



TENDER DOCUMENT

TENDER NO. PLL/IT/10/7-24

PROCUREMENT

FOR

Annual Subscription of Microsoft 365 And Kaspersky Total Security Licenses



Pakistan LNG Limited
9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad
Website: www.paklng.com

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INVITATION TO BID

PAKISTAN LNG LIMITED (hereinafter referred to as 'PLL' or the 'Company') hereby invites bids for the supply of annual subscriptions for the items mentioned below at the PLL Office, 9th floor, Petroleum House, Ataturk Avenue, Sector G-5/2, Islamabad, with the following description:

LOT	Item Name	Qty
1	Microsoft 365 business Premium - 1 Year Subscription	37
	Microsoft 365 business Basic - 1 Year Subscription	10
2	Kaspersky Total Security for Business Middle East Edition - 1 Year Public Sector Renewal License	25-49 Node

1. Bidders are required to submit their bids in accordance with the Bid Document.
2. The bids must reach PLL's office, IT Department, on or before **July 29, 2024** ('Closing Date') at 03:00 PM. Bids will be opened at 03:30 PM on the same day at PLL's office, and authorized representative(s) of bidders will be allowed to attend the bid opening.
3. Bidders can download the bidding document free of cost from <https://www.paklng.com> or request it through e-mail at it@paklng.com, free of cost.
4. Bidders are requested to review the "Bid Data Sheet" for details on the bidding process, including the Company's correspondence details, bid submission deadline, bid opening date, bid validity, deviations, and technical and financial bid submission details. Bids must be submitted in accordance with the procedure outlined in the Bid Document.
5. The bidder must be registered with FBR for GST and Income Tax.
6. The bidder must provide information on its postal address, telephone numbers, fax number, NTN number, sales tax registration number, email address, and names of key person(s) in their organization.
7. This advertisement is available on the PPRA website at www.ppra.org.pk and on PLL's website www.paklng.com

Pakistan LNG Limited

9th Floor, Petroleum House,
Ataturk Avenue, G-5/2, Islamabad
Phone no: +92 (51) 921 6901
Facsimile: +92 (51) 921 6904
Email: it@paklng.com



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SECTION 1: INSTRUCTIONS TO BIDDERS

INTRODUCTION

- a) **General:** The Company invites Sealed Bids for the supply of following services:

LOT	Description	License Qty
1	Microsoft 365 Business Premium - Annual Renewal	37
	Microsoft 365 Business Basic - Annual Renewal	10
2	Kaspersky Total Security for Business Middle East Edition – Public Sector Annual Renewal License	25-49 node

- b) **Eligible Bidders:** Bidders should not be associated, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Company to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Bid Documents.
- c) **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and PLL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

BID DOCUMENTS

- a) **Examination of Bid Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms, and specifications contained in the Bid Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the result of evaluation of its Bid.
- b) **Clarification of Bid Documents:** A prospective Bidder requiring any clarification of the Bid Documents may notify the Company in writing to it@paklng.com. The response will be made in writing to any request for clarification of the Bid Documents that it receives earlier than one (01) week prior to the deadline for the submission of Bids.
- c) **Amendments of Bid Documents:** Not later than one week prior to the deadline for Submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid Documents. All prospective Bidders that have acknowledged receipt of the Bid Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Company may, at its discretion, extend the deadline for the Submission of Bids.



- d) **Bidder confirmation for participation in bidding process:** Bidder will confirm participation in bidding process by sending confirmation email to Company on the email address it@paklng.com at least one week prior to the deadline for the submission of bids.

