



BALUCHISTAN PUBLIC PROCUREMENT REGULATORY AUTHORITY

FINANCE DEPARTMENT

GOVERNMENT OF BALUCHISTAN

**BIDDING DOCUMENT FOR THE PROCUREMENT OF
CLOUD SERVICES FOR *[Insert name of procuring agency]***

NATIONAL COMPETITIVE BIDDING

SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

TSE No.

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INVITATION TO BIDS:

Sealed Tenders are invited under the Balochistan Public Procurement Rules (BPPR) - 2014 by the Procuring Agency, through the electronic Public Procurement System (ePPS) of the Government of Balochistan, for the provision of Hosting of Cloud Services as indicated in the **Data Sheet, Technical Specifications & Schedule of Requirements** from “Eligible Cloud Service Providers” as per details contained here-under:

REQUIRED BIDDING INFORMATION	TO BE FILLED BY THE PROCURING AGENCY
NAME OF PROCUREMENT OFFICER / DDO	
DESIGNATION OF PROCUREMENT OFFICER	
POSTAL ADDRESS OF THE PROCURING AGENCY	
PHONE NUMBER & FAX NUMBER	PHONE NO: _____ FAX NO: _____
METHOD OF PROCUREMENT	SINGLE STAGE - TWO ENVELOPE BIDDING PROCEDURE AS PER RULE 41(3) OF THE BALOCHISTAN PUBLIC PROCUREMENT RULES – 2014
ISSUANCE OF BIDDING DOCUMENTS	From BPPRA Website www.bppra.gob.pk TSE No. _____
DEADLINE FOR SUBMISSION OF BIDS	
OPENING OF BIDS	
BIDDING DOCUMENT FEE	
BID SECURITY	AMOUNT: ___ % OF THE _____ IN THE NAME OF: _____ IN THE FORM OF: DEPOSIT AT CALL / BANK GUARANTEE
PERFORMANCE SECURITY (IF REQUIRED BY THE PROCURING AGENCY)	AMOUNT: ___ % OF THE CONTRACT VALUE IN THE NAME OF: _____ IN THE FORM OF: PAY ORDER / DEMAND DRAFT / INSURANCE BOND / BANK GUARANTEE

ELIGIBILITY CRITERIA FOR BIDDERS: (To be filled-in by the procuring agency):

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 Balochistan, 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	Eligibility Requirement	Documentary evidence of fulfilment
1)	The Cloud Service Provider shall be a company incorporated under the provisions of Companies Act, 2017 for the last three (03) years or more. Or a statutory corporation	<ul style="list-style-type: none">• Certificate of Incorporation• Copies of STRN, NTN and BSTS (Balochistan Sales Tax on Services) Certificates
Financial Stability		
2)	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.	Audited Financial Statements or statutory auditor certificate specifying the net worth for the specified year. OR the letter from the Banker of the Bidder, stating that the bidder meets the stipulated requirements of the procuring agency
Project Experience		
3)	Cloud Service Provider shall have [insert number of years} of experience of offering cloud hosting services and shall have delivered the services of average [insert worth per annum] during that period.	Work Order/Signed Copy of Contract/ required to be furnished.
Office Location		
4)	The Cloud Service Provider shall have an office located in [Insert office requirement inside 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 the relevant Section of this document	Documentary Proof
8)	The bidder must submit compliance sheet for the	Compliance forms duly filled 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 rejected	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, 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.	Self-attested undertaking
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

DATA-SHEET OF THE ASSIGNMENT / SCHEDULE OF REQUIREMENTS

The objective of the below given Data-Sheet / Schedule of Requirements is to provide sufficient information to bidders to understand the complete scope of this procurement such that no requirement of the Procuring Agency is left un-mentioned hereunder, so as to enable the bidders to prepare their bids accordingly:

S. No.	CPUs	V RAM (in GB)	SSD Storage (in GB/TB)	HDD Storage (in GB/TB)	Networking	Security
1						
2						
3						
4						
5						
n						

Features	Description	Further Details
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
DDoS Protection	Volumetric protection Bandwidth of DDoS Internet	
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	
Number of Hypervisors & types with License	Is Cloud Platform Deployment Enterprise based or open source? If it is based on Enterprise then mention the license cost for hypervisor & its central controlled software platform license cost	

DELIVERY SCHEDULE

#	Parameter	Timelines
1.	Kick Off Meeting and Sign Off	Within <i>[insert number of days]</i> 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	<i>[Insert number of days]</i> after provisioning the services
4.	Operation and maintenance phase	Will start from the date of operational acceptance provided

INSTRUCTIONS FOR PREPARING TECHNICAL BID

These Instructions are being given for strict compliance by the Bidders. 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.

