-II, University of Peshawar, Jamrud Road, Peshawar & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at [www.uop.edu.pk](http://www.uop.edu.pk) and [www.ppra.gov.pk](http://www.ppra.gov.pk).

### 1.3 Type of Open Competitive Bidding

As per Rule 36(b), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- (v) the procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.

## 2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money), as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of "**Treasurer, University of Peshawar**". The complete bids as per required under this tender document, must be delivered to the Office of the Project Director, Strengthening of University of Peshawar, Office No.9, Basement of Academic Block-II, University of Peshawar, not later than **10:00 AM** on last date of submission of bids i.e. **June 28, 2018**, late bids shall not be considered.

The Technical bids shall be publicly opened **in Video Conference Hall, Department of Physics, University of Peshawar at 10:30 AM on June 28, 2018**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the hardware must be received in writing to the Purchaser till **13<sup>th</sup> June, 2018**. Any query received after said date may not be entertained. All queries shall be responded to within due time. UoP may host a Q&A session, if required, **at Video Conference Hall, Department of Physics, University of Peshawar. All Bidders shall be informed of the date and time in advance.**

The bidder shall submit bids which comply with the Bidding Document. **Alternative bids and options shall not be considered.** The attention of bidders is drawn to the provisions of this tender document Clause regarding **“Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Contact for all correspondence in relation to this bid is as follows:

**Contact**

Sajid Ali

Project Manager – Campus Management Solution

Email: [sajid.ali@uop.edu.pk](mailto:sajid.ali@uop.edu.pk)

Office of the Campus Management Solution, Near Central Library,  
University of Peshawar, Jamrud Road, Peshawar

**Bidders should note that during the period from the receipt of the bid and until further notice from the Contact, all queries should be communicated via the Contact and in writing (e-mail) only.**

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.



## TERMS AND CONDITIONS OF THE TENDER

### 3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Authorized Representative" means any representative appointed, from time to time, by the Purchaser or the Contractor.
- 3.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.3 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the hardware/equipment etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.4 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.5 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.6 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.7 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.8 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- 3.9 "Defects Liability Expiry Certificate" means the certificate to be issued by the Purchaser to the Contractor, in accordance with the Contract.
- 3.10 "Day" means calendar day.
- 3.11 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.
- 3.12 "Force Majeure" shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- 3.13 "Goods" means hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract against each relevant Lot.
- 3.14 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.15 "Prescribed" means prescribed in the Tender Document.
- 3.16 "Purchaser" means the University of Peshawar or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.17 "Origin" shall be considered to be the place where the Goods are produced or from where the

Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

- 3.18 "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.19 "Taking-Over Certificate" means the certificate to be issued by the Purchaser to the Contractor, in accordance with the Contract.
- 3.20 "Works" means work to be done by the Contractor under the Contract.
- 3.21 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

#### **4. Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

#### **5. Notice**

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Purchaser, the same shall be:
  - 5.1.1 in writing;
  - 5.1.2 issued within reasonable time;
  - 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
  - 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

#### **6. Tender Scope**

- 6.1 University of Peshawar, (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") to purchase hardware / IT Equipment (Hereinafter referred to as "the Goods") for implementation of Campus Management Solution and installation, configuration, deployment, commissioning, training, testing, after-sale support, of said Goods (hereinafter referred to as "the Services").
- 6.2 The equipment shall be delivered and deployed at University of Peshawar, Peshawar, or as specified by the Purchaser at the time of delivery.

#### **7. Tender Eligibility/Qualification Criteria**

- 7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
  - 7.1.1 Has a registered/incorporated company/firm in Pakistan with relevant business experience of last five (5);

- 7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 7.1.3 Has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
- 7.1.4 Has submitted bid for complete equipment and relevant bid security;
- 7.1.5 Must be involved in computer hardware manufacturing or sales or supply business as required to be supplied under this Tender for at least five (5) years;
- 7.1.6 Has authorization of the principal / manufacturer;
- 7.1.7 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- 7.1.8 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 7.1.9 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.1.10 Goods and Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.
  - a. Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - b. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

## **8. Tender Cost**

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

## **9. Joint Venture / Consortium**

Joint venture / Consortium is not eligible for this tender.

## **10. Examination of the Tender Document**

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

## **11. Clarification of the Tender Document**

The Tenderer may require further information or clarification of the Tender Document in writing upto **June 13, 2018** in writing.

Bidders should note that during the period from the receipt of the bid and until further notice from the Contact given herein this document, all queries should be communicated via the Contact and in writing (e.g. e-

mail and letter) only.

## **12. Amendment of the Tender Document**

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Public Procurement Rules, 2004.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-23(3) of Public Procurement Rules, 2004.

## **13. Preparation / Submission of Tender**

- 13.1 The Tenderer shall bid for complete hardware/software/equipment as required to be purchased under this Tender.
- 13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.5 Technical Proposal shall comprise the following, **without quoting the price:**
- 13.6 Technical Proposal Form (**Annexure-B**)
  - 13.6.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-G&H**)
  - 13.6.2 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
  - 13.6.3 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
  - 13.6.4 Authorization Certificate / document from the principal / manufacturer;
  - 13.6.5 Evidence of eligibility of the Tenderer and the Goods
  - 13.6.6 Evidence of conformity of the Goods / the Services to the Tender Document
  - 13.6.7 Undertaking and Evidence that the quoted Goods are genuine, brand new, non- refurbished, unaltered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials

- 13.6.8 Technical Brochures / Literature
- 13.6.9 Details of Warranty and After-Sale Service
- 13.6.10 List of firm's major international and national clientele
- 13.6.11 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 13.6.12 Valid Registration Certificate for Income Tax & Sales Tax
- 13.6.13 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)
- 13.7 The Financial Proposal shall comprise the following:
  - 13.7.1 Financial Proposal Form (**Annexure-C**)
  - 13.7.2 Price Schedule (**Annexure-D**)
  - 13.7.3 **Bid Security** (Earnest Money), **as per provisions of the clause Bid Security of this document**
- 13.8 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:
  - Original Technical Tender for Tender Name. [Name of Tender]
  - [Name of the Purchaser] [Address of the Purchaser]
  - [Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]
- 13.9 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:
  - Duplicate Technical Proposal for Tender Name. [Name of Tender]
  - [Name of the Purchaser] [Address of the Purchaser]
  - [Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]
- 13.10 The Tenderer shall follow the same process for the Financial Tender.
- 13.11 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:
  - Original Tender for Tender Name. [Name of Tender]
  - Strictly Confidential
  - [Name of the Purchaser] [Address of the Purchaser]
  - [Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]
- 13.12 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:
  - Duplicate Tender for Tender Name. [Name of Tender]
  - Strictly Confidential
  - [Name of the Purchaser] [Address of the Purchaser]
  - [Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]
- 13.13 The Tenderer shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.14 The Tender shall reach/be submitted in the Office of the Project Director, Strengthening of University of Peshawar, Office No. 9, New Academic Block-II, University of Peshawar, Jamrud Road, Peshawar,

not later than **10:00 AM** on last date of submission of bids. No late bid shall be accepted.

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

#### **14. Tender Price**

- 14.1 The quoted price shall be:
- 14.1.1 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 14.1.2 In Pak Rupees;
- 14.1.3 Inclusive of all taxes, duties, levies, insurance, freight, etc.;
- 14.1.4 Including all charges up to the delivery point at University of Peshawar, Peshawar.
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).
- 14.4 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

#### **15. Bid Security (Earnest Money)**

- 15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
- 15.1.1 02 % (Two Percent) of the bid price;
- 15.1.2 Denominated in Pak Rupees;
- 15.1.3 Separately against each Lot given in this tender document;
- 15.1.4 As part of financial bid envelope, failing which will cause rejection of bid.
- 15.1.5 In the form of Demand Draft / Pay Order / Call Deposit Receipt in the name of the purchaser;
- 15.1.6 Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Guarantee, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Guarantee, in accordance with the Tender Document.

- 15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Guarantee.

## **16. Tender Validity**

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## **17. Modification / Withdrawal of the Tender**

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## **18. Opening of the Tender**

- 18.1 Tenders (Technical Bids) shall be opened at **10:30 AM** on the last date of submission of bids i.e. **June 28, 2018**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-28 of Public Procurement Rules, 2004. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## **19. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

## **20. Determination of Responsiveness of the Bid (Tender)**

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 20.1.1 Meets the eligibility criteria given herein this tender document/ the Goods / the Services;
- 20.1.2 Meets the Technical Specifications for the Goods / the Services;
- 20.1.3 Meets the delivery period / point for the Goods / the Services;

- 20.1.4 In compliance with the rate and limit of liquidated damages;
- 20.1.5 Offers fixed price quotations for the Goods / the Services, whereby no optional offer / bid or price is allowed;
- 20.1.6 Is accompanied by the required Bid Security as part of financial bid envelope;
- 20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
- 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

## **21. Correction of errors / Amendment of Tender**

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
  - 21.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
  - 21.1.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
  - 21.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

## **22. Technical Evaluation Criteria**

**PASS MARKS:** A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

**PROVISO:** Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.



The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

**A. Mandatory Requirement:**

S.No.	Requirement	Response (Yes/No)	Documentary Proof/ Page No.
1	Brief Company Profile		
2	Active Income Taxpayer Status		
3	Active Sales Taxpayer Status		
4	Undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Departments, Agencies, Organizations or autonomous bodies or Private Sector Organizations anywhere in Pakistan.		
5	A Certificate must be attached showing that the equipment/supplies quoted by the firm are imported through legal channel/(s) and no grey channel/ smuggled product is quoted.		
6	A Certificate on the Official Letterhead that the quoted products Hundred Percent (100%) comply to the technical specifications of hardware (all items) to be procured mentioned vide Annexure-A of this document		
7	Manufacturer Authorization Letter/Certificate for participating in this tender from Manufacturer		
8	Technical expertise available (complete list of technical manpower to be provided indicating position, qualification and experience)		
9	Undertaking that the bidder has completely read the bid document and is agreed to fully comply with its terms and conditions and the Execution Schedule and Delivery Period mentioned in it		
10	Verifiable presence at Peshawar with ability to provide rapid/prompt support at University of Peshawar		
11	Upon request, bidder must arrange onsite visit where the solution is deployed		
12	A Certificate that CDR @ 2% of bid cost is attached with Financial Proposal		
13	Bidder must submit the following "Compliance Sheet" (completely filled) along with Technical Bid.		

**COMPLIANCE SHEET**

S.No.	Required Specification	Response of Bidder	
		Quoted Model/Specification	Compliance (FC/PC/NC)
1	<b>Servers</b>		
	2 X Intel Processor 10 Cores E5-2630 V4 2.2 Ghz		

Memory 128GB Latest Technology		
Must support Integrated 4-Port SATA/SAS controller (Hypervisor RAID)		
Must support 24 x 2.5" HDD for mix (SSD & SAS/SATA) workload (for the whole solution)		
Must have 32GB SATA-III SLC for OS image		
Must have 1 x 400GB 2.5" 12G SAS SSD		
Must have 5 x 1.2TB 2.5" 12G SAS 10K		
Must have 2 x 10GbE (optical) SFP+ port onboard		
8 PCIe Gen3 I/O Mezz Option (for the whole solution)		
Must have integrated Remote Management Module 4 support		
Must have 1Gb management network adapter (LOM)		
Redundant FAN, (2 X 1200 & 1600W Energy Smart) AC Power Supply (for the whole solution)		
Single server license, including 3 years of 24 x 7 Technical Support and Updates		
Server hardware with HA must be provided for all software that runs external to the storage (management software, Continue Data Protection software, etc.). Management should have Web based GUI.		
3-Year Parts warranty, 3-Year Labor, 3-Year Onsite support		