PREPARATION OF BIDS

- a) **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company shall be written in the language indicated on the Bid Data Sheet (Section 2).
- b) **Documents Comprising the Bid:** The Bid must provide the following documents establishing Bidder's eligibility and qualification:
- **SECTION 2: Bid Data Sheet**
 - **SECTION 3: Bid Submission Form**
 - **SECTION 4: Technical Compliance Sheet: (All documents above to be placed in separate sealed envelope and clearly marked as "Technical Bid")**
 - **SECTION 5: Financial Compliance Sheet: (must be placed in separate sealed envelope and clearly marked as "Financial Bid")**
 - **SECTION 6: General Terms and Conditions**
 - **Attachments required:**
 - Annex – A (Organization Information),
 - Annex – B (Eligibility Response Check List),
 - Annex – C (Technical Evaluation Criteria Sheet)
 - Annex – D (Technical Specifications)
- c) **Price Schedule Clarification:** The bidder shall indicate on the appropriate Price Schedule (as per Section 5) the unit price (where applicable) and the total Bid Price (inclusive of all taxes) for the goods/services it proposes to supply under the contract.
- d) **Period of Validity of Bids:** Bids shall remain valid for 30 days after the date of bid submission described herein. A bid valid for a shorter period may be treated as non-responsive and thus will be rejected. In exceptional circumstances, PLL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

SUBMISSION OF BIDS

- a) Bidders shall submit their bids by hand or post at the office of PLL located at Floor 9th, Petroleum House, Ataturk Avenue, Sector G-5/2, Islamabad not later than 03:00 PM. PST sharp on July 29, 2024.



- b) For sake of clarity, it may be noted that Single Stage two envelope procedure will be adopted. The Bid will comprise a single package containing two separate envelopes. One envelope shall contain the financial bid and the other shall contain the technical bid. The Envelopes should be properly sealed and marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid ambiguity and confusion. Initially, the Committee constituted by PLL will open the envelope marked as “Technical Bid”. The Committee shall, in line with the criteria mentioned in this Bidding Document will evaluate the Bids and the BIDDER fulfilling the criteria as prescribed herein will be declared qualified. The envelopes marked “FINANCIAL BIDS” of the technically qualified BIDDERS shall only be opened publicly in the presence of authorized representatives of BIDDERS on the Date to be intimated by PLL. The Financial Bids of the unqualified BIDDERS will be returned un-opened.
- c) Bidders are not allowed to submit more than one option for the laptops. In case, submission of more than one option bidders can be disqualified.
- d) Bids shall be properly sealed, signed on each page and prominently labeled “**Bid for Annual Subscription of Microsoft 365 and Kaspersky Total Security for Business**” and marked for the attention of the “**Head of IT**”. Any Bid which does not fulfill the requirements mentioned in the Bid Documents will be considered as non-responsive and will be rejected.
- e) BIDDERS will not be permitted to withdraw or amend/revise their bids after submission to the PLL.
- f) Bids must be accompanied by a Bid Bond in form of a demand draft/pay order equivalent to PKR 50,000/- drawn in favor of “*PAKISTAN LNG LIMITED*”. This will be forfeited if the SUCCESSFUL BIDDER fails or delays to perform any of its obligations as provided in this document. The Bid Bond of unsuccessful BIDDERS will be returned in thirty (30) days after signing of the Purchase Order.
- g) PLL may, at any time prior to the time specified for submission of bids, issue modification(s) in this Bid Document or any of its *annexes in the form of an addendum*, either in response to a clarification and/or amendment requested by BIDDERS or whenever the PLL considers it appropriate to issue such clarification and/or amendment to BIDDERS. Clarifications and/or amendments shall be addressed to all BIDDERS who have confirmed to submit the bid.

Deadline for Submission of Bids/Late Bids:

- a) Bids must be delivered to the office on or before the Bid Closing Date and time specified in Bid Data Sheet Section-2.
- b) The Company may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 (Amendments of Bid Documents) of Instructions to Bidders, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c) Any Bid received by the Company after the Bid Closing Date / Time will be rejected and returned

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unopened to the Bidder. It is the Bidder's responsibility to ensure that bids are received in the office of PLL well within time. Bids must be submitted by hand or by post.

- d) Any bids sent by fax or by electronic means will not be entertained.

