

REGISTERED No. **M - 302**
L - 7646

The Gazette of Pakistan



**EXTRAORDINARY
PUBLISHED BY AUTHORITY**

ISLAMABAD, MONDAY, MAY 27, 2024

PART II

Statutory Notifications (S. R. O.)

GOVERNMENT OF PAKISTAN
PUBLIC PROCUREMENT REGULATORY AUTHORITY
(Cabinet Division)

NOTIFICATION

Islamabad, the 14th May, 2024.

S. R. O. 730(I)/2024.—In Pursuance of Section 27 of the PPRA Ordinance read with Rule 23(4) of Public Procurement Rules, 2004, the procuring agencies shall use the Request for Proposal for Procurement of Cloud Services issued by the Public Procurement Regulatory Authority attached as **(Annexure-I)** for National and/or International Competitive Bidding (amended from time to time), developed on the basis of regulatory experience / feedback and monitoring of the procurement practices.

[No. 02(18)/M&E/PPRA/2021.]

DR. ASIM J. ABRO,
Director (M&E).

1559 (1—98)

Price : Rs. 150.00

[7859 (2024)/Ex. Gaz.]

Annexure-I

REQUEST FOR PROPOSAL

Procurement of Cloud Services

(Single Stage One Envelope/
Single Stage Two Envelope Procedure)

(National/International Competitive Bidding)



Public Procurement Regulatory Authority (PPRA)

May , 2024



ACKNOWLEDGEMENT

Public Procurement Regulatory Authority (PPRA) extends its gratitude and acknowledges the guidance and support of Mr. Maqbool Ahmed Gondal, Managing Director, PPRA for the development and finalization of this Document.

The Authority acknowledge the contribution of following officers of the Authority for development and finalization of this document:

Prepared By:	Mr. Muhammad Ibrahim R. Khan, Deputy Director (M&E), PPRA
Reviewed By:	Dr. Asim J. Abro, Director (M&E), PPRA
Finalized By:	Mr. Maqbool Ahmed Gondal, Managing Director, PPRA
Approved By:	PPRA Board



PREFACE

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Ordinance - 2002; Public Procurement Rules-2004 and allied Regulations, Regulatory Guides and Guidelines, and Pakistan Cloud First Policy (PCFP).

National Request for Proposal Documents are developed for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the PPRA Ordinance, 2002 read with Rule-23(4) of Public Procurement Rules, 2004.

The document consists of general as well as specific provisions to be applicable for the procurement of Cloud Services. The specific provisions supplement to the general provisions and may be amended or opted by the procuring agencies in the manner and to the extent prescribed in the respective sections.

This document is a live document, and may be updated on quarterly basis considering the regulatory experience feedback based on monitoring the procurement practices and valuable suggestions of the stakeholders (i.e. procuring agencies, vendors and general public).

Any suggestions may be sent to the following address:

Mohammad Ibrahim Rahman Khan
Deputy Director (M&E)
Public Procurement Regulatory Authority
1st Floor FBC Building G-5/2, Islamabad.
Email: ibrahimkhan@ppra.org.pk



RFP Documents for Procurement of Cloud Services

PART-A - BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Proposals

Section II - Instructions to Cloud Service Providers (ITCSP)

This Section provides information to help Cloud Service Providers prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

Section III - Proposal Data Sheet (PDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Cloud Service Providers (ITCSP). This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Evaluation Criteria, Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the cloud services to be procured and the schedule of requirements.

Section VI - Standard Forms

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

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.



Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Guarantee** will be submitted by the successful Cloud Service Provider to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful Cloud Service Provider shall be required to furnish Integrity Pact as per the attached format.

[REDACTED]

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO PROPOSALS



Procuring Agency.....

Proposal No. (.....)

For

Procurement of Cloud Services

Request for Proposal

Date: _____

1. This Request for Proposal (RFP) follows the Procurement Notice (PN) or Procurement Advertisement [Insert advertisement no.] for the subject Project/Procurement which appeared in [insert media] vide dated [insert dates of issue of PN/PA].
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year [insert the financial year]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the [insert the name of the contract].

or

The [insert name of Procuring Agency] has received/has applied for/intends to apply for a [loan/credit /grant] from the [name of financing institution] towards the cost of [insert name of project], and it intends to apply part of the proceeds of this [loan/credit/grant] to cover eligible payments under the contract for [insert name of the contract].

3. The [Insert the name of the Procuring Agency] now invites sealed proposals from eligible Cloud Service Provider of [insert brief description of the services to be procured].
4. The subject procurement shall be conducted in accordance with (mention method of procurement i.e. Single Stage one envelope, single stage two envelope etc.) and shall be evaluated on the basis of (mention evaluation techniques i.e. Least Cost Basis Quality and Cost Basis), in terms of the provisions prescribed in Public Procurement Rules, 2004, E-Pak Procurement Regulations, 2023 and any other regulations, procurement guidelines or instructions issued by the Authority (from time to time) and is open to all potential Cloud Service Providers.
5. All Proposal must be accompanied by a bid Security [if Security so requires] in an acceptable form in the amount of [insert the amount in local currency] or freely convertible currencies in case of foreign Cloud Service Providers.

OR

All Proposal must be accompanied by a Bid Securing Declaration [if Bid Securing Declaration is required] in the format provided in the Bidding Documents.



6. E-Bidding document containing detailed terms and conditions, specification and requirements etc. are available on e-Pak Acquisition and Disposal System (EPADS) at (www.eprocure.gov.pk) for all the interested bidders (Service Providers) registered on EPADS.
7. The e-bids, prepared in accordance with the instructions in the e-bidding documents, must be submitted through EPADS on or before (mention bid closing date and time). E-bids will be opened by using EPADS on the same day at (mention bid opening time at least 30 minutes after bid closing time). The proposal (or technical part of the proposal as the case may be) will be opened promptly thereafter in public and in the presence of bidders' representatives who choose to attend the opening.

[Insert the title of the Principal Accounting Officer or Competent Authority and address of the Procuring Agency]

SECTION II: INSTRUCTIONS TO CLOUD
SERVICE PROVIDER (LCSB)



SECTION II: INSTRUCTION TO CLOUD SERVICE PROVIDER (ITCSP)



A. INTRODUCTION

1. Scope of Proposal	1.1	<p>The Procuring Agency (PA), as indicated in the Proposal Data Sheet (PDS) invites Proposal for the provision of Hosting of Cloud Services specified in the PDS and in Section V - Technical Specifications & Schedule of Requirements. The name, identification, and number of items/deliverables are provided in the PDS. Open Competitive bidding using Single Stage Two Envelope procedure shall be used. The successful Cloud Service Providers will be expected to provide the services within the specified period and timeline(s) as stated in the PDS.</p>
2. Source of Funds	2.1	<p>Source of funds is referred in Clause-2 of Invitation for Proposals.</p>
3. Eligible Cloud Service Providers	3.1	<p>A Cloud Service Provider may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the PDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.</p> <p><i>(The limit on the number of members of JV or Consortium or Association may be prescribed in PDS, in accordance with the guidelines issued by the PPRA).</i></p>
	3.2	<p>The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.</p>
	3.3	<p>A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Proposal.</p>
	3.4	<p>Any Proposal submitted by the joint venture, consortium or association shall indicate the part of the</p>



		proposed contract to be performed by each party and each party shall be evaluated with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for proposal is open to all prospective Cloud Service Providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body such as established for that particular trade or business.
	3.6	Foreign Cloud Service Providers must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the Cloud Service Provider must have to initiate the registration process before the Proposal submission and the necessary evidence shall be submitted to the procuring agency along with their Proposal, however, the final award will be subject to the complete registration process.
	3.7	<p>A Cloud Service Provider shall not have a conflict of interest. All Cloud Service Providers found to have a conflict of interest shall be disqualified. A Cloud Service Provider may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Proposal. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Proposal; or e) have a relationship with each other, directly or



		<p>through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Cloud Service Provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or</p> <p>f) Submit more than one Proposal in this Bidding process.</p>
	3.8	<p>A Cloud Service Provider may be ineligible if -</p> <p>(a) declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the Cloud Service Provider is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Cloud Service Provider involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Cloud Service Provider is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Cloud Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration.</p> <p>(f) The firm, Cloud Service Provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Cloud Service Provider shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Cloud Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.