<b>2</b>	<b>Server Virtualization (VMware)</b>		
	Powered by industry leading bare-metal hypervisor with lesser kernel image size		
	Should support industry standard O/S (Windows, Linux, Netware and SUN Solaris), Data bases (Oracle, Sybase, MS SQL), Applications (MS Exchange, Lotus Domino, Enterprise class ERP), firewalls and antiviruses.		
	Should support software define storage, software defines network and software define data center features for future requirement. (Vendor should recommend as per best practices)		
	Should support live migration of virtual machine by using same or cross hypervisor.		
	Centralize management of multiple hypervisors virtual machine, storages and virtual networks.		
	Proactive identification and remediation of emerging performance, capacity, and configuration issues on the fly.		
	Leverage existing investments with an open and extensible platform, with third-party management packs for Microsoft, ORACLE and more		
	Comprehensive visibility across applications and infrastructure in a single console.		

	Automated capacity optimization and planning.		
	Continuous compliance with IT policies and regulatory requirements.		
	Hardware compatibility is possible with the broadest range of (existing) 32- and 64-bit servers, OSs, storage and networking equipment including enterprise management tools.		
	Must support agentless antivirus and antimalware protection to secure your virtual machines		
	Must support NFS version 4.1		
	Must license all CPUs in cluster with approx. 8K VM per cluster		
	Support distributed RAID per CPU		
	Must support application centric control plane across Storage Tiers		
	Able to provide encapsulation of entire Virtual Machine state.		
	Fully integrated backup solution with features such as deduplication and wan-optimization for replication. It should be agent-less and provide application-aware protection.		
	Hypervisor should support Automated restart of failed virtual machines and complete tolerance to failover for Critical applications without a packet drop		
	Tightly integrated with storage replication adaptor for site recovery manager allows hypervisor to integrate with third party storage technologies.		
	Should support host profiles to ensuring standardization of configuration settings across hosts.		
	Must support resources instant capacity on demand		
	Must support secure boot protection for hypervisor and guest operating system from being tampered with micro-segmentation secure networks delivery.		
	Must support and tightly integrated with encrypted vSAN secure storage deliveries		
	Support for 36x months with standard & latest edition. Support for Independent Software Renewal		
	Vendor shall also inform about Support Model after 36x Months (with estimated cost.)		

<b>3</b>	<b>Enterprise Backup Software</b>		
	8 socket client license is required for IP based backup.		
	licensing should include entitlement of all software features and unlimited number of backup clients		
	Windows, Red Hat Linux, Solaris, Hyper-V, VMware		

	Must support application consistent backups of Oracle, MS SQL, Microsoft Exchange, DB2, SAP. Solution should also support direct integration of Oracle and MS SQL with backup appliance. Backup server must be centralize and consolidated for physical and virtual environment. Backup server multiple instances are not allowed.		
	Can move backups from one target to another e.g. from disk to disk and tape-out		
	Synthetic/Virtual Synthetic backups, Immediate replication, Dense file system backups, Passive node backups in cluster configurations, LAN-Free backups, CBT for backup and restore		
	Can scale linearly by adding backup server nodes to meet data growth requirements and CDP must 120		
	Must support 120 VM CDP License		
	Should have intuitive user interface for managing and monitoring backup environment. Advance/comprehensive monitoring and reporting capability would be given more weightage.		
	Must have a defined mechanism to recover backup server/nodes from failure		
	Must support single manufacture solution backup hardware / virtual server should be included and tightly integrated with hypervisor.		
	Continuous data protection for any pit recovery		
	Proactive monitoring and real-time analytics, Metadata only or full-content index search		
	Continuous data protection with point in time (granular block and file) recovery.		

<b>4</b>	<b>Backup Appliance</b>		
	Disk Based Deduplication Appliance for IP oriented backup		
	14TB usable capacity (prior to dedupe)		
	Can scale up to min. 32TB usable capacity (prior to dedupe) in a single deduplication pool		
	RAID, NVRAM, Snapshots, end-to-end verification to protect against physical and logical failures		
	In-line variable length global deduplication. Should also be able to support and work with source-based deduplication supporting leading backup software and native utilizes		
	Should have 4 x 10GE (optical) SFP & 1GbE		
	Should support VTL, NFS, CIFS, NDMP and any other recommended protocols. All protocols should be useable simultaneously.		

	Can handle 6TB/hr or more throughput		
	Should support industry leading backup software's (TSM, Networker, etc. and native utilities like Oracle RMAN, SAP BR*Tools and MSSQL backup)		
	Should support integration with open systems and any other specialized platforms		
	Should support strong encryption of data-at-rest/in replication		
	Should support network optimized replication with capability of bandwidth throttling.		
	Appliance must have Call Home capability (system should generate an alert to the principal support to log a case in case of any critical error)		
	Direct local support from manufacturer with spare parts		
	Should have min. 3 local references of equal or bigger size		
	Reduce network traffic by up to 99%		
	Instant access to VMs		

#### B. Mandatory/Scoring Requirement

Description	Marks	Mandatory	Quoted (Yes/ No)
1. Availability	5		
Must be Speed time-to-deployment centric with single, elastic pool of resources			
Solution is fast, simple to deployment, comprehensive support and the agility to scale up market solution and itself linear scale-out.			
Must be designed to deliver Proven Five 9s availability (99.999%)			
2. Infrastructure Environment	20	M	
Must have fully hyper-converged infrastructure solution			
Must compatible with the existing vmware environment			
Solution must have complete compliance with mentioned BoQ			
3. Functionality	10	M	
Hyper-converged infrastructure that delivers compute, storage, networking and management powered by industry leading virtualization.			
Power on to provisioning virtual machines in under required SOP.			
Scale-out infrastructure provides the ability to meet users' changing demands at the speed of business and freedom with advanced IT forecasting.			
Deployment, Configuration and Management rules engine, delivering built-in features with support oriented.			
Virtualize data protection, providing disk based de-duplicated backup and recovery that is optimized for virtual environments, and access to virtually storage.			
Solution has an established global reach, required manufacturing capabilities, and the necessary international certifications and capabilities.			