OPENING AND EVALUATION OF BIDS

Opening of Bids:

- a) The Company will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in Section-2 of this Bid Document. The Bidders' Representatives who are present shall sign a sheet evidencing their attendance.
- b) The Bidders' names, bid modifications (if any) or withdrawals, and the presence or absence of requisite bid security and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening. Non-responsive bids shall only be rejected after bid opening with reasons to be recorded in written by the Company.
- c) Bids and modifications sent pursuant to Instructions to Bidders that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

Clarification of Bids:

- a) To assist in the examination, evaluation, and comparison of bids, PLL may at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.

Evaluation of Bids:

- a) Prior to the detailed evaluation, PLL will determine the substantial responsiveness of each bid. A substantially responsive bid is one which conforms to all the terms and conditions (as provided in Annex-B). Any bidder failing to provide the documents as mentioned in Annex-B may be technically disqualified from the bidding process.
- b) PLL will carry out detailed technical evaluation (As per Annex- C) of the bids to confirm that a bid is complete in all respect and whether it conforms the requirements as set out in the Bid Documents and bidder is technically qualified.
- c) Technical bids for each Package will be evaluated individually.
- d) Arithmetical errors may be rectified subject to the condition that it will not change the financial quotation of the Bids. It may be clarified that in case of any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall



prevail. If the Bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

- e) Compliance with start-up, delivery deadlines set by the Company.

Technical Evaluation Criteria:

- a) The Technical Proposal of eligible bidders will be evaluated using the required specification attached as Annexure–D. Technical qualification shall be decided based on criteria as provided with this Bidding Document and enclosed as Annex-C. The bidders securing at least 70 marks shall declare technically qualify.

Financial Evaluation:

- a) Only the financial bids of the technically qualified bidders will be considered for financial evaluation. The contract will be awarded to the bidders based on most advantageous bid. The bidder with most advantageous bid will be announced as successful bidder for award of contract.

AWARD OF CONTRACT

- a) **Notification of Award:** Prior to the expiration of the period of bid validity and after fifteen days of the publishing of the bid results on PPRA website, the Company will issue the Purchase Order to successful bidder. The Bidder may only accept the Purchase Order by signing and returning an acknowledgement copy of Purchase Order, by timely delivery of the goods in accordance with the terms of the Purchase Order/Bid Document, as herein specified. Acceptance of the Purchase Order shall govern the rights and obligations of the parties.
- b) **Award Criteria:** The Company will issue a Purchase Order to the successful bidder. The Company reserves the right to accept or reject any bid, to annul the Bid process and reject all Bids at any time prior to award of Contract/Issuance of Purchase Order, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the Company's action.
- c) **Signing of Purchase Order:** Within 7 working days of receipt of the Purchase Order the successful Bidder shall sign, date, and return it to the Company.
- d) **Confidentiality:** The Supplier shall keep all the information pertaining to bidding process especially evaluation of bid, confidential.

SCOPE OF WORK (SOW):

Supply of Services according to specifications mentioned at Annex-D. Alternate bids are not allowed.



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SECTION 2: BID DATA SHEET

The following specific data for the goods and services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Deadline for Submission of Bids:	15:00 pm on July 29, 2024 (Pakistan Standard Time)	
Opening of bids (Technical Proposals)	15:30 pm on July 29, 2024 (Pakistan Standard Time)	
Opening of bids (Financial Proposals)	To be communicated to the technically successful bidders	
Bids to be received at:	Pakistan LNG Limited 9 th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad	“ATTENTION: “Head of (IT)” SEALED BID NO: <u>PLL/IT/10/7-24</u> DEADLINE: Before or on 15:00 pm on July 29, 2024 (Pakistan Standard Time)
Bids to be marked:	<p>Bids are to be submitted by the deadline as stipulated above as sealed bids providing, they are signed and stamped in all relevant places.</p> <p>Please send your Bid in good time. It is the Bidder’s responsibility to ensure that bids sent by courier and are received by the deadline. Bids submitted by fax or to any other address will be rejected. Late bids will not be accepted.</p>	
Documents Establishing Bidder’s Eligibility & Qualifications	- Required.	
Preliminary Examination – completeness of bid.	Partial bid will not be considered.	
Delivery terms:	Suppliers must quote delivery to location, as per below details: 9 th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad	
Goods/services for use in (Country):	Pakistan.	
Bid Validity Period:	30 days.	
Deviations:	Any deviation must be disclosed in writing in the Bidder’s Statement Regarding Deviations/Non-Compliance in Section 4.	
Language of the Bid:	English.	