	3.11	Cloud Service Provider shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Proposal price is envisaged.
4. One Proposal per Cloud Service Provider	4.1	A Cloud Service Provider shall submit only one Proposal, in the same bidding process, either individually as a Cloud Service Provider or as a member in a joint venture or any similar arrangement.
	4.2	No Cloud Service Provider can be a sub-contractor while submitting a proposal individually or as a member of a joint venture in the same Bidding process.
	4.3	A person or a firm cannot be a sub-contractor with more than one Cloud Service Provider in the same bidding process.
5. Cost of Bidding	5.1	The Cloud Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



B. RFP DOCUMENTS

6. Contents of Request for Proposal Document	6.1	The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation for Proposal, the RFP documents which should be read in conjunction with any addenda issued in accordance with ITCSP 8.1 include: Section I -Invitation to Proposals Section II Instructions to Cloud Service Providers (ITCSP) Section III Proposal Data Sheet (PDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements, Evaluation and Qualification Criteria Section VI Forms - Proposal Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms
	6.2	The number of copies to be completed and returned with the Proposal is specified in the PDS .
	6.3	The Procuring Agency is not responsible for the completeness of the RFP documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the Cloud Service Provider for filling the forms.
	6.4	The Cloud Service Provider is expected to examine all instructions, forms, terms and specifications in the RFP documents. Failure to furnish all the information required in the RFP documents will be at the Cloud Service Provider's risk and may result in the rejection of his Proposal.
7. Clarification of RFP documents	7.1	A prospective Cloud Service Provider requiring any clarification of the RFP documents may notify the Procuring Agency in writing or in electronic form that provides a record of the content of communication at the Procuring Agency's address indicated in the PDS .
	7.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond



		in writing or in the electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Proposals as prescribed in ITCSP 22.1. However, this clause shall not apply in the case of alternate methods of Procurement.
	7.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Cloud Service Providers through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the RFP document from the website of PA, the response of all such queries will also be available on the same link available at the website.
	7.4	Should the Procuring Agency deem it necessary to amend the RFP document as a result of a clarification, it shall do so following the procedure under ITCSP 8.
	7.5	If indicated in the PDS, the Cloud Service Provider's designated representative is invited at the Cloud Service Provider's cost to attend a pre-proposal meeting at the place, date and time mentioned in the PDS. During this pre-proposal meeting, prospective Cloud Service Providers may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the RFP document.
	7.6	Minutes of the pre-Proposal meeting, if applicable, including the text of the questions asked by Cloud Service Providers, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Cloud Service Providers who have obtained the RFP documents. Any modification to the RFP documents that may become necessary as a result of the pre-Proposal meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITCSP 8. Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a Cloud Service Provider.
8. Amendment of RFP documents	8.1	Before the deadline for submission of Proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Cloud Service Provider or pre-proposal



		meeting may modify the RFP documents by issuing addenda.
	8.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the RFP documents pursuant to ITCSP 6.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the Cloud Service Providers who have obtained the RFP documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS:</p> <p>Provided that the Cloud Service Provider who had either already submitted their proposal or handed over the proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed proposal and submit the revised proposal prior to the original or extended proposal submission deadline.</p>
	8.3	<p>To give prospective Cloud Service Providers reasonable time in which to take an addendum/corrigendum into account in preparing their Proposals, the Procuring Agency may, at its discretion, extend the deadline for the submission of Proposals:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Proposal, if such an addendum is issued within last three (03) days of the Proposal submission deadline.</p>

C. PREPARATION OF PROPOSALS

9. <i>Language of Proposal</i>	9.1	The Proposal prepared by the Cloud Service Provider, as well as all correspondence and documents relating to the Proposal exchanged by the Cloud Service Provider and the Procuring Agency shall be written in the English language unless otherwise specified in the PDS. Supporting documents and printed literature furnished by the Cloud Service Provider may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the PDS, in which case, for purposes of interpretation of the Cloud Service Provider, the translation shall govern.
10. <i>Documents Constituting the Proposal</i>	10.1	The Proposal prepared by the Cloud Service Provider shall constitute the following components: -



		<ul style="list-style-type: none"> a) Form of Proposal and Proposal Prices completed in accordance with ITCSP 13 and 14; b) Details of the Sample(s) where applicable and requested in the PDS. c) Documentary evidence established in accordance with ITCSP 12 that the Cloud Service Provider is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITCSP 12.3(a) that the Cloud Service Provider has been authorized to provide the services in Pakistan; e) Documentary evidence established in accordance with ITCSP 11 that services to be provided by the Cloud Service Provider are eligible services, and conform to the RFP documents; f) Proposal security or Proposal Securing Declaration furnished in accordance with ITCSP 17; g) Duly Notarized Power of Attorney authorizing the signatory of the Cloud Service Provider to submit the proposal; and h) Any other document required in the PDS.
11. Documents Establishing Eligibility of the Services and Conformity to RFP documents	11.1	To establish the conformity of the Non-Consulting Services to the RFP document, the Cloud Service Provider shall furnish as part of its Proposal the documentary evidence that Services provided conform to the technical specifications and standards.



	11.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Cloud Service Provider may offer other standards of quality provided that it demonstrates, to the procuring agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Agency's Requirements.
	11.3	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the Cloud Service Provider	12.1	Pursuant to ITCSP 10, the Cloud Service Provider shall furnish, as part of its Proposal, all those documents establishing the Cloud Service Provider's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Proposal is accepted.
	12.2	The documentary evidence of the Cloud Service Provider's eligibility to Proposal shall establish to the satisfaction of the Procuring Agency that the Cloud Service Provider, at the time of submission of its proposal, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	12.3	<p>The documentary evidence of the Cloud Service Provider's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of Procuring Agency that:</p> <ul style="list-style-type: none"> a) the Cloud Service Provider has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in PDS. b) in the case of a Cloud Service Provider not doing business within Pakistan, the Cloud Service Provider is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Cloud Service Provider's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. c) that the Cloud Service Provider meets the qualification criteria listed in the Proposal Data Sheet.
13. Form of	13.1	The Cloud Service Provider shall fill the Form of Proposal



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<i>Proposal</i>		furnished in the RFP documents. The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.
14. <i>Proposal Prices</i>	14.1	The Proposal Prices quoted by the Cloud Service Provider in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in ITCSP Clause 14 or exclusively mentioned hereafter in the RFP documents.
	14.2	All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	14.3	Items not listed in the Price Schedule shall be assumed not to be included in the Proposal, and provided that the Proposal is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Cloud Service Provider(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive Cloud Service Provider, or b) where there is provision for alternate proposals and the respective items are not listed in the other proposals, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	14.4	The Proposal price to be quoted in the Form of Proposal in accordance with ITCSP 13.1 shall be the total price of the Proposal, excluding any discounts offered.
	14.5	The Cloud Service Provider shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the services it proposes to provide under the contract.
	14.6	Prices quoted by the Cloud Service Provider shall be fixed during the Cloud Service Provider's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITCSP 28. The Bidder shall quote the prices in accordance with the pricing model such as pay-as-you-go



		or any other model specified by the procuring agency.
14.7		If so indicated in the Invitation to Proposals and Instructions to Cloud Service Providers, that Proposals are being invited for individual contracts (Lots) or for any combination of contracts (packages), Cloud Service Providers wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
15. Proposal Currencies	15.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS.
	15.2	For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.
	15.3	Cloud Service Providers shall indicate details of their expected foreign currency requirements in the Proposal.
16. Proposal Validity Period	16.1	Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Procuring Agency. A Proposal valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Proposal validity will be determined from the complementary proposal securing instrument i.e. the expiry period of proposal security or proposal securing declaration as the case may be.
	16.2	Under exceptional circumstances, prior to the expiration of the initial Proposal validity period, the Procuring Agency may request the Cloud Service Providers' consent to an extension of the period of validity of their Proposals only once, for the period not more than the period of initial proposal validity. The request and the Cloud Service Providers responses shall be made in writing or in electronic forms that provide record of the content of communication. The Proposal Security provided under ITCSP 17 shall also be suitably extended. A Cloud Service Provider may refuse the request without forfeiting its Proposal security or causing to be executed its Proposal Securing Declaration. A Cloud Service Provider agreeing to the request will not be required nor permitted to



		modify its Proposal, but will be required to extend the validity of its Proposal Security or Proposal Securing Declaration for the period of the extension, and in compliance with ITCSP 17 in all respects.
	16.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Proposal validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Proposal evaluation shall be based on the already quoted Proposal Price without taking into consideration on the above correction.
<i>17. Proposal Security or Proposal Securing Declaration</i>	17.1	Pursuant to ITCSP 10, unless otherwise specified in the PDS, the Cloud Service Provider shall furnish as part of its Proposal, a Proposal Security in form of a fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the PDS or Proposal Securing Declaration as specified in the PDS in the format provided in Section VI (Standard Forms) .
	17.2	The Proposal Security or Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Cloud Service Provider's conduct which would warrant the security's forfeiture, pursuant to ITCSP 17.9.
	17.3	The Proposal Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the PDS which shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Proposal. This shall also apply if the period for Proposal Validity is extended. In either case, the form must include the complete name of the Cloud Service Provider; a)
	17.4	The Proposal Security or Proposal Securing Declaration shall be in accordance with the Form of the Proposal Security or Proposal Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Proposal submission.
	17.5	The Proposal Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITCSP 17.9 are invoked.
	17.6	Any Proposal not accompanied by a Proposal Security or