Compute, Storage, Network and management resources into a single virtualized software stack with industry leading hypervisor fashion.			
Solution must capable vSAN distributed data store provides consistent and resilient fault tolerance scale-up storage			
Unlimited cloud storage and file services available via Cloud Gateway, if needed			
Must support and tightly integrated with encrypted vSAN secure storage deliveries			
Support for 36 x months with standard & latest edition. Support for Independent Software Renewal			
4. Scalability	5		
Solution must scalable advanced disaster recovery functionality such as continuous synchronous and asynchronous replication to meet stringent recovery point objective (RPO) requirements, consistency groups, and WAN efficiency hypervisor.			
Linear scale-out with small increment, cost-effective building block approach			
Eliminate need for pre-planned infrastructure purchases			
Must have cloud gateway feature that; provides unlimited cloud storage to support seamless expansions.			
Supports heterogeneous storage hardware with archival support.			
Easy creation of hybrid cloud environments that offer cost-effective cloud-based storage for inactive data and offsite protection			
Must have enterprise level backup integration feature within single vendor footprint.			
5. Performance	5		
Propose solution must provide the performance, provisioning, and scale-out attributes to meet escalating business demands automation, ease-of-use, and orchestration characteristics ensure resource optimization and efficiency			
Hyper converged scale-out, nature work in clustered systems, which ensures that performance needs are met as workloads grow because each node added to a cluster contributes its resources.			
Resources (broader) pool can be shared and rebalanced as needed among nodes.			
Solution must have safeguarding virtual environment with higher system, application and data availability, centralized backup and recovery with hypervisor Data Protection, disaster recovery and continuous data protection from recovery point for VMs			
6. Flexibility	5		
The hyper-converged nodes must have required at the time of initial deployment and scale later as needed.			
All nodes can have varying configurations within a virtual provision cluster, thus providing additional flexibility to compute, storage and network.			
FT (Fault Tolerance) provides system availability during maintenance and DRS load balances workloads			
7. Security & Data protection	10	M	
Centralized Backup and Recovery with VMware Data Protection Advanced (VDP/A) that is built on market leading backup and recovery VTL and software foot print.			

Must protecting data solution with integration into all VMware interfaces			
Must support role-based management for hyper converge administration			
Must support continuous protection for solution which can protect diverse applications and databases on transaction level			
Helps to mitigate operational and physical disaster			
Should have sync and a-sync and bi-direction replication			
Should have capability to provide local and remote protection			
Must support heterogeneous storage platforms and usable data protection required under solution			
Solution must support Full VM and File-Level Recovery			
Solution must support Software-Only Data Protection (Protect data and applications with VM granularity for any point-in-time disaster and operational recovery).			
Should support multisite replication and protection			
Should provide bandwidth optimization for replication			
Should eliminate or minimize overhead on production hosts and storage			
Must maintain an audit log that logs at least the following information:			
Every login to the system			
Every failed login attempt			
Configuration changes			
Management commands			
Ability to send out the log entries in real time using standard protocols (Syslog, MoPI for integration with enterprise management applications)			
Strong authentication for remote service/support access and the ability to lock the system to prevent such connections when needed			
8. Management	5		
Must Provide single pane of Glass of Management for tight integration Virtual Machine workflows by providing hardware awareness, alerts and notifications It leverages Log Insight to capture events and provides application and system notifications. Without using proprietary tools			
Provide granular VM-Centric controls for managing VM base application and storage service levels.			
Automated self-rebalancing capabilities to align with defined Storage service levels			
Should support non-disruptive scale-up and scale-out to grow capacity and performance whenever required.			
Scalability should be supported with standard minimum building block expansion with balance component configuration.			
Should have a built in disk/server failure tolerance			
9. Support and Maintenance	10	M	
3 years Hardware/Software Support			
24x 7 on site direct support from manufacturer			
Single point of (solution) support one window operation			
Spare part depot hosted locally			
10. User Interface and Management capabilities	5		
Simple, easy to use GUI in addition to comprehensive CLI.			

Ongoing system management and configuration should be very simple with minimum administration/configuration requirements.			
Ability to virtually divide the system to multiple pools with different policies for ease of management and segregation of different content/applications.			
<b>11. Replication and Disaster Recovery</b>	<b>10</b>	<b>M</b>	
The system must support scalability for Disaster Recovery Solution			
Vendor to specify supported topologies and any special network requirements.			
<b>12. Density &amp; Power</b>	<b>10</b>	<b>M</b>	
Product density to be preferred on min space form factor.			
Quoted Hardware must have Redundant & Optimized power consumption on full load.			
<b>Total</b>	<b>100</b>		

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

### 23. Financial Proposal Evaluation

- 23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.
- 23.2 Financial Proposal evaluation will be conducted under the Public Procurement Rules, 2004. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 23.3 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 23.4 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 23.5 In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 23.6 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

### 24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid



or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-33 of Public Procurement Rules, 2004 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 33 of Public Procurement Rules, 2004).