Written communication must be directed to PLL office:	Attention; Head of (IT) PLL Islamabad E-mail: IT@paklng.com
Requests for additional information:	Must be received at least five (7) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.
Bid submission:	<p>THE FOLLOWING MUST BE INCLUDED IN THE BID SUBMISSION (TECHNICAL AND FINANCIAL BID):</p> <p>TECHNICAL</p> <p>Descriptive literature: Giving full technical details of products offered. Deviations: Any departure from the provisions of the specification shall be disclosed at the time of tendering in the Bidder's Statement Regarding Deviations/Non-Compliance in Section 4.</p> <p>SUPPLIER QUALIFICATION</p> <p>Profile of the Supplier: Giving a brief description of the Supplier including copy of Supplier registration documents. Details of years in business: The Supplier must document having a minimum of three years of experience in the relevant line of business.</p> <p>Bids that are unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.</p>
Bid Evaluation Criteria:	<p>Bids will be evaluated on the following basis:</p> <p>Compliance with terms and conditions of the BID DOCUMENT, including those which concern bid submission.</p> <p>Compliance with technical specifications.</p> <p>Price and delivery time.</p>



SECTION 3: BID SUBMISSION FORM

Must be duly completed by the Bidder and returned with the Bid.

To: Pakistan LNG Limited
Head of (IT)
9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad
+92-51-9216901

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods/services as

We undertake, if our Bid is accepted, to deliver the goods/services in accordance with the rules and delivery schedule specified in the Bidding Documents.

Provided that a purchase order is issued by Pakistan LNG Limited within Bid Validity Period, the undersigned hereby offers, subject to the terms of such purchase order and to furnish any or all items at the prices offered and to deliver same to the designated point(s) within the delivery time.

We understand that you are not bound to accept any Bid you may receive.

Name of Supplier		
Address of Supplier		
Authorised Signature		Date:
Name of Representative		
Signature (Representative)		



SECTION 4: TECHNICAL COMPLIANCE SHEET

Technical Compliance Sheet (TCS) to be completed by Bidders – (A)

Bidders are required to complete the TCS and provide all the data as listed below. Failure to provide any or part thereof may result in the Bid being rejected:

Technical Evaluation	Details To Be Provided by Vendors
GST/NTN REGISTERED (Copies should be enclosed)	
OFFICES (Total number of offices in Pakistan)	
RESOURCES (Number of People allocated)	
STOCK AVAILABILTY/PROVISION TIME (Delivery in terms of days after Purchase Order)	
CLIENT LIST (Attach Supplier profile, Client Details, Contact person along with Contact Number)	

The above form is to be filled completely and properly with all necessary attachments. The vendor needs to provide information as per the above laid criteria. Delivery shall be made at PLL Office by vendor within required time.



Technical Compliance Sheet (TCS) to be completed by Bidders - (B)

To be filled and attached with the Technical Bid to Qualify		
Sr	Attributes	Status of the Company
1	Principal, Authorized Dealer, Re-seller	
2	Office Detail / Outlets	
3	Client list	
4	Quality (Branded/ Non-Branded)	
5	Technical Assistance & Support	
6	Warranty Claim Replacement Timeline	
7	Close to Technical Requirements	
8	Delivery time	

Signature and Stamp of the Supplier:



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SECTION 5: FINANCIAL COMPLIANCE SHEET

Financial Compliance Sheet (FCS) to be completed by Bidders. Separate Financial Cost including all Taxes and allied charges must be provided.