		Proposal Securing Declaration in accordance with ITCSP 17.1 or 17.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITCSP 28.
17.7		<p>Unsuccessful Cloud Service Providers' Proposal Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Proposal Validity prescribed by the Procuring Agency pursuant to ITCSP 16. The Procuring Agency shall make no claim to the amount of the Proposal Security, and shall promptly return the Proposal Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Proposal Security; (b) the entry into force of a procurement contract and the provision of a Performance Guarantee (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Proposal documents; (c) the rejection by the Procuring Agency of all Proposals; (d) the withdrawal of the Proposal prior to the deadline for the submission of Proposals, unless the Proposal documents stipulate that no such withdrawal is permitted.
17.8		The successful Cloud Service Provider's Proposal Security will be discharged upon the Cloud Service Provider signing the contract pursuant to ITCSP 41, or furnishing the Performance Guarantee, pursuant to ITCSP 42.
17.9		<p>The Proposal Security may be forfeited or the Proposal Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Cloud Service Provider: <ul style="list-style-type: none"> i) withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Agency, and referred by the Cloud Service Provider on the Form of Proposal except as provided for in ITCSP 16.2; or



		<p>ii) does not accept the correction of errors pursuant to ITCSP 30.3; or</p> <p>b) in the case of a successful Cloud Service Provider, if the Cloud Service Provider fails:</p> <p>i) to sign the contract in accordance with ITCSP 41; or</p> <p>ii) to furnish Performance Guarantee in accordance with ITCSP 42.</p>
	17.10	The proposal security shall be valid for a period specified in PDS. Proposals with shorted proposal security validity period shall be rejected straight away.
18. Alternative Proposals by Cloud Service Providers	18.1	Cloud Service Providers shall submit offers that comply with the requirements of the RFP documents, including the basic Cloud Service Provider's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the PDS. If so allowed, ITCSP 19.2 shall prevail.
19. Withdrawal, Substitution, and Modification of Proposals	19.1	Before proposal submission deadline, any Cloud Service Provider may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	19.2	Proposals requested to be withdrawn in accordance with ITCSP 19.1 shall be returned unopened to the Cloud Service Providers.
20. Format and Signing of Proposal	20.1	The Cloud Service Provider shall prepare an original and the number of copies of the Proposal as indicated in the PDS, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.
	20.2	The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Cloud Service Provider or a person or persons duly authorized to sign on behalf of the Cloud Service Provider. This authorization shall consist of a written confirmation as specified in the PDS and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed



		below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
	20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Cloud Service Provider.

D. SUBMISSION OF PROPOSALS

	21. Sealing and Marking of Proposals	21.1 The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Proposal. Each Cloud Service Provider shall submit its proposal as under: <ol style="list-style-type: none"> Cloud Service Provider shall submit its TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. ORIGINAL and each copy of the Proposal shall be separately sealed and put in separate envelopes and marked as such. The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
		21.2 The inner and outer envelopes shall: <ol style="list-style-type: none"> be addressed to the Procuring Agency at the address provided in the Proposal Data; bear the name and identification number of the contract as defined in the PDS; and provide a warning not to open before the time and date for proposal opening, as specified in the Proposal Data pursuant to ITCSP 25.1. In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the Cloud Service Provider to enable the proposal to be returned unopened in case it is declared "late" pursuant to Clause ITCSP.23
	22. Deadline for Submission of	22.1 Proposals shall be received by the Procuring Agency no



<i>Proposals</i>		later than the date and time specified in the PDS.
	22.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals by amending the RFP documents in accordance with ITCSP 8, in which case all rights and obligations of the Procuring Agency and Cloud Service Providers previously subject to the deadline will thereafter be subject to the new deadline.
<i>23. Late Proposals</i>	23.1	The Procuring Agency shall not consider for evaluation any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITCSP 22.
	23.2	Any Proposal received by the Procuring Agency after the deadline for submission of Proposals shall be declared late, recorded, rejected and returned unopened to the Cloud Service Provider.
<i>24. Withdrawal of Proposals</i>	24.1	A Cloud Service Provider may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposals.
	24.2	Revised proposal may be submitted after the withdrawal of the original proposal in accordance with the provisions referred in ITCSP 21.

E. OPENING AND EVALUATION OF PROPOSALS

<i>25. Opening of Proposals</i>	25.1	The Procuring Agency will open all Proposals, in public, in the presence of Cloud Service Providers' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the PDS. The Cloud Service Providers' representatives present shall sign a register as proof of their attendance.
	25.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Cloud Service Provider. No proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at proposal opening.
	25.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the



		Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Cloud Service Provider unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at proposal opening.
	25.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposals. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial proposal opening date.
	25.5	Other envelopes holding the Proposals shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Cloud Service Providers names, the Proposal prices, the total amount of each Proposal and of any alternative Proposal (if alternatives have been requested or permitted), any discounts, the presence or absence of Proposal Security, Proposal Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	25.6	The Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the PDS in the presence of Cloud Service Providers' designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	25.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Cloud Service Provider; (b) whether there is a modification or substitution; (c) the presence of a bid Security, if required; and (d) Any other



		details as the Procuring Agency may consider appropriate.
	25.8	Proposals not opened and not read out at the Proposal opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Cloud Service Provider which is not read out at Proposal opening shall not be considered further.
	25.9	Cloud Service Providers are advised to send a representative with the knowledge of the content of the Proposal who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Cloud Service Provider's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Cloud Service Provider's Proposal.
	25.10	No Proposal will be rejected at the time of Proposal opening except for late Proposals which will be returned unopened to the Cloud Service Provider, pursuant to ITCSP 23.
	25.11	The Procuring Agency shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Cloud Service Provider and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Proposal Security or Proposal Securing Declaration.
	25.12	The Cloud Service Providers' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Cloud Service Provider's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Cloud Service Providers.
	25.13	A copy of the minutes of the Proposal opening shall be furnished to individual Cloud Service Providers upon request.
	25.14	After the evaluation and approval of technical proposal the procuring agency, shall at a time within the proposal validity period, publically open the financial proposals of the technically accepted proposals only. The financial proposal of proposals found technically non-responsive



		shall be returned un-opened to the respective Cloud Service Providers subject to redress of the grievances from all tiers of grievances.
26. <i>Confidentiality</i>	26.1	Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Cloud Service Providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2	Any effort by a Cloud Service Provider to influence the Procuring Agency processing of Proposals or award decisions may result in the rejection of its Proposal.
	26.3	Notwithstanding ITCSP 27.2 from the time of Proposal opening to the time of contract award, if any Cloud Service Provider wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
27. <i>Clarification of Proposals</i>	27.1	To assist in the examination, evaluation and comparison of Proposals of the Cloud Service Providers, the Procuring Agency may, ask any Cloud Service Provider for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a Cloud Service Provider that is not in response to a request by the Procuring Agency shall not be considered.
	27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted.
	27.3	The alteration or modification in the PROPOSAL which in any way affect the following parameters will be considered as a change in the substance of a proposal: <ol style="list-style-type: none"> evaluation & qualification criteria; required scope of work or specifications; all securities requirements; tax requirements; terms and conditions of RFP documents. change in the ranking of the Cloud Service Provider
	27.4	From the time of Proposal opening to the time of Contract award if any Cloud Service Provider wishes to contact the Procuring Agency on any matter related to

		the Proposal it should do so in writing or in electronic forms that provide record of the content of communication.
28. Preliminary Examination of Proposals	28.1	<p>Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITCSP 3 and ITCSP 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the RFP documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the RFP documents. <p>The Procuring Agency's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.</p>
	28.2	<p>A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the RFP documents, the Procuring Agency's rights or the Cloud Service Providers obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Cloud Service Providers presenting substantially responsive Proposals.
	28.3	The Procuring Agency will confirm that the documents and information specified under ITCSP 10, 11 and 12 have been provided in the Proposal. If any of these documents or information is missing, or is not provided