24.2 The Tender shall be rejected if it is:

24.2.1 Substantially non-responsive in a manner prescribed in this tender document clause-20; or

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

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

24.2.4 Bid is not submitted completely for all the items required to be purchased under this Tender; or

24.2.5 Bid security is not submitted; or

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

24.2.7 The Tenderer refuses to accept the corrected Total Tender Price; or

24.2.8 The Tenderer has conflict of interest with the Purchaser; or

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

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

24.2.11 The Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.12 The Tenderer fails to meet the evaluation criteria requirements (clause-22);

24.2.13 The tenderer has been blacklisted by any public or private sector organization;

24.2.14 The tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

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

24.2.16 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

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

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

24.2.19 If the rates quoted by vender are not workable or on higher side etc.

## **25. Award Criteria**

25.1 At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

25.2 At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

## **26. Acceptance Letter**

As per provisions of Rule (38) of Public Procurement Rules 2004, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-35 of Public Procurement Rules, 2004) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

## **27. Performance Guarantee**

- 27.1 The successful Tenderer/The Contractor shall furnish Performance Guarantee as under:
  - 27.1.1 Within twenty-eight (28) days of the receipt of the Acceptance Letter from the Purchaser;
  - 27.1.2 In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
  - 27.1.3 For a sum equivalent to 10% of the contract value;
  - 27.1.4 Denominated in Pak Rupees;
  - 27.1.5 Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of Performance Guarantee shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Guarantee shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
  - 27.2.1 If the Contractor commits a default under the Contract;
  - 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
  - 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance guarantee to be extended for such period(s) as the contract performance may be extended. The Performance Guarantee shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance Guarantee in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

## **28. Redressal of grievances by the procuring agency**

- 28.1 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances, to the Grievance Redressal Committee of the Procuring Agency, not later than ten days after the announcement of the bid evaluation report.
- 28.2 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 28.3 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.4 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

**TERMS & CONDITIONS OF THE CONTRACT**

**Contract Title:**

**PROCUREMENT OF HARDWARE FOR THE  
IMPLEMENTATION OF  
CAMPUS MANAGEMENT SOLUTION AT THE  
UNIVERSITY OF PESHAWAR**

**[Name of Contractor]**

**Dated:**

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III.	Technical Specifications

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the Purchaser] (the “Purchaser”), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

## RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

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

- 1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
- 3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. The Tender Document
  - b. Bidder’s Proposal
  - c. Terms and Conditions of the Contract
  - d. Special Stipulations
  - e. The Technical Specifications
  - f. Tender Form
  - g. Price Schedule
  - h. Affidavit(s)
  - i. Authorized Dealership / Agency Certificate

- j. Performance Guarantee
- k. Service Level Agreement (SLA) (if required)
- l. Non-Disclosure Agreement (if required)
- m. Any Standard Clause acceptable for Purchaser

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

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

For [full legal name of the Purchaser]:

For [full legal name of the Contractor]:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

**WITNESSES**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

## **II. General Conditions of Draft Contract**

### **29. Contract**

The Purchaser shall, after receipt of the Performance Guarantee from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

### **30. Contract Duration**

The Contract duration shall be for the period of **three (3) years**, starting from the date of delivery, installation, deployment & commissioning of all Goods / Equipment / Items till end of warranty / support period.

### **31. Contract Documents and Information**

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **32. Contract Language**

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

### **33. Standards**

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

### **34. Commercial Availability**

The Goods supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods shall have been sold, installed and operationalized in more than two installations initiated under two separate contracts by manufacturer globally.

### **35. Patent Right**

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / the Service or any part thereof.

### **36. Execution Schedule**

The Contractor shall deliver Goods/ordered equipment within eight (08) weeks from the issuance of Acceptance Letter.

### **37. Packing**

The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

### **38. Insurance**

The Contractor may provide such insurance of the Goods as is sufficient to protect against their damage or deterioration during storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the insurance of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

### **39. Labeling**

The Goods supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme. All equipment, cables, connectors, ports, boxes shall be clearly labeled.

### **40. Delivery**

- 40.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware with any associated/relevant software and its documentation. The approach shall address shipment of deliverables to the designated (installation) site. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods at the University of Peshawar, Peshawar, or any other site within Peshawar, as specified by the Purchaser at the time of delivery.
- 40.2 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.
- 40.3 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Purchaser that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.
- 40.4 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Purchaser to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

### **41. Installation, Implementation and Maintenance/System Management**

- 41.1 The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.



- 41.2 The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
- 41.3 The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- 41.4 The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.
- 41.5 The Contractor shall configure the system for high availability and reliability, of all hardware and software.
- 41.6 The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Purchaser acceptance and if special security and/or access arrangements are required.
- 41.7 The Contractor shall depute a qualified Resident Engineer on-site at the University of Peshawar for **One Year** after successful installation and configuration of the System, who will be responsible to completely maintain and manage the system including Server & Storage Management, Virtualization, Backups, Security Administration and other routine tasks.

## **42. Site Preparation**

- 42.1 The Contractor shall be responsible to survey the site, prepare the site, determine power, air conditioning and floor space requirements, identify and install, if necessary, any special / additional power and air conditioning requirements, for the proposed equipment, if any.
- 42.2 The Purchaser shall facilitate the Contractor in discharge of the above responsibilities.

## **43. Safety**

- 43.1 The Contractor shall be responsible for the embedding of safety features in the inherent design of the equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.
- 43.2 The Contractor shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.
- 43.3 The Contractor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

## **44. Test Equipment and Tools**

The Contractor shall evaluate the existing facilities and abilities of the Purchaser to accomplish corrective and preventive maintenance and support and identify additional skills, test equipment and tools required to maintain and support the new equipment. Such test equipment and tools shall be state of the art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

## **45. Spare Parts and Support**

- 45.1 The Contractor shall ensure that the Goods provided by the Contractor, under the Contract are standard and of exact Equipment / Hardware, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 45.2 The Contractor shall further ensure that the Goods provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Goods.
- 45.3 The Contractor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.
- 45.4 The Contractor shall ensure availability of spare parts and technical assistance for all components for at least three years, without major changes, after the completion of final acceptance.
- 45.5 The Contractor shall give six months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Guarantee.
- 45.6 The Contractor shall also identify and provide the following:
  - 45.6.1 Items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one year of operating stock;
  - 45.6.2 Critical items, whose failure would cause a system failure;
  - 45.6.3 Items of high cost and/or long lead time (over thirty working days);
  - 45.6.4 Items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