1st year Subscription Price

LOT	Item Name	Qty	Unit Price (without Taxes)	Total Price (without Taxes)	Applicable Taxes	Total Prices (inclusive of applicable taxes)
1	Microsoft 365 Business Premium - 1 Year Subscription Renewal	37				
	Microsoft 365 Business Basic - 1 Year Subscription Renewal	10				
2	Kaspersky Total Security for Business Middle East Edition – 1 Year Public Sector Renewal License	25-49 Node				

2nd year Subscription Price

LOT	Item Name	Qty	Unit Price (without Taxes)	Total Price (without Taxes)	Applicable Taxes	Total Prices (inclusive of applicable taxes)
1	Microsoft 365 Business Premium - 1 Year Subscription Renewal	37				
	Microsoft 365 Business Basic - 1 Year Subscription Renewal	10				
2	Kaspersky Total Security for Business Middle East Edition – 1 Year Public Sector Renewal License	25-49 Node				



3rd year Subscription Price

LOT	Item Name	Qty	Unit Price (without Taxes)	Total Price (without Taxes)	Applicable Taxes	Total Prices (inclusive of applicable taxes)
1	Microsoft 365 Business Premium - 1 Year Subscription Renewal	37				
	Microsoft 365 Business Basic - 1 Year Subscription Renewal	10				
2	Kaspersky Total Security for Business Middle East Edition – 1 Year Public Sector Renewal License	25-49 Node				

Bidders are required to complete the FCS and provide all the data as listed below:

Please confirm hereafter:

Payment terms: _____
Offer Validity: _____
Name of the Supplier: _____
Address of Supplier: _____
Name of authorized Representative: _____
Phone number: _____

Earnest Money is enclosed and separate Financial Cost including all Taxed and allied charges has been mentioned in separate sealed envelope.



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SECTION 6: GENERAL TERMS & CONDITIONS

The terms and conditions applicable to this project will be considered.

- 1) **GOODS AND SERVICES DEFINED:** Goods/services are hereinafter deemed to include, without limitation, as specified above, which the Supplier is, required to supply under this Purchase Order. Services are hereinafter deemed to include services ancillary to the supply of the Goods/services including, without limitation, transportation and such other obligations as required under this Purchase Order.
- 2) **ACCEPTANCE OF THE PURCHASE ORDER:** This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods/services in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall form a contract between the Parties under which the rights and obligations of the Parties shall be governed, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind PLL unless agreed to in writing by a duly authorized official of PLL.
- 3) **INVOICE AND PAYMENT:** Supplier shall submit invoice in respect of the Purchase Order. This invoice must include Goods Delivery Note, Goods/Services Receiving Note, Final Acceptance Note (post installation and testing), Project Completion Certificate (issued by the Company). PLL shall, on fulfillment of the Delivery Terms mentioned in BID DATA SHEET - SECTION 2, make payment in Pak Rupees within 15 days of receipt of invoice. The prices shown in this Purchase Order may not be increased except by express written agreement of PLL.
- 4) **INSPECTION AND ACCEPTANCE:** All Goods/Services shall be subject to inspection and testing by PLL or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by PLL.

If any inspection or test is made on the premises of the Supplier or its supplier with the consent of PLL, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods/services shall be made as soon as practicable after delivery, but failure to inspect and accept or reject Goods/Services shall neither relieve the Supplier from responsibility for non-conforming Goods/Services nor impose liabilities on PLL therefor. The Supplier shall provide and maintain an inspection, quality, and control system covering the Goods/Services which is acceptable to PLL. Records of all inspection work by the Supplier shall be kept complete and made available to PLL during the performance pursuant to this Order and for twelve (12) months thereafter or for such other period as may be specified in this Order. Copies of all material certifications and test results shall be submitted to PLL upon request.



- 5) **FITNESS OF GOODS INCLUDING PACKAGING:** Supplier warrants that the Goods/services conform to the specifications and are fit for the purposes for which the Goods/services are specifically used, as well as for purposes, in locations and under circumstances made known to the Supplier by PLL.