		in accordance with the Instructions to Cloud Service Providers, the Proposal shall be rejected.
	28.4	If a Proposal is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
29. Examination of Terms and Conditions; Technical Evaluation	29.1	The Procuring Agency shall examine the Proposal to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Cloud Service Provider without any material deviation or reservation.
	29.2	The Procuring Agency shall evaluate the technical aspects of the Proposal submitted in accordance with ITCSP 21, to confirm that all requirements specified in Section V - Schedule of Requirements, Technical Specifications of the RFP documents have been met without material deviation or reservation.
	29.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Proposal is not substantially responsive in accordance with ITCSP 28, it shall reject the Proposal.
30. Correction of Errors	30.1	<p>Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-</p> <p>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p>



		d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	30.2	The amount stated in the Proposal will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Cloud Service Provider, shall be considered as binding upon the Cloud Service Provider. If the Cloud Service Provider does not accept the corrected amount, its Proposal will then be rejected, and the Proposal Security may be forfeited or the Proposal Securing Declaration may be executed in accordance with ITCSP 17.9.
31. Conversion to Single Currency	31.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.
	31.2	The currency selected for converting Proposal prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the PDS.
32. Evaluation of Proposals	32.1	The Procuring Agency shall evaluate and compare only the Proposals determined to be substantially responsive, pursuant to ITCSP 28.
	32.2	In evaluating the Technical Proposal of each Proposal, the Procuring Agency shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
33. Domestic Preference	33.1	Not Applicable in case of Services.
34. Determination of Most Advantageous	34.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the proposal with the



Proposal		lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	34.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique:</p> <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the Cloud Service Providers on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
35. Abnormally Low Financial Proposal	35.1	<p>Where the Proposal price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply:</p> <p>(a) The Procuring Agency may reject a Proposal if the Procuring Agency has determined that the price in combination with other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Cloud Service Provider to perform that contract;</p> <p>(b) Before rejecting an abnormally low Proposal the Procuring Agency shall request the Cloud Service Provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low;</p> <p>(c) The decision of the Procuring Agency to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Cloud Service Provider concerned;</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Proposal; and</p>



		<p>(e) An abnormally low Proposal means, in the light of the Procuring Agency's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>In order to identify the Abnormally Low Proposal (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (i) Comparing the proposal price with the cost estimate; (ii) Comparing the proposal price with the proposals offered by other Cloud Service Providers submitting substantially responsive proposals; and (iii) Comparing the proposal price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	35.2	The Procuring Agency will determine to its satisfaction whether the Cloud Service Provider that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITCSP 12.3.
	35.3	The determination will take into account the Cloud Service Provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Cloud Service Provider's qualifications submitted by the Cloud Service Provider, pursuant to ITCSP 12.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these RFP documents shall not be used in the evaluation of the Cloud Service Providers' qualifications.
	35.4	<p>Procuring Agency may seek "Certificate for Independent Price Determination" from the Cloud Service Provider and the results of reference checks may be used in determining an award of contract.</p> <p>Explanation: The Certificate shall be furnished by the Cloud Service Provider. The Cloud Service Provider shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>



	35.5	An affirmative determination will be a prerequisite for award of the contract to the Cloud Service Provider. A negative determination will result in rejection of the Cloud Service Provider's Proposal, in which event the Procuring Agency will proceed to the next ranked Cloud Service Provider to make a similar determination of that Cloud Service Provider's capabilities to perform satisfactorily.
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35.6 The procuring agency will draw conclusions regarding the following:

(a) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(b) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(c) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(d) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(e) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(f) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(g) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(h) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(i) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(j) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(k) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(l) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(m) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(n) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(o) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(p) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(q) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(r) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(s) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(t) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.

(u) The Cloud Service Provider's proposal is in accordance with the requirements of the tender documents.



F. AWARD OF CONTRACT

36. Criteria of Award	36.1	Subject to ITCSP 37, the Procuring Agency will award the Contract to the Cloud Service Provider whose Proposal has been determined to be substantially responsive to the RFP documents and who has been declared as Most Advantageous Cloud Service Provider, provided that such Cloud Service Provider has been determined to be: a) eligible in accordance with the provisions of ITCSP 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
37. Negotiations	37.1	Negotiations may be undertaken with the Most Advantageous Proposal relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Proposal documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
38. Procuring Agency's Right to	38.1	Where negotiation fails to result in an agreement, the Procuring Agency may invite the next ranked Cloud Service Provider for negotiations. Where negotiations are commenced with the next ranked Cloud Service Provider, the Procuring Agency shall not reopen earlier negotiations.



reject All Proposals		the Bidding process at any time prior to Acceptance of a Proposal, without thereby incurring any liability to the affected Cloud Service Provider or Cloud Service Providers. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	38.2	Notice of the rejection of all Proposals shall be given promptly to all Cloud Service Providers that have submitted Proposals.
	38.3	The Procuring Agency shall upon request communicate to any Cloud Service Provider the grounds for its rejection of its Proposals, but is not required to justify those grounds.
39. Procuring Agency's Right to Vary Quantities at the Time of Award	39.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the requirement of related services originally specified in these RFP documents (schedule of requirements) provided this does not exceed by the percentage indicated in the PDS, without any change in unit price or other terms and conditions of the Proposal and RFP documents.
40. Notification of Award	40.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the proposals.
	40.2	Where no complaints have been lodged, the Cloud Service Provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Cloud Service Provider in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	40.3	The notification of award will constitute the formation of the Contract, subject, to the Cloud Service Provider furnishing the Performance Guarantee in accordance with ITCSP 42 and signing of the contract in accordance with ITCSP 41.2.
	40.4	Upon the successful Cloud Service Provider's furnishing



		of the Performance Guarantee pursuant to ITCSP 42, the Procuring Agency will promptly notify each unsuccessful Cloud Service Provider, the name of the successful Cloud Service Provider and the Contract amount and will discharge the Proposal Security or Proposal Securing Declaration of the Cloud Service Providers pursuant to ITCSP 17.7.
41. Signing of Contract	41.1	Promptly after notification of award, Procuring Agency shall send the successful Cloud Service Provider the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Cloud Service Provider and the Procuring Agency shall sign the contract.
42. Performance Guarantee	42.1	After the receipt of the Letter of Acceptance, the successful Cloud Service Provider, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the PDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	42.2	If the Performance Guarantee is provided by the successful Cloud Service Provider and it shall be in the form specified in the PDS.
	42.3	Failure of the successful Cloud Service Provider to comply with the requirement of ITCSP 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next ranked Cloud Service Provider or call for new Proposals.
43. Advance Payment	43.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the PDS. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Contract Form.
44. Arbitrator	44.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.



45. <i>Corrupt & Fraudulent Practices</i>	45.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Cloud Service Providers/Cloud Service Providers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.
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F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

46. <i>Constitution of Grievance Redressal</i>	46.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
47. <i>GRC Procedure</i>	47.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or RFP documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the proposal submission deadline.
	47.2	Any Cloud Service Provider feeling aggrieved by any act of the procuring agency after the submission of his proposal may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	47.3.	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	47.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single



		stage one envelop bidding procedure is adopted.
	47.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	47.6	Any Cloud Service Provider or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority within thirty (30) days of communication of decision on prescribed format after depositing the Prescribed fee.
	47.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	47.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	47.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint.
	47.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

48. Mechanism of Blacklisting	48.1	<p>The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, Cloud Service Provider or contractor who either:</p> <ol style="list-style-type: none"> Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; Fails to perform his contractual obligations; and Fails to abide by the bid securing declaration;
	48.2	<p>The show cause notice shall contain: (a) precise allegation, against the Cloud Service Provider or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the Cloud Service Provider or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring</p>



		Agency to make a request to the Authority for debarring the Cloud Service Provider or contractor from participating in public procurements of all the procuring agencies.
	48.3	The procuring agency shall give minimum of seven days to the Cloud Service Provider or contractor for submission of written reply of the show cause notice
	48.4	In case, the Cloud Service Provider or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the Cloud Service Provider or contractor/ authorize representative of the Cloud Service Provider or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	48.5	In case the Cloud Service Provider or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the Cloud Service Provider or contractor for personal hearing.
	48.6	The Procuring Agency shall give minimum of seven days to the Cloud Service Provider or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the Cloud Service Provider or contractor, if availed
	48.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	48.8	The Procuring Agency shall communicate to the Cloud Service Provider or contractor the order of debarring the Cloud Service Provider or contractor from participating in any public procurement with a statement that the Cloud Service Provider or contractor may, within thirty days, prefer a representation against the order before the Authority.