Proposals shall be prepared on following lines: -

1. Sealed Envelope containing the Technical & Financial Proposal should respectively state:
 - a. **Name of Cloud Service Provider** _____
 - b. **Name & TSE of Tender** _____
 - c. **TECHNICAL PROPOSAL / FINANCIAL PROPOSAL**
2. 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. The Technical Proposal of this bidding document duly filled, supported with Bidder's covering Letter and the technical Bid on Bidders Letter Head be attached as the Technical Proposal.
4. Technical Proposal shall be prepared keeping in view the Data Sheet and the schedule of requirements.
 - a. Following documents must be contained in the technical bid:
 - i. **Completion time**, which means; time consumed in _____
 - ii. Documentary **evidence of fulfillment of eligibility criteria** for Bidders as required by the Procuring Agency.
 - iii. Documentary evidence of **fulfillment of complete schedule of requirements as per evaluation criteria** including technical, administrative and service requirements of the Procuring Agency
 - iv. Other requirements of the procuring agency, such as the Tender Fee, securities etc. as stated in the bidding document
5. Every page of the **Bid must be numbered, signed & stamped** by the authorized representative.
6. 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.
7. 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.

8. The Cloud Service Provider is expected to examine all instructions, forms, terms and specifications in this document. Failure to furnish the required information will be at the Cloud Service Provider's risk and shall result in the rejection of his Proposal.

INSTRUCTIONS FOR PREPARING FINANCIAL PROPOSAL

These Instruction are being given for strict compliance by the Bidders. **Failure to fulfill any instruction given here-under may result in dis-qualification of the Bid/s.**

1. The Financial Proposal duly filled, supported with Bidder's covering Letter and required documents be attached as the Financial Proposal of the bidder
2. Following information should be attached/contained in the financial proposal: -
 - a. Original Bid Security (as applicable in the e-bidding)
 - b. The Financial Bid on the bidder's letter head in the following format
3. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS.
4. The proposal security shall be valid for at least the bid validity period. Proposals with shorted proposal security validity period shall be rejected straight away.
5. No technical detail / specification may be mentioned in the financial bid. I
6. In-case of any Tax exemptions, exemption certificate from the concerned Tax Office / Regional Tax Office pertaining particularly to this case may be provided; else, the applicable taxes shall be deducted as per Government Policy / Rules
7. Every page of the Bid must be numbered, signed & stamped by the authorized representative.

Evaluation Criteria: Selection of the successful Cloud Service Provider shall be based on least cost selection method, where the technically responsive Cloud Service Provider offering lowest cost shall be declared as the lowest evaluated bidder. The Cloud Service Provider shall be required to secure 70% in the technical evaluation to be declared as responsive and responsive bidder quoting lowest price shall be considered for the award of contract.

(Procuring agency is advised to alter /amend these criteria in accordance with its own requirements in consultation with the Cloud office of the S&IT Department as notified by the Government)

Minimum passing score = 70 Marks

S. No.	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 < 3 Projects – 0 marks 3 Projects – 10 marks 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 (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 ISO/IEC 27017 3 Marks ISO/IEC 27018 3 Marks 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: 02 marks will be given for each certification up to a maximum of 04 marks in each category as follows:</p> <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 	20

5.	Provision of High Availability (HA) 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	10
6.	Provision of Disaster Recovery (DR) 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 DR Site at different Cities within Same Seismic Zone) – 05 Marks DR Site at different Cities in Different Seismic Zone) – 10 Marks	10
7.	Performance & Reliability Proof of Performance, Reliable Service & Satisfactory Customer Relationship by providing: 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. 5 Marks will be given for each such certificate up to maximum 15 marks.	15
TOTAL MARKS		100