#### **46. Inspection and Testing**

- 46.1 The Purchaser shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.
- 46.2 The inspections and tests shall be conducted at the premises of the Contractor / at the final destination. Where conducted at the premises of the Contractor, the Contractor shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the Purchaser.
- 46.3 The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.
- 46.4 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
- 46.5 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

#### **47. Taking-Over Certificate**

- 47.1 The Contractor shall, by written notice served on the Purchaser, apply for a Taking-Over Certificate.
- 47.2 The Purchaser shall, within fourteen days of receipt of Contractor's application, either issue the Taking-

Over Certificate to the Contractor, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

- 47.3 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

#### **48. Warranty**

- 48.1 The Contractor shall warrant to the Purchaser that the Goods supplied by the Contractor, under the Contract are genuine, brand new, non-refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 48.2 The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.
- 48.3 The Contractor shall provide Manufacturer's warranty for minimum three (3) year after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:
- 48.3.1 Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation;
- 48.3.2 On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 24 hours.
- 48.4 The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.
- 48.5 The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.
- 48.6 The Purchaser shall, by written notice served on the Contractor, indicate any claim(s) arising under the warranty.
- 48.7 The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.
- 48.8 The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

#### **49. Ownership of Goods and Replaced Components**

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

#### **50. Defects Liability Expiry Certificate**

- 50.1 The Contractor shall, after expiry of the warranty period, by written notice served on the Purchaser,

apply for a Defects Liability Expiry Certificate.

- 50.2 The Purchaser shall, within fourteen days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

## **51. Payment**

- 51.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 51.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 51.3 The Purchaser shall get verified the details of Goods/equipment delivered against the invoice from the concerned Technical Team of the University of Peshawar and Payment shall be made on complete delivery of Goods/equipment after issuance of satisfactory certificate by concerned technical team, as per details given in relevant Letter of Acceptance.
- 51.4 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done, to the Contractor, as per Government policy, in Pak Rupees, through crossed cheque.
- 51.5 The Contractor shall cause the validity period of the performance guarantee to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract
- 51.6 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

## **52. Price**

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

## **53. Contract Amendment**

- 53.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 53.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 53.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

- 53.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

#### **54. Assignment / Subcontract**

- 54.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 54.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

#### **55. Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

#### **56. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

#### **57. Blacklisting**

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

#### **58. Forfeiture of Performance Guarantee**

- 58.1 The Performance Guarantee shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:
- 58.1.1 If the Contractor commits a default under the Contract;
- 58.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;
- 58.1.3 If the Contractor violates any of the terms and conditions of the Contract.
- 58.2 The Contractor shall cause the validity period of the performance guarantee to be extended for such

period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

- 58.3 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the Contractor.
- 58.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Guarantee amount will be forfeited and the company will not be allowed to participate in future tenders as well.

## **59. Termination for Default**

- 59.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.
- 59.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

## **60. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

## **61. Termination for Convenience**

- 61.1 The University of Peshawar may, at any time, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, for its convenience. The notice of terminations shall specify that termination is for the University of Peshawar's convenience, the extent to which performance of Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 61.2 The Goods and the Services which are complete and ready for shipment within thirty (30) days after the Contractor's receipt of termination notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:
  - 61.2.1 to have any portion thereof completed and delivered at the Contract terms and prices; and/or
  - 61.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods,

Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract.

## **62. Force Majeure**

- 62.1 For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Peshawar, Pakistan. The award shall be final and binding on the parties.
- 62.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Guarantee, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 62.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 62.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- 62.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **63. Dispute Resolution**

- 63.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 63.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Peshawar, Pakistan. The award shall be final and binding on the parties.

## **64. Statutes and Regulations**

- 64.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 64.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force

in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

- 64.3 The Courts at Peshawar shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

## **65. Taxes and Duties**

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

## **66. Contract Cost**

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

## **67. Authorized Representative**

- 67.1 The Purchaser or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 67.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Contractor.
- 67.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 67.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 67.5 Notwithstanding Clause 68.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Purchaser to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- 67.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Contractor may refer the matter to the Purchaser who may confirm, reverse or vary such decision or instruction.

## **68. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

## **69. Training**

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



69.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser and proceed to implement suitable remedial measures after consultation with them.

## **70. Documentation**

The Contractor shall furnish the High Level Diagram, Total Rack Space Occupancy (form factor “U”), Project Implementation Plan, User Documentation, Operation Manuals, and Service Manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

## 71. Special Stipulations

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
Bid Security (Earnest Money)	<p>The Contractor shall furnish the Bid Security (earnest Money) as under:</p> <ul style="list-style-type: none"> <li>• 02% (Two Percent) of the Bid Price in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; denominated in Pak Rupees;</li> <li>• Have a minimum validity period of one hundred and twenty days (120) from the last date for submission of the Tender or until furnishing of the Performance Guarantee, whichever is later.</li> </ul>
Performance Guarantee	<p>The successful Contractor shall furnish Performance Guarantee as under:</p> <ul style="list-style-type: none"> <li>• within twenty-eight (28) days of the receipt of the Acceptance Letter from the Purchaser;</li> <li>• in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;</li> <li>• for a sum equivalent to 10% of the contract value;</li> <li>• in subsequence to the issuance of Letter of Acceptance; denominated in Pak Rupees;</li> <li>• Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, <u>whichever is later.</u></li> </ul>
Delivery Period	Within eight (08) weeks from the issuance of Acceptance Letter.
Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor	<p>If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.</p>