SECTION III: PROPOSAL DATA SHEET



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



7.	15.1 (a)	Currency of the Proposal shall be [insert currency requirement]
8.	16.1	The Proposal Validity period shall be [insert proposal validity duration].
9.	17.1	The amount of Proposal Security shall be [insert security amount along with currency requirement]
10.	17.3	The Proposal Security shall be in the form [insert acceptable form].
11.	17.10	The proposal security shall be valid for [insert number of days] beyond the expiry of the Proposal validity period.
12.	18.1	Alternative Proposals to the requirements of the RFP documents will not be permitted.
13.	20.1	The number of copies of the Proposal to be completed and returned shall be [insert number of copies].

D. Submission of Proposals

14.	21.2 (a)	The proposal shall be submitted to the following address: [Insert address and contact details];
15.	21.2 (b)	Title of the subject Procurement : [Insert title]
16.	22.1	The deadline for Proposal submission is a) Day : [insert day] b) Date: [insert date] c) Time: [insert time]

E. Opening and Evaluation of Proposals

17.	25.1	The Technical part of the Proposal opening shall take place at: [insert address]. Day : [insert day] Date: [insert date] Time: [insert time]
18.	34	[insert selection technique] will be adopted
F. Award of Contract		
19.	42.1	The Performance guarantee shall be [insert percentage not exceeding 10 %] of the Contract Price



Proposal Data Sheet (PDS)

The following specific data for the Procurement of cloud services to be procured shall complement, supplement, or amend the provisions in the Instructions to Cloud Service Providers (ITCSP). Whenever there is a conflict, the provisions herein shall prevail over those in ITCSP.

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Cloud Service Providers
A. Introduction		
1.	1.1	<p>Name of Procuring Agency: <i>[Insert name]</i>.</p> <p>The subject of procurement is: <i>[Insert Title/Subject]</i></p> <p>Period for Provision of Services: <i>[insert period of the contract]</i></p> <p>Commencement date for Provision of Cloud Hosting Services: <i>[insert commencement date]</i></p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: <i>[insert financial year]</i></p> <p>Name of Project: <i>[insert name/title of the project]</i></p> <p>Name and identification number of the Contract: <i>[insert identification number]</i></p>
B. RFP documents		
3.	6.2	The number of documents to be completed and returned is <i>[insert number of copies required]</i> .
4.	7.1	The address for clarification of RFP documents is: <i>[insert address and contact details]</i>
	7.5	<p>Pre-proposal meeting will be <i>[held/not held]</i>.</p> <p>Note: in case meeting to be held then insert date of the meeting along with details regarding the place of the meeting.</p>

C. Preparation of Proposals

5.	9.1	The Language of all correspondences and documents related to the Proposal shall <i>[insert language]</i>
6.	14.6	The price shall be <i>[Insert pricing model]</i> .



Section IV. ELIGIBLE COUNTRIES

All the Cloud Service Providers are allowed to participate in the subject procurement without regard to nationality, except Cloud Service Providers of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel



20.	42.2	The Performance Guarantee shall be acceptable in the form of [insert acceptable form]-
21.	43.1	The Advance Payment shall be [allowed/not allowed]
22.	44.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

23.	48.1	The address of the Procuring Agency: [insert GRC address and contact details]
24.	48.2	The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254



Evaluation Criteria

1. A Proposal determined as not substantially responsive will be rejected. Cloud Service Providers need to fulfill all the Eligibility/Minimum-Qualification Criteria in accordance with the relevant provisions of Evaluation Criteria in addition to substantive compliance.
2. Procuring Agency shall provide appropriate and unambiguous evaluation criteria against which the proposal has to be evaluated. In case of cost based selection technique, the technically qualified Cloud Service Provider offering lowest cost shall be selected for the award of the contract. The procuring agency may require the Cloud Service Provider to pass minimum passing threshold in the technical score. Financial proposal of only those Cloud Service Providers will be opened who pass the threshold.
3. In case of the quality and cost based selection technique contract will be awarded to "Most Advantageous Cloud Service Provider" having highest "Total Score" after meeting all other requirements mentioned in this document subject to successful negotiations.
4. Following formula shall be used to calculate the Technical Score, Financial Score and the Total Score:

Technical Score = Cloud Service Provider's Technical Score \times Weightage of Technical Score

Total Technical Score

Financial Score = Lowest Proposal Price \times Weightage of Financial Score

Cloud Service Provider's Quoted Price

Total Score = Technical Score + Financial Score



Eliyahu Gafni

Description of Services to be supplied	Minimum Qualification Criteria	2. No
Delivery of Services	The Client Services Boarder shall be -	1)
Compliance with Regulations	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	2)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	3)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	4)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	5)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	6)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	7)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	8)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	9)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	10)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	11)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	12)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	13)
Delivery of Services	A company incorporated under the provisions of Companies Act 2013 for the last three (3)	14)

Section V. TECHNICAL SPECIFICATIONS, SCHEDULED OF REQUIREMENTS, EVALUATIONS AND QUALIFICATION CRITERIA



Eligibility Criteria

For the purpose of the guidance of the procuring agencies following eligibility criteria is provided. Procuring agency is advised to add/modify/amend the criteria as per their requirement and in accordance with the policy issued by the Federal Government through Cloud Office or any other body designated to do so. A compliance sheet in this regard must be attached with the proposal indicating the page number where the requirement is being attached.

S. No	Minimum Qualifications Criteria	Documentary proof to be submitted
1)	<p>The Cloud Service Provider shall be -</p> <p>A company incorporated under the provisions of Companies Act, 2017 for the last three (03) years or more. Or a statutory corporation</p> <p>In case of a company, it should be</p> <ul style="list-style-type: none"> • Registered with the FBR • Company should have a valid STRN and NTN number 	<ul style="list-style-type: none"> • Certificate of Incorporation • Copies of STRN and NTN Certificates
Financial Stability		
2)	<p>The Cloud Service Provider shall have an average annual turnover of [insert amount] for the last [insert number of year] financial years. The average turnover refers to the individual Cloud Service Provider and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.</p>	<p>Audited Financial Statements or statutory auditor certificate specifying the net worth for the specified year.</p>
Project Experience		
3)	<p>Cloud Service Provider shall have [insert number of years] of experience of executing the cloud applications and implementation services, and shall have delivered the services of average [insert worth per annum] to [insert number of clients] during that period.</p>	<p>Work Order/Signed Copy of Contract/ required to be furnished.</p>



Office Location		
4)	The Cloud Service Provider shall have an office located in [Insert office requirement inside or outside the country]	To be established from SECP Documents
Non-Blacklisting Declaration		
5)	The firm shall not be blacklisted by any procuring agency in Pakistan as well as by any international organization or foreign country.	Undertaking by the Cloud Service Provider
Hosting requirement.		
6)	Cloud Service Provider must guarantee that the application hosting and the entire data shall reside on cloud [insert hosting requirement or restriction to host outside Pakistan]	Relevant Certificate
Compliance to Indicative Sizing & Services		
7)	Compliance with Indicative Hardware Sizing which includes VDCs Configurations, Hardware Resources and Requisite Features as mentioned in Section V of this document.	Documentary Proof
8)	The bidder must submit compliance sheet for the provided technical specification of required services/infrastructure. In case of a deviation or non-submission of compliance sheet the bid is liable to be summarily rejected,	Compliance forms duly filled for the required services/infrastructure
Tier requirement of compliant data center		
9)	The Cloud Service Provider must have at [insert Tier requirement] compliant data center physically present within the geographic limits [insert location] having fulfilled the redundancy/diversity parameters in accordance with the international standards.	Documentary Proof and self-attested undertaking
Disaster Recovery (DR)		
12)	The Cloud Service Provider must be able to [Disaster recovery requirement]	Documentary Proof and Self-attested undertaking
Use of Already procured operating system & other licenses		
13)	The Cloud Service Provider must be able to make provision for installation/use of all the software i.e. Platform/OS, database,	Self-attested undertaking



	applications, antivirus etc. already procured by the Authority on perpetual and/or subscription basis without any additional cost or imposing any conditions or restrictions on using these already procured licenses.	
Multiple Service Models for IAAS		
14)	The Cloud Service Provider must be able to provide multiple options for cloud hosting including [insert option as per requirement]	Self-attested undertaking
Integration with external entities		
15)	The Cloud Service Provider must provide connectivity options [insert viable option as per requirement].	Self-attested undertaking
Uptime		
16)	The Cloud Service Provider must provide a minimum guaranteed [insert uptime requirement]	Self-attested undertaking
Backup Provisions		
17)	The Cloud Service Provider must have backup services having backup provisions for all types of backups [insert back up requirement details].	Mechanism for provision of backup services with self-attested undertaking for facilitating any backup strategy defined/designed by the Authority according to its needs.
Support Services		
18)	24/7 Support escalation matrix must be provided with detailed support mechanism.	Documentary proof of 24/7 support using phone, email & web-interface with ticketing system & Self-attested undertaking .