SECTION VII. GENERAL CONDITIONS OF CONTRACT (GCC)

A. General

<p>1. Definitions</p>	<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> <p>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;</p> <p>b. “Procuring Agency” means: -</p> <p>i. any Department or any Office of the Balochistan Government;</p> <p>ii. any authority, corporation, body or organization established by or under a Balochistan Provincial Law or which is owned or controlled by the Balochistan Government;</p> <p>c. “The Contract” means an agreement enforceable by law;</p> <p>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;</p> <p>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.;</p> <p>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;</p> <p>g. “GCC” means the General Conditions of Contract contained in this section;</p> <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>k. “The Project Site,” where applicable, means the place or places named in Proposal Data Sheet and technical Specifications;</p>
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	<p>l. "Government" means the Government of Pakistan;</p> <p>m. "Local Currency" means the currency of Pakistan;</p> <p>n. "In Writing" means communicated in written form with proof of receipt;</p> <p>o. "Completion Date" means the date of completion of the Services by the Cloud Service Provider as certified by the Procuring Agency;</p> <p>p. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>q. "Party" means the Procuring Agency or the Cloud Service Provider, as the case may be, and "Parties" means both of them;</p> <p>r. "Service" means any object of procurement other than goods or works;</p> <p>s. "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>
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	<p>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.</p> <p>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.</p>

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>13.1 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.
<p>14. Force Majeure</p>	<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</p>

	<p>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>
<p>15. Termination</p>	<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> <p>(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;</p> <p>(c) If the Cloud Service Provider fails to comply with any final decision reached as a result of arbitration proceedings;</p> <p>(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;</p> <p>(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>15.2 By the Cloud Service Provider</p> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.</p>

(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 Cloud Service Provider’s notice specifying such breach.

C. Obligations of the Cloud Service Provider

<p>16. General</p>	<p>16.1 Standard of Performance</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>16.2 Law Applicable to Services</p> <p>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.</p>
<p>17. Conflict of Interests</p>	<p>17.1 Cloud Service Provider Not to Benefit from Commissions and Discounts.</p> <p>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</p>

	<p>additional 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> <p>(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;</p> <p>(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;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
<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>
<p>20. Cloud Service Provider’s Actions Requiring Procuring Agency’s Prior Approval</p>	<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> <p>(a) entering into a subcontract for the performance of any part</p>

	<p>of the Services,</p> <p>(b) appointing such members of the Personnel not provided by the Cloud Service Provider;</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be specified in the SCC.</p>
<p>21. Reporting Obligations</p>	<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>
<p>22. Documents Prepared by the Cloud Service Provider to Be the Property of the Procuring Agency</p>	<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>
<p>23. Liquidated Damages</p>	<p>23.1 Payments of Liquidated Damages</p> <p>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</p> <p>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</p>

	the Defect corrected, assessed as specified in the SCC.
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>24.3 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>24.4 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, and the purpose of the commission, gratuity or fee.</p>
26. Sustainable Procurement	<p>26.1 The Cloud Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>

D. Cloud Service Provider's Personnel

27. Description of Personnel	<p>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.</p>
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<p>28. Removal and/or Replacement of Personnel</p>	<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>
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E. Obligations of the Procuring Agency

<p>29. Assistance and Exemptions</p>	<p>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.</p>
<p>30. Change in the Applicable Law</p>	<p>30.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which 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.</p>
<p>31. Services and Facilities</p>	<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

<p>32. Lump-Sum</p>	<p>32.1 The Cloud Service Provider's remuneration shall not exceed the</p>
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Remuneration	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	33.1 The price payable in local currency is set forth in the SCC. 33.2 The price payable in foreign currency is set forth in the SCC.
34. Payment for Additional Services, and Performance Incentive Compensation	34.1. For the purpose of determining the remuneration due for additional Services as may be mutually agreed. 34.2. If the SCC so specify, the Cloud Service Provider shall be paid performance incentive compensation if specified in the SCC.
35. Terms and Conditions of Payment	35.1 Payments will be made to the Cloud Service Provider according to the payment schedule stated in the SCC. 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.
36. Interest on Delayed Payments	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.
37. Price Adjustment	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. 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.
38. Currency of Payment	38.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC.