## 72. ANNEXURE-A

### TECHNICAL SPECIFICATIONS

#### LOT I

Product	Required Features / Description	Qty
<b>Branded Rack Mounted Servers</b>	2 X Intel Processor 10 Cores E5-2630 V4 2.2 Ghz	<b>4</b>
	Memory 128GB Latest Technology	
	Must support Integrated 4-Port SATA/SAS controller (Hypervisor RAID)	
	Must support 24 x 2.5" HDD for mix (SSD & SAS/SATA) workload (for the whole solution)	
	Must have 32GB SATA-III SLC for OS image	
	Must have 1 x 400GB 2.5" 12G SAS SSD	
	Must have 5 x 1.2TB 2.5" 12G SAS 10K	
	Must have 2 x 10GbE (optical) SFP+ port onbaord	
	8 PCIe Gen3 I/O Mezz Option (for the whole solution)	
	Must have integrated RemoteManagement Module 4 support	
	Must have 1Gb management netwrok adapter (LOM)	
	Redundant FAN, (2 X 1200W--1600W Energy Smart) AC Power Supply (for the whole solution)	
	Single server license, including 3 years of 24 x 7 Technical Support and Updates	
	Server hardware with HA must be provided for all software that runs external to the storage (management software, Continue Data Protection software, etc). Management should have Web based GUI.	
	3-Year Parts, 3-Year Labor, 3-Year Onsite support	
<b>Server Virtualization (VMware)</b>	Powered by industry leading bare-metal hypervisor with lesser kernel image size	As per Solution (at least 50 + VMS)
	Should support industry standard O/S (Windows, Linux, Netware and SUN Solaris), Data bases (Oracle, Sybase, MS SQL), Applications (MS Exchange, Lotus Domino, Enterprise class ERP), firewalls and antiviruses.	
	Should support software define storage, software defines network and software define data center features for future requirement. (Vendor should recommend as per best practices)	
	Should support live migration of virtual machine by using same or cross hypervisor.	
	Centralize management of multiple hypervisors virtual machine, storages and virtual networks.	
	Proactive identification and remediation of emerging performance, capacity, and configuration issues on the fly.	

Leverage existing investments with an open and extensible platform, with third-party management packs for Microsoft, ORACLE and more
Comprehensive visibility across applications and infrastructure in a single console.
Automated capacity optimization and planning.
Continuous compliance with IT policies and regulatory requirements.
Hardware compatibility is possible with the broadest range of (existing) 32- and 64-bit servers, OSs, storage and networking equipment including enterprise management tools.
Must support agentless antivirus and antimalware protection to secure your virtual machines
Must support NFS version 4.1
Must license all CPUs in cluster with aprox 8K VM per cluster
Support distributed RAID per CPU
Must support application centric control plane across Storage Tiers
Able to provide encapsulation of entire Virtual Machine state.
Fully integrated backup solution with features such as deduplication and wan-optimization for replication. It should be agent-less and provide application-aware protection.
Hypervisor should support Automated restart of failed virtual machines and complete tolerance to failover for Critical applications without a packet drop
Tightly integrated with storage replication adaptor for site recovery manager allows hypervisor to integrate with third party storage technologies.
Should support host profiles to ensuring standardization of configuration settings across hosts.
Must support resources instant capacity on demand
Must support secure boot protection for hypervisor and guest operating system from being tampered with micro-segmentation secure networks delivery.
Must support and tightly integrated with encrypted vSAN secure storage deliveries
Support for 36x months with standard & latest edition. Support for Independent Software Renewal.
Vendor shall also inform about Support Model after 36x Months (with estimated cost.)

Enterprise Backup Software		
	Criteria	1
License	8 socket client license is required for IP based backup.	

<b>Features and clients</b>	licensing should include entitlement of all software features and unlimited number of backup clients	
<b>OS/Platform Support</b>	Windows, Red Hat Linux, Solaris, Hyper-V, VMware	
<b>Applications and DB Integration</b>	Must support application consistent backups of Oracle, MS SQL, Microsoft Exchange, DB2, SAP. Solution should also support direct integration of Oracle and MS SQL with backup appliance. Backup server must be centralize and consolidated for physical and virtual environment. Backup server multiple instances are not allowed.	
<b>Mobility</b>	Can move backups from one target to another e.g. from disk to disk and tape-out	
<b>Efficiency</b>	Synthetic/Virtual Synthetic backups, Immediate replication, Dense filesystem backups, Passive node backups in cluster configurations, LAN-Free backups, CBT for backup and restore	
<b>Scalability</b>	Can scale linearly by adding backup server nodes to meet data growth requirements and CDP must 120	
	Must support 120 VM CDP License	
<b>Management and Monitoring</b>	Should have intuitive user interface for managing and monitoring backup environment. Advance/comprehensive monitoring and reporting capability would be given more weightage.	
<b>Self-protection</b>	Must have a defined mechanism to recover backup server/nodes from failure	
<b>Hardware Support</b>	Must support single manufacture solution backup hardware / virtual server should be included and tightly integrated with hypervisor.	
<b>Data Protection</b>	Continuous data protection for any pit recovery	
<b>Monitoring</b>	Proactive monitoring and real-time analytics, Metadata only or full-content index search	
<b>Recovery</b>	Continuous data protection with point in time (granular block and file) recovery.	

<b>Backup Appliance</b>		
	<b>Criteria</b>	
<b>Architecture</b>	Disk Based Deduplication Appliance for IP oriented backup	1
<b>Capacity</b>	14TB usable capacity (prior to dedupe)	
<b>Scalability</b>	Can scale up to min. 32TB usable capacity (prior to dedupe) in a single deduplication pool	
<b>Protection and Fault Tolerance</b>	RAID, NVRAM, Snapshots, end-to-end verification to protect against physical and logical failures	
<b>Deduplication Technology</b>	In-line variable length global deduplication. Should also be able to support and work with source-based deduplication supporting leading backup software and native utilizes	
<b>Connectivity</b>	Should have 4 x 10GE (optical) SFP & 1GbE	