Technical Criteria

(Sample evaluation criteria and may be modified as per the requirement of the procuring agency)

Sr.#	EVALUATION CRITERIA	MAX MARKS
1.	<p>Projects for Cloud Services (Work Order required to be submitted)</p> <p>No. of Projects with Minimum Value of PKR 5 Million</p> <p>< 3 Projects - 0 marks</p> <p>3 Projects - 10 marks</p> <p>02 additional marks for every additional project of worth 5 Million or above up to a maximum of 10 marks.</p>	20
2.	<p>Data Center Tier</p> <p>Tier 3 Certified Data Center - 10 marks</p> <p>(Valid Certificate from Internationally Recognized 3rd Party)</p>	10
3.	<p>ISO certification focused on the cloud security Such as ISO 27001, ISO/IEC 27017, PCI DSS</p> <p>ISO 27001 6 Marks</p> <p>ISO/IEC 27017 3 Marks</p> <p>ISO/IEC 27018 3 Marks</p> <p>PCI DSS 3 Marks</p> <p>(Valid Certificates must be provided)</p>	15
4.	<p>Certified Human Resource</p> <p>Qualified Human resources with relevant certifications to manage cloud infrastructure services. Professional & Expert level Internationally recognized Certifications for data center operations, Servers and Storage, security, routing & switching etc. must be provided along with CVs & proof of employment with the company.</p> <p>Scoring Criteria:</p> <p>02 marks will be given for each certification up to a maximum of 04 marks in each category as follows:</p>	20



	<ol style="list-style-type: none"> 1. Certified Data Center Professional CDCP - 4 marks 2. Certified Storage Expert - 4 marks 3. Certified Routing & Switching Expert - 4 marks 4. Certified Virtualization Expert - 4 marks 5. Certified Security Expert - 4 marks 	
5.	<p>Provision of High Availability (HA)</p> <p>Provision of Managed High Availability (HA) and Failover Solution – subject to evaluation by the Procurement Evaluation Committee in the light of submitted documentary proof in terms of proposed design, process & methodology by the Cloud Service Provider</p>	10
6.	<p>Provision of Disaster Recovery(DR)</p> <p>Managed Disaster Recovery (DR) Site to provide a recovery solution across a geographically separated distance (in different seismic zone) in the event of a disaster – up to 10 marks subject to evaluation by the Procurement Evaluation Committee based on the provided documentary evidence with detail of the data center facilities</p> <p>DR Site (Different Cities within Same Seismic Zone) - 05 Marks</p> <p>DR Site (Different Cities in Different Seismic Zone) - 10 Marks</p>	10
7.	<p>Performance & Reliability</p> <p>Proof of Performance, Reliable Service & Satisfactory Customer Relationship by providing:</p> <p>Certificate from Clients having POs/Work Orders worth 5 million or above per annum by stating satisfactory performance & reliability of services as per committed SLAs.</p> <p>5 Marks will be given for each such certificate up to maximum 15 marks.</p>	15
TOTAL MARKS		100



Bidding Forms**Proposal Submission Sheet**

Date: _____

Contract No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the RFP document, including Addenda No.: _____;

(b) We offer to provide Procurement of Cloud Services in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services: _____;

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

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

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

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



Signed _____

Duly authorized to sign the Proposal for and on behalf of _____

Date _____



Form of Bid/Proposal Security

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

Beneficiary: [insert Name and Address of Purchaser]

Date: [insert date]

Bid GUARANTEE No.: [insert number]

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

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

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

- (a) has withdrawn its Proposal during the period of Bid validity specified by the Cloud Service Provider in the Form of Proposal; or
- (b) having been notified of the acceptance of its Proposal by the Purchaser during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITCSP.

This guarantee will expire: (a) if the Cloud Service Provider is the successful Cloud Service Provider, upon our receipt of copies of the contract signed by the Cloud Service Provider and the Performance Guarantee issued to you upon the instruction of the Cloud Service Provider; and (b) if the Cloud Service Provider is not the successful Cloud Service Provider, upon the earlier of

(i) our receipt of a copy your notification to the Cloud Service Provider of the name of the successful Cloud Service Provider; or (ii) twenty-eight days after the expiration of the Cloud Service Provider's proposal.

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

Name _____

In the capacity of _____

Signed _____

I am duly authorized to sign the Bid Security for and on behalf of



JV Members Information Form

[The shall fill in this Form in accordance with the instructions indicated below.
The following table shall be filled in for the

Cloud Service Provider and for each member of a Joint Venture]].

Date: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

1.	Cloud Service Provider's Name: [insert Cloud Service Provider's legal name]
2.	Cloud Service Provider's JV Member's name: [insert JV's Member legal name]
3.	Cloud Service Provider's JV Member's country of registration: [insert JV's Member country of registration]
4.	Cloud Service Provider's JV Member's year of registration: [insert JV's Member year of registration]
5.	Cloud Service Provider's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6.	<p>Cloud Service Provider's JV Member's authorized representative information</p> <p>Name: [insert name of JV's Member authorized representative]</p> <p>Address: [insert address of JV's Member authorized representative]</p> <p>Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]</p> <p>Email Address: [insert email address of JV's Member authorized representative]</p>
7.	<p>Attached are copies of original documents of [check the box(es) of the attached original documents]</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITCSP 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITCSP 4.6.</p> <p>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. [If required under PDS ITCSP 45.1, the successful Cloud Service Provider shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</p>



DELIVERY SCHEDULE

#	Parameter	Timelines
1.	Kick Off Meeting and Sign Off	Within [insert number of days] from the issuance of Order
2.	Provisioning of cloud landing zone covering foundational services (account setup, cloud security services, user roles & permissions etc.), compute services, storage services and network connectivity	Within <i>insert number of days</i> from the issuance of Purchase Order PO
3.	Operational acceptance	[Insert number of days] after provisioning the services
4.	Operation and maintenance phase	Will start from the date of operational acceptance provided



PRICE SCHEDULE (Per Month)

Below is the sample table provided for the guidance of the procuring agency for pricing schedule. Procuring agency may modify the table below in accordance with the requirement of the recognized cloud services list published by the Cloud Office.

Sr. No.	CPUs	VRAM in GB	SSD Storage GB	HDD Storage GB	Networking	Security
1						
2						
3						
4						
5						
TOTAL AMOUNT						



Cloud Resource Configuration

SN	Descriptions	Requirements	Cloud Service Provider's Response
1			
2	Resource Pool - QA Nodes		

Hardware Resources

Resource Pool - Production Nodes

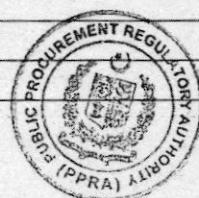
Sr #	Requirements	Infrastructure	Cloud Service Provider's Response
1			
2			
3			
4			
5			
6			

Resource Pool - HA Nodes

Sr #	Requirements	Infrastructure	Cloud Service Provider's Response
1			
2			
3			
4			
5			
6			

Resource Pool - Development Nodes

Sr #	Requirements	Infrastructure	Cloud Service Provider's Response
1			
2			
3			



4		
5		
6		

Resource Pool - QAS Nodes

Sr #	Requirements	Infrastructure	Cloud Service Provider's Response
1			
2			
3			
4			
5			
6			

Resource Pool - Shared Services

Sr #	Requirements	Infrastructure	Cloud Service Provider's Response
1			
2			
3			
4			



Requisite Features

Sample requisite features are provided below for the guidance of the procuring agency. The procuring agency add/modify feature as per their requirements.

Features	Description	Further Details	Cloud Service Provider's Response
OS			
Threat Protection			
IP Address			
WAF	Web-application firewall to protect customer interfacing web application		
Virtual Private Networking	To establish secure connectivity for site-to-site/remote access VPN.	Minimum 200 Number	
DDoS Protection	Volumetric DDoS protection Bandwidth h.		
2FA authentication for console login	2-factor authentication enabled for cloud console.		



Managed Infra as a Service	VMs Creation, Modification & Management. Cloud Network & Edge Service Gateway. OS Installation, Patching & Up-gradation		
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SCHEME OF WORK

The Government of Pakistan shall guarantee the confidentiality and security of data in accordance with the provisions of the Data Protection Act.

Section VI. FORMS/ PROPOSAL



SCOPE OF WORK

The Procuring Agency shall describe the comprehensive scope of work and may seek guidance from the list of recognized cloud service published by the Cloud Office.