G. Quality Control

<p>39. Identifying Defects</p>	<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>
<p>40. Correction of Defects, and Lack of Performance Penalty</p>	<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>

H. Settlement of Disputes

<p>41. Amicable Settlement</p>	<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>
<p>42. Dispute Settlement</p>	<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 Procuring Agency and the</p>

	<p>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.</p>
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Section VIII. SPECIAL CONDITIONS OF CONTRACT (SCC)

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><i>[insert applicable law]</i></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 <i>[insert language requirement]</i></p>
GCC 5	<p>The addresses are:</p> <p><i>[Insert Name and address of the Procuring agency]</i></p> <p>The Contractor/ Cloud Service Provider:</p> <p><i>[Name, address and telephone number].</i></p> <p>The Contractor/ Cloud Service Provider 's Representative(s)</p> <p><i>[Name, address, telephone number and e-mail address]</i></p>
GCC 6.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Name:.....</p> <p>Designation:</p> <p>Address:</p> <p>For the Cloud Service Provider:</p> <p><u>Name:</u></p> <p><u>Designation:</u></p> <p><u>Address:</u></p>
GCC 6.2	<p><i>[The Lead Member on behalf of the JV is _____</i></p> <p>_____</p>

	<p><u>Note: If the Cloud Service Provider consists only of one entity, state “N/A”; OR</u></p> <p><i>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>
<p>GCC 19</p> <p>This clause may be modified as per the security risk charges as explained in the meeting</p>	<p>The insurance coverage against the risks shall be as follows</p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Procuring Agency’s country”];</i></p> <p>(c) 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</p>

	<p>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 <i>[insert percentage]</i> the contract price in acceptable form <i>[insert acceptable form]</i></p>
GCC 32	<p>Proposal quoted shall be inclusive of all applicable taxes</p>
GCC 35	<p>Payment:</p> <p><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> <p>1. Pay-as-you-go (PAYG): Users pay only for the resources they consume, providing flexibility and cost-effectiveness for fluctuating workloads.</p>

	<p>2. Subscription: Users commit to a fixed monthly or annual fee for a predetermined level of resources, offering predictability and budgeting ease.</p> <p>3. Reserved instances: Users pre-purchase a certain amount of resources for a longer period, typically at a discounted rate, suitable for predictable workloads.</p> <p>4. Hybrid pricing: A combination of PAYG, subscription, and reserved instances can be employed to optimize costs based on usage patterns.</p> <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: <i>[insert percentage]</i> .
GCC 38	All the payment to be released to the contractor/Cloud Service Provider shall be <i>[insert currency]</i> .
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> <p>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.</p>

- 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.

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20_____ between the Procuring Agency (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] and has accepted a Proposal by the Cloud Service Provider for the provision of said 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.

IN 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.

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:

FORM OF BANK GUARANTEE

[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 _____

Duly authorized to sign the Bid Security for and on behalf of _____ Date _____

JV MEMBERS INFORMATION FORM

[The parties 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: <i>[insert Cloud Service Provider's legal name]</i>
2.	Cloud Service Provider's JV Member's name: <i>[insert JV's Member legal name]</i>
3.	Cloud Service Provider's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4.	Cloud Service Provider's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5.	Cloud Service Provider's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6.	Cloud Service Provider's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7.	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> (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. (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.
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[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.]</i>

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	V RAM 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			

Hardware Resources

Resource Pool – Production Nodes

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

Resource Pool – HA Nodes

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

Resource Pool – Development / QAS / Shared Nodes

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 protection of Internet Bandwidth.		
2FA authentication for console login	2-factor authentication enabled for cloud console.		
Managed Infrastructure as a Service	VMs Creation, Modification & Management. Cloud Network & Edge Service Gateway. OS Installation, Patching & Up-gradation		

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]*

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 Balochistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoB) 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 GoB, 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 GoB 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 GoB under any law, contract or other instrument, be voidable at the option of GoB.

Notwithstanding any rights and remedies exercised by GoB in this regard, [Name of Cloud Service Provider] agrees to indemnify GoB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoB 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 GoB.

[Cloud Service Provider]

[Procuring Agency]