<b>Protocols</b>	Should support VTL, NFS, CIFS, NDMP and any other recommended protocols. All protocols should be useable simultaneously.
<b>Throughput</b>	Can handle 6TB/hr or more throughput
<b>Backup Software Support</b>	Should support industry leading backup software's (TSM, Networker, etc. and native utilities like Oracle RMAN, SAP BR*Tools and MSSQL backup)
<b>Platforms Compatibility</b>	Should support integration with open systems and any other specialized platforms
<b>Encryption</b>	Should support strong encryption of data-at-rest/in replication
<b>Replication</b>	Should support network optimized replication with capability of bandwidth throttling.
<b>Call Home Support</b>	Appliance must have Call Home capability (system should generate an alert to the principal support to log a case in case of any critical error)
<b>Maintenance/Support</b>	Direct local support from manufacturer with spare parts
<b>References</b>	Should have min. 3 local references of equal or bigger size
<b>Network Traffic</b>	Reduce network traffic by up to 99%
<b>VM's Enablement</b>	Instant access to VMs

<b>Branded Rack</b>		
	<b>Criteria</b>	<b>1</b>
	Branded 40U or Higher Rack with compatible 2 x PDU and Cables	

<b>Training</b>		
	<b>Criteria</b>	<b>3</b>
<b>Training Center</b>	Authorized from Principal	
<b>Training Details</b>	Training Schedule & Agenda including all costs must be submitted with the bid.	
<b>Certification</b>	Principal Certification	

## LOT II

Laptop Computer		
	Criteria	8
<b>Processor</b>	8th Generation Core I 7 – 8550U (1.8 GHz, up to 3.7 GHz, 8 MB Cache, 4 Cores)	
<b>Chipset</b>	Chipset is integrated with processor	
<b>Graphic</b>	Integrated: Intel UHD Graphics 620 or higher	
<b>Screen</b>	15.6" FHD (1920x1080) Anti-Glare LED UWVA Integrated HD Webcam	
<b>Memory</b>	8GB DDR4 2400 or higher	
<b>Hard Disk</b>	1TB 7200RPM SATA or higher	
<b>SSD Drive</b>	256GB Solid State Drive	
<b>Connectivity</b>	USB 3.0; HDMI; RJ-45; VGA , Audio, Wifi + Bluetooth	
<b>Adapter</b>	45W Smart AC adapter or higher & 3-Cell, 48 Wh Long Life Li-ion Battery	
<b>Carry Bag</b>	Genuine Carrying Case	
<b>Warranty</b>	3-Year Warranty including power fluctuation Coverage	

For LOT I, Qualified Resident Engineer shall be deputed on-site at University of Peshawar for One Year after successful installation & configuration of the System, who will be responsible to completely maintain/ manage the system including Hardware, Virtualization, Backup and other routine tasks

## **FORMS & OTHER REQUIRED DOCUMENTS**

### **73. ANNEXURE-B**

#### **Technical Proposal Submission Form**

[Location, Date]

To (Name and address of Purchaser)

Dear Sir,

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

We undertake, if our Proposal is accepted, to provide supply of \_\_\_\_\_ related to the assignment.

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

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

We remain,

Yours sincerely,

Authorized Signature (Original)  
(In full and initials)

\_\_\_\_\_

Name and Designation of Signatory

\_\_\_\_\_

Name of Firm

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_



## 74. ANNEXURE-C

[Location, Date]

### Financial Proposal Submission Form (Part of Financial Bid Envelope)

To (Name and address of Purchaser)

Dear Sir,

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

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

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

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

Signed

In the capacity of:

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

Date:

## 75. ANNEXURE-D

### Price Schedule/ Financial Cost Sheet

Sr. No.	Item Description	No of Units/QTY (1)	Unit Rate (Excl. Taxes) Rs. (2)	Total Taxes (3)	Unit Rate (Incl. all Taxes) Rs. (4=2+3)	Total Price (Incl. all Taxes) Rs (5=1x4)
1						
2						
Total Bid Price(LOT-I)						X

Sr. No.	Item Description	No of Units/QTY (1)	Unit Rate (Excl. Taxes) Rs. (2)	Total Taxes (3)	Unit Rate (Incl. all Taxes) Rs. (4=2+3)	Total Price (Incl. all Taxes) Rs (5=1x4)
1						
2						
Total Bid Price(LOT-II)						X

#### Notes to Price Table:

- X will determine the total bid price for all items.
- Prices must be quoted for all items.
- The Purchaser reserves exclusive rights to increase / decrease the quantities of Goods / equipment / hardware mentioned vide this tender document.
- Hardware quoted must be legally imported in Pakistan after paying all taxes.

Total Cost (in words) Rs. \_\_\_\_\_

Signature of authorized person \_\_\_\_\_

Name: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Date \_\_\_\_\_

(Company Seal)

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

## 76. ANNEXURE-E

### Format for Covering Letter

To  
(Name and address of Purchaser)

Subject: \_\_\_\_\_.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the University of Peshawar.
- c) We agree to abide by this proposal for the period of \_\_\_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the University of Peshawar, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

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Authorized Signatures with Official Seal

## **77. ANNEXURE-F**

### **INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

## Format of Power-of-Attorney

### **POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

Know all men by these presents, we [name of the company and address of the registered office] do hereby appoint and authorize Mr. [full name and residential address] who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [name of the project] in response to the tenders invited by the University of Peshawar including signing and submission of all documents and providing information/responses to University of Peshawar in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

**78. ANNEXURE-G**

**UNDERTAKING**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature

(Company Seal)

---

In the capacity of

Duly authorized to sign bids for and on behalf of:

## 79. ANNEXURE-H

(To be submitted on legal stamp paper)

### AFFIDAVIT

#### (Integrity Pact)

We [Name of the bidder / supplier] being the first duly sworn on oath submit, that Mr. / Ms. [if participating through agent / representative] is the agent / representative duly authorized by [Name of the bidder company] hereinafter called the Contractor to submit the attached bid to the University of Peshawar. Affiant further states that the said M/s [Bidding Firm/Company Name] has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the University of Peshawar any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the University of Peshawar and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public



## 80. ANNEXURE-I

### PERFORMANCE GUARANTEE

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date: (Must be one month later than the expiry date)

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Guarantee, within twenty-eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

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

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

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

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

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

Date this \_\_\_\_\_ day of 2018.

#### GUARANTOR

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_