Section V. FORMALISATION





A. General

1. Definitions	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated</p> <ul style="list-style-type: none"> (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time; (b) "Procuring Agency" means:- <ul style="list-style-type: none"> i. any Ministry, Division, Department or any Office of the Federal Government; ii. any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government; (c) "The Contract" means an agreement enforceable by law; (d) "The Contract Price" means the price payable to the Cloud Service Provider under the Contract for the full and proper performance of its contractual obligations; (e) "The Services" means the work to be performed by the Cloud Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Cloud Service Provider's Proposal.; (f) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Cloud Service Provider covered under the Contract; (g) "GCC" means the General Conditions of Contract contained in this section.
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	<p>(h) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(i) "Day" means calendar day unless indicated otherwise.</p> <p>(j) "Effective Date" means the date on which this Contract comes into force and effect.</p> <p>(k) "The Cloud Service Provider" means the individual or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;</p> <p>(l) "The Project Site," where applicable, means the place or places named in Proposal Data Sheet and technical Specifications;</p> <p>(m) "Government" means the Government of Pakistan;</p> <p>(n) "Local Currency" means the currency of Pakistan;</p> <p>(o) "In Writing" means communicated in written form with proof of receipt;</p> <p>(p) "Completion Date" means the date of completion of the Services by the Cloud Service Provider as certified by the Procuring Agency;</p> <p>(q) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>(r) "Party" means the Procuring Agency or the Cloud Service Provider, as the case may be, and "Parties" means both of them;</p> <p>(s) "Service" means any object of procurement other than goods or works;</p> <p>(t) "Subcontractor" means any entity to which the Cloud Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.</p>
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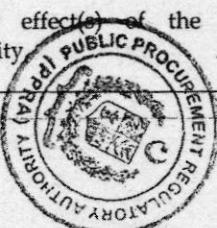
2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Cloud Service Provider and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Agency may approve.
6. Authorized Representatives / Authority of Member in charge	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Cloud Service Provider may be taken or executed by the officials specified in the SCC. 6.2 In case the Cloud Service Provider is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Cloud Service Provider's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
8. Commencement of Services	8.1 The Cloud Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.



9. Program	9.1 Before commencement of the Services, the Cloud Service Provider shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	<p>10.1 The Cloud Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>10.2 Unless terminated earlier pursuant to Clause GCC 15 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
12. Modification	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>12.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.</p>
13. Value Engineering	<p>The Cloud Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:</p> <p>(a) the proposed change(s), and a description of the difference to the existing contract requirements;</p> <p>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Agency may incur in implementing the value engineering proposal; and</p> <p>(c) a description of any effect(s) of the change on performance/functionality</p>



	<p>The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none">(a) accelerates the delivery period; or(b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or(c) improves the quality, efficiency, safety or sustainability of the services; or(d) yields any other benefits to the Procuring Agency, without compromising the necessary functions of the Facilities. <p>If the value engineering proposal is approved by the Procuring Agency and results in:</p> <ul style="list-style-type: none">(a) a reduction of the Contract Price; the amount to be paid to the Cloud Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Cloud Service Provider shall be the full increase in the Contract Price.
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14. Force Majeure	<p>14.1 Definition</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>14.2 No Breach of Contract</p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>14.3 Extension of Time</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>14.4 Payments</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Cloud Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
15. Termination	<p>15.1 By the Procuring Agency</p> <p>The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Cloud Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <p>(a) If the Cloud Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</p>



	<ul style="list-style-type: none"> (b) If the Cloud Service Provider becomes (or, if the Cloud Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Cloud Service Provider fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Cloud Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
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15.2 By the Cloud Service Provider

The Cloud Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

	<ul style="list-style-type: none"> (a) If the Procuring Agency fails to pay any money due to the Cloud Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Cloud Service Provider that such payment is overdue. (b) If, as the result of Force Majeure, the Cloud Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration. (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Cloud Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the
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	Cloud Service Provider's notice specifying such breach.
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C. Obligations of the Cloud Service Provider

16. General

16.1 Standard of Performance

- i. The Cloud Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Cloud Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.
- ii. The Cloud Service Provider shall employ and provide such qualified and experienced Experts and Sub-Cloud Service Providers as are required to carry out the Services.
- iii. The Cloud Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Cloud Service Providers as may be approved in advance by the Procuring Agency.

16.2 Law Applicable to Services

The Cloud Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Cloud Service Providers, comply with the Applicable Law.

17. Conflict of Interests

17.1 Cloud Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Cloud Service Provider shall constitute the Cloud Service Provider's sole remuneration in connection with this Contract or the Services, and the Cloud Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Cloud Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional



	<p>remuneration.</p> <p>17.2 Cloud Service Provider and Affiliates Not to be Otherwise Interested in Project</p> <p>The Cloud Service Provider agree that, during the term of this Contract and after its termination, the Cloud Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>17.3 Prohibition of Conflicting Activities</p> <p>Neither the Cloud Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Cloud Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
<p>18. Confidentiality</p>	<p>18.1 Except with the prior written consent of the Procuring Agency, the Cloud Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Cloud Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>19. Insurance to be Taken Out by the Cloud Service Provider</p>	<p>19.1 The Cloud Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>



20. Cloud Service Provider's Actions Requiring Procuring Agency's Prior Approval	<p>20.1 The Cloud Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services; (b) appointing such members of the Personnel not provided by the Cloud Service Provider; (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.
21. Reporting Obligations	<p>21.1 The Cloud Service Provider shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
22. Documents Prepared by the Cloud Service Provider to Be the Property of the Procuring Agency	<p>22.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Cloud Service Provider shall become and remain the property of the Procuring Agency, and the Cloud Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Cloud Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
23. Liquidated Damages	<p>23.1 Payments of Liquidated Damages The Cloud Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Cloud Service Provider. Payment of liquidated damages shall not affect the Cloud Service Provider's liabilities.</p> <p>23.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Cloud Service Provider by adjusting the next payment certificate. The Cloud Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p>



	<p>23.3 Lack of performance penalty</p> <p>If the Cloud Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Cloud Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.</p>
24. Performance Guarantee	<p>24.1 Within Seven (07) days from the issuance of acceptance letter from the Purchaser, the successful Cloud Service Provider shall furnish the Performance Guarantee in shape of CDR at the discretion of the Purchaser in the amount specified in SCC. In case the amount of proposal security is equal or greater than the value of the Services to be supplied then the Cloud Service Provider shall not require furnishing the Performance Guarantee separately, it will be retained or deducted from the Cloud Service Provider's claim on Cloud Service Provider's choice.</p> <p>24.2 The proceeds of the Performance Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Cloud Service Provider's failure to complete its obligations under the Contract.</p> <p>The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in the acceptable form as specified in SCC.</p> <p>24.3 The Performance Guarantee will be discharged by the Purchaser and returned to the Cloud Service Provider not later than thirty (30) days following the date of completion of the Cloud Service Provider's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.</p>
25. Fraud and Corruption	<p>25.1 The Procuring Agency requires the Cloud Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency,</p>



	and the purpose of the commission, gratuity or fee.
26. Sustainable Procurement	26.1 The Cloud Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Cloud Service Provider's Personnel

27. Description of Personnel	27.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Cloud Service Provider's Key Personnel. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Procuring Agency.
28. Removal and/or Replacement of Personnel	<p>28.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Cloud Service Provider, it becomes necessary to replace any of the Key Personnel, the Cloud Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>28.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Cloud Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>28.3 The Cloud Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

E. Obligations of the Procuring Agency

29. Assistance and Exemptions	29.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Cloud Service Provider such assistance and exemptions as specified in the SCC.
30. Change in the	30.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which



Applicable Law	increases or decreases the cost of the Services rendered by the Cloud Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Cloud Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
31. Services and Facilities	<p>31.1 The Procuring Agency shall make available to the Cloud Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.</p> <p>31.2 In case that such services, facilities and property shall not be made available to the Cloud Service Provider, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Cloud Service Provider for the performance of the Services, (ii) the manner in which the Cloud Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Cloud Service Provider as a result thereof.</p>

F. Payments to the Cloud Service Provider

32. Lump-Sum Remuneration	32.1 The Cloud Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Cloud Service Provider in carrying out the Services. Except as provided in GCC 33, the Contract Price may only be increased above the amounts if the Parties have agreed to additional payments in accordance with GCC 34.
33. Contract Price	<p>33.1 The price payable in local currency is set forth in the SCC.</p> <p>33.2 The price payable in foreign currency is set forth in the SCC.</p>
34. Payment for Additional Services, and Performance Incentive Compensation	<p>34.1 For the purpose of determining the remuneration due for additional Services as may be mutually agreed.</p> <p>34.2 If the SCC so specify, the Cloud Service Provider shall be paid performance incentive compensation if specified in the SCC.</p>
35. Terms and	35.1 Payments will be made to the Cloud Service Provider