Supplier warrants that the Goods/services are new, of current manufacture and free from defects.

The Supplier also warrants that the Goods are securely contained, packaged, and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the Goods during delivery to their ultimate destination. Any deviation from agreed specification will not be agreed. Immediate replacement would be made if the products will not be found original and as per specification document.

- 6) **WARRANTY:** The Supplier warrants and certifies that it will repair or replace without expense to PLL, any Goods/Services or components which prove to be defective in Quality/Functionality within a period of 12 months from the date such Goods/Services are delivered to and accepted at the final destination indicated in the Purchase Order.
- 7) **INDEMNIFICATION:** The Supplier shall indemnify, hold and save harmless and defend at its own expense PLL, its personnel, agents, representatives, and its affiliates from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.
- 8) **INTEGRITY PACT:** The Supplier will be required to sign and stamp Integrity Pact as per PPRA Rules, attached at Annex: E.
- 9) **VARIATION IN QUANTITIES:** The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of PLL.
- 10) **CHANGES:** PLL may at any time by written instruction make changes within the general scope of this Purchase Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Purchase Order, an equitable adjustment shall be made in the Purchase Order price, or delivery schedule, or both and the Purchase Order shall either be amended or terminated or reissued accordingly.

Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Supplier of the notification of change: providing, however, that PLL may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 21. However, nothing in this Clause shall excuse the Supplier from proceeding with the Purchase Order as changed.

No modification of or change in the terms of this Purchase Order shall be valid or enforceable against PLL unless it is in writing and signed by a duly authorized representative of PLL.

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- 11) **TERMINATION FOR CONVENIENCE:** PLL may terminate this Purchase Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner and shall not undertake any forward commitment from the date of receipt of notice of termination.

In the event of Termination for Convenience, no payment shall be due from PLL to the Supplier except for Goods/Services already delivered prior to termination and for the cost of such necessary work as PLL may request the Supplier to complete.

- 12) **REMEDIES FOR DEFAULT:** In case of failure by the Supplier to perform according to this Purchase Order, including but not limited to failure to obtain necessary licenses or to make delivery of all the Goods/Services by the agreed delivery date, PLL may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- Procure all or part of the Goods/Services from other sources, in which event PLL may hold Supplier responsible for any excess costs occasioned thereby.
- Refuse to accept delivery of all or part of the Goods/Services.
- Terminate this Purchase Order.
- Require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule.
- Impose liquidated damages pursuant to para 11.

- 13) **LIQUIDATED DAMAGES FOR DELAY:** If the Supplier fails to deliver any or all of the Goods/Services or perform any of the services within the time period specified in the Purchase Order, PLL may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Purchase Order, deduct an amount of 1.25% per week (with a cap of 10%). Thereafter PLL shall have the right to terminate the Purchase Order & forfeit the Performance Security.

- 14) **FORCE MAJEURE:** The Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of and event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force. Force Majeure shall not include Supplier's inability to procure materials, equipment etc. or to pay its suppliers, vendors or workers etc. or any other event involving Supplier's financial disability or inconvenience.

- 15) **SOURCE OF INSTRUCTION:** The Supplier shall neither seek nor accept instructions from any authority external to PLL in connection with the performance pursuant to this Purchase Order. The Supplier shall refrain from any action which may adversely affect PLL.



- 16) **OFFICIALS NOT TO BENEFIT:** The Supplier warrants that no official of PLL has received or will be offered by the Supplier any direct or indirect benefit of any kind, or any gift, payment, or other consideration in connection with or arising from this Purchase Order or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Purchase Order.
- 17) **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF PLL:** Unless authorized in writing, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for PLL or use the name (or any abbreviation thereof), emblem or official seal of PLL for advertising or for any other purpose.
- 18) **ASSIGNMENT AND INSOLVENCY:** The Supplier shall not, except after obtaining the prior written approval of PLL, assign, transfer, pledge or make other disposition of this Purchase Order or any part hereof or any of the Supplier's rights or obligations under this Purchase Order to any third party.
- Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, PLL may, without prejudice to any other right or remedy, terminate this Purchase Order by giving the Supplier written notice of such termination.
- 19) **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Purchase Order shall be deemed a waiver of any of the privileges and immunities of PLL.
- 20) **OBSERVANCE OF THE LAW:** The Supplier shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Purchase Order.
- 21) **AUTHORITY TO MODIFY:** Only the PLL's Authorized Official possesses the authority to agree on behalf of PLL to any modification of or change in this Purchase Order, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Supplier. Accordingly, no modification or change in this Purchase Order shall be valid and enforceable against PLL unless provided by an amendment to this Purchase Order signed jointly by the Supplier and the PLL's Authorized Official.



ORGANIZATION INFORMATION

Organization Information		
Sr. #	Required Information	Response
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
4	General /Sales Tax Number	
5	Status of Organization (whether company, partnership or otherwise)	
6	Name and designation of 'Head of Organization'	
7	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
	Name and designation of 'Contact Person':	
	Phone/s:	
	Email:	
	Fax:	
8	Mobile:	



ELIGIBILITY RESPONSE CHECK LIST

Eligibility Response Checklist			
Sr. No	Necessary Eligibility Information	Attach the documents YES / NO	
1	Compliance as mentioned in Scope of Work		
2	The company must provide previous supply record of required services.		
3	Evidence of companies Registration / Incorporation (Copy required)		
4	Affidavit on stamp paper, declaring that company is not blacklisted by any government agency/authority. (Original required)		
5	Proof of NTN/GST (if applicable)		



TECHNICAL EVALUATION CRITERIA

Technical specification as provided in Annex-D should be fully complied to proceed further with the technical evaluation criteria. Relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded.

Technical Evaluation Criteria					
Sr. #	Descriptions	Points	Max Points	(Attachments)	
1	Compliance with Annex-D (Technical Specifications Sheet)		20	Attach Complete BOQ of Proposed Hardware with specification sheets	
	As per Specification (Annex-D)				20
	Otherwise				0
2	Supply of similar services during last three (03) years		15	Attach past PO/Contract Copy with client (POC)Point of Contact Details	
	100 and more than 100 units deployment				15
	Greater than 50 but less than 100 units deployment				10
	Less than 50 units deployment				7
3	Status of Reseller/Partner/Distributor, etc.		30	Valid Authorization / Partner Certificate / Letter from OEM/Principal for the tender containing Reference no: PLL/IT/10/7-24	
	Valid Authorization				30
	Otherwise				0
4	Experience in supplying similar services.		10	Attach past PO/Contract Copy	
	5 years or more				10
	3-4 years				5
	Less than 3 years				3
5	Delivery Time		15	Mention Delivery timelines in Technical Bid Documents	
	within 1 week				15
	2 Weeks				5
	More than 2 weeks				2
6	Presence with Pre-Sales and Technical Support		10	Attach Valid Proof	
	Local presence (Isb/Rwp)				10
	Otherwise				0
	Total Points		100		
	Passing Points		70		



TECHNICAL SPECIFICATION SHEET

LOT #	Description	Quantity
1	Microsoft 365 business Premium – Annual Renewal	37
	Microsoft 365 Business Basic – Annual Renewal	10
2	Kaspersky Total Security for Business Middle East Edition – Public Sector Annual Renewal License	25-49 node



INTEGRITY PACT

The Seller hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP (hereinafter collectively called "GOP") through any corrupt business practice. Without limiting the generality of the foregoing, the Seller represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto. The Seller certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty. The Seller accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract, or other instrument, be voidable at the option of GOP. Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller 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.

IN WITNESS WHEREOF, the Seller has executed this Integrity Pact as of the date first written above.

EXECUTED AND DELIVERED BY THE SELLER:

By: Name: _____

Title: Witness:

1. Name: _____

2. Name: _____