Conditions of Payment	<p>according to the payment schedule stated in the SCC.</p> <p>35.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Cloud Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Cloud Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.</p>
36. Interest on Delayed Payments	<p>36.1 If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Cloud Service Provider for each day of delay at the rate stated in the SCC.</p>
37. Price Adjustment	<p>37.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency.</p>
	<p>37.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
38. Currency of Payment	<p>38.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC.</p>

G. Quality Control

39. Identifying Defects	<p>39.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Cloud Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Cloud Service Provider's responsibilities. The Procuring Agency may instruct the Cloud Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC. Guidance related to the defects may be taken from the list published by the Cloud Office</p>
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40. Correction of Defects, and Lack of Performance Penalty	<p>40.1 The Procuring Agency shall give notice to the Cloud Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>40.2 Every time notice a Defect is given, the Cloud Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.</p> <p>40.3 If the Cloud Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Cloud Service Provider will pay this amount, and a Penalty for Lack of Performance.</p>
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H. Settlement of Disputes

41. Amicable Settlement	<p>41.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
42. Dispute Settlement	<p>42.1 If any dispute arises between the Procuring Agency and the Cloud Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.</p> <p>42.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>42.3 The Adjudicator shall be paid by the hour at the rate specified in the PDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Procuring Agency and the Cloud Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.</p> <p>42.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.</p> <p>42.5 Should the Adjudicator resign or die, or should the</p>

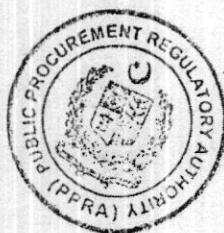


Procuring Agency and the Cloud Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Agency and the Cloud Service Provider. In case of disagreement between the Procuring Agency and the Cloud Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

SECTION ALL SPECIAL CONDITIONS OF
CONTRACT (SCC)



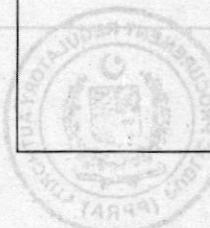
Section VIII. SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	<p>Applicable/Governing Law:</p> <p>[insert applicable law]</p>
GCC 3	<p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in [insert language requirement]</p>
GCC 5	<p>The addresses are:</p> <p>[Insert Name and address of the Procuring agency]</p> <p>The Contractor/ Cloud Service Provider: [Name, address and telephone number].</p> <p>The Contractor/ Cloud Service Provider's Representative(s) [Name, address, telephone number and e-mail address]</p>
GCC 6.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Name: Designation: Address:</p> <p>For the Cloud Service Provider:</p> <p>Name: Designation: Address:</p>



GCC 6.2	<p>[The Lead Member on behalf of the JV is _____]</p> <p><i>Note: If the Cloud Service Provider consists only of one entity, state "N/A"; OR If the Cloud Service Provider is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p>
GCC 7	<p>Effectiveness of the contract</p> <p>The Contractor/Cloud Service Provider shall commence work on the System within: <i>[Insert number of days]</i> from the date of signature of the Contract by both parties</p>
GCC 8	<p>Commencement of Services:</p> <p>The Contractor/ Cloud Service Provider shall commence <i>[insert commencement date]</i></p>
GCC 10.2	<p>Expiration of Contract:</p> <p>The time period shall be <i>[insert time period along with extension if any]</i></p>
GCC 15	<p>Termination</p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Cloud Service Provider shall be responsible for providing to the procuring agency all the data store on cloud services along with all the requirement (with allied documentation) which may be necessary for smooth transition to or performance either by the Authority itself or by any other organization/ body to whom the contract may be assigned.</p>
GCC 17	<p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Cloud Service Provider should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.</p>



GCC 19 This clause may be modified as per the security risk charges as explained in the meeting	<p>The insurance coverage against the risks shall be as follows</p> <p>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) (ii) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"];</p> <p>(c) (iii) Procuring agency's liability and workers' compensation insurance in respect of the experts and Sub-Cloud Service Providers in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to the Cloud Service Provider's property used in the performance of the Services, and (iii) any documents prepared by the Cloud Service Provider in the performance of the Services.</p>
GCC 23	<p>Liquidated Damages</p> <p>If the Cloud Service Provider fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Cloud Service Provider shall pay to the Authority as Liquidated Damages at a rate of 0.1% to 10% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p>
GCC 24	<p>Performance Guarantee :</p> <p>The amount of performance guarantee shall be [insert percentage] the contract price in acceptable form [insert acceptable form]</p>
GCC 32	<p>Proposal quoted shall be inclusive of all applicable taxes</p>



GCC 35	<p>Payment: <i>[insert payment conditions]</i></p> <p>35.2 Advance Payment: (if any)</p> <p>(1) An advance payment [of [insert amount] in local currency] shall be made within [insert number] days after the Effective Date. The advance payment will be set off by the Procuring Agency in equal installments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>The Bidder shall quote the prices in accordance with the pricing model as proposed by the procuring agency such as pay-as-you-go or any other suitable model specified in the bidding documents. Some of the pricing models are suggested for procuring agency's guidance:</p> <p>Cloud pricing models are diverse and can be tailored to specific requirements and usage patterns. The following common pricing models should be considered when evaluating cloud solutions:</p> <ol style="list-style-type: none"> 1. Pay-as-you-go (PAYG): Users pay only for the resources they consume, providing flexibility and cost-effectiveness for fluctuating workloads. 2. Subscription: Users commit to a fixed monthly or annual fee for a predetermined level of resources, offering predictability and budgeting ease. 3. Reserved instances: Users pre-purchase a certain amount of resources for a longer period, typically at a discounted rate, suitable for predictable workloads. 4. Hybrid pricing: A combination of PAYG, subscription, and reserved instances can be employed to optimize costs based on usage patterns.
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	<p>Cost Considerations:</p> <p>When evaluating cloud pricing, procuring agency should consider the following factors:</p> <ol style="list-style-type: none"> 1. Resource type: Different cloud resources, such as compute, storage, and network, have varying pricing structures. 2. Usage patterns: Procuring agency should analyze its usage patterns to identify peaks and valleys in demand, influencing pricing models. 3. Data transfer: Data transfer costs can vary depending on the location of data centers and the amount of data transferred. 4. Support and maintenance: Additional costs for support and maintenance should be factored into pricing comparisons.
GCC 36	The interest rate is: [insert percentage].
GCC 38	All the payment to be released to the contractor/Cloud Service Provider shall be [insert currency].
GCC 39	<p>Identifying Defects:</p> <p>The procuring agency reserve the right at any time to inspect the premises of the Cloud Service Provider to inspect the cloud services and monitor the services being provided.</p>
GCC 42	<p>[The Procuring Agency will give the dispute resolution mechanism.</p> <p>Following is the guidance for Dispute Resolution</p> <ol style="list-style-type: none"> i. If any dispute of any kind whatsoever shall arise between the procuring agency and the Cloud Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.



iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place [*insert place*] and proceedings will be conducted in [*Insert language*].

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the procuring agency shall pay the Cloud Service Provider any monies due to the Cloud Service Provider.

Arbitrator's fee:

The fee shall be specified in [*insert currency*], as determined by the procuring agency, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Court for appointment of sole arbitrator. The court may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the procuring and a Cloud Service Provider arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.



Place of Arbitration and Award:

The arbitration shall be conducted in [insert language] and place of arbitration shall be at [Insert place]. The award of the arbitrator shall be final and shall be binding on the parties.

and the following day

The following table provides a sense of the types of services that are available to consumers in the Chicago metropolitan area.



Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between Procuring Agency of Pakistan (hereinafter called "the Procuring Agency") of the one part and [name of Cloud Service Provider] of [city and country of Cloud Service Provider] (hereinafter called "the Cloud Service Provider") of the other part:

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Proposal and the Price Schedule submitted by the Cloud Service Provider;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency's Letter of Acceptance; and
 - (h) [add here: any other documents]
3. In consideration of the payments to be made by the Procuring Agency to the Cloud Service Provider as hereinafter mentioned, the Cloud Service Provider hereby covenants with the Procuring Agency to provide the Cloud Hosting Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Cloud Service Provider in consideration of the provision of Cloud Hosting services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



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

SECTION IX: CONTRACT FORMS



Performance Guarantee Form

To: [name of Procuring Agency]

WHEREAS [name of Cloud Service Provider] (hereinafter called "the Cloud Service Provider") has undertaken, in pursuance of Contract No. [reference number of the contract] dated [insert date] for provision of Cloud Hosting Services (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Cloud Service Provider:

[Redacted text block]

[Redacted text block]

[Redacted text block]



Integrity Pact**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CLOUD SERVICE PROVIDERS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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



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

[Seller/Cloud Service Provider]

[Buyer]

