



# **CENTRAL DIRECTORATE OF NATIONAL SAVINGS**

## **Request for Proposal (RFP)**

**For**

**Provisioning/Supply, installation and commissioning etc. of  
Compatible HDDs and Enclosures for HPE 3Par Storage installed at Data Center of  
CDNS.**

**Government of Pakistan**

**Ministry of Finance**

**[www.savings.gov.pk](http://www.savings.gov.pk)**

**September 2025**



(SAY NO TO CORRUPTION)

### Tender Notice

1. Central Directorate of National Savings invites the electronic bids through PPRA e-Pak Acquisition & Disposal System (EPADS) from well reputed dealers/ partners/firms/companies in line with the RFP, registered with FBR with their status as for income tax as “Active” and for sales tax as “Operative”, having their own well established offices/workshops in Pakistan for provisioning/supply, installation, configuration, commissioning and support etc. of compatible HDDs 36 (1.8 TB FC) and 02 Enclosures for HPE 3Par SAN installed at Data Center, Islamabad under comprehensive onsite replacement warranty /guarantee for the period of 3 years in compliance to this RFP.
2. The detailed **Request for Proposal (RFP)** which would be an integral part of this Tender is available with undersigned during office hours or can be downloaded free of cost from [www.savings.gov.pk](http://www.savings.gov.pk) or <https://www.ppra.org.pk/>. A Bid Security is required and acceptable in the shape of a Bank Draft/Pay Order/Demand Draft/CDR/Bankers Cheque/ Cashier Cheque only, issued from any scheduled bank operating in Pakistan, amounting to PKR 500,000/- (Rupees five hundred thousand only) in favour of “**CDNS, Islamabad**” must be submitted to CDNS in original on technical bid opening date and time, **without bid security. The proposal shall not be entertained/ accepted and be rejected straight away.**
3. The Procurement Method as per PPRA Rule 36(a) [Single stage-Single Envelope Procedure] will be observed for this tender. Bidders are required to submit their bids through PPRA EPADS ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)), latest by 07-10-2025 up to 11:00 a.m. Bids will be opened on the same day at 11:30 a.m at Central Directorate of National Savings, Conference Room, 23-N, Civic Centre, G-6 Markaz, Islamabad in the presence of the bidders or their representatives who wish to attend the bid proceedings.
4. The Procuring Agency reserves the right to reject any/all or a part of bid(s) prior to the acceptance of a bid or proposal, for which reason(s) may be conveyed if desired by bidder in writing as per PPR-33 of Public Procurement Rule-2004.

**Director (Operations)**  
**Central Directorate of National Savings**  
**23-N, Civic Centre, Melody Market, G-6 Markaz Islamabad**



## 1. Description of Work

Central Directorate of National Savings invites the electronic bids through PPRA e-Pak Acquisition & Disposal System (EPADS) from well reputed dealers/ partners/firms/companies in line with the RFP, registered with FBR with their status as for income tax as “Active” and for sales tax as “Operative”, having their own well established offices/workshops in Pakistan for provisioning/supply, installation, configuration, commissioning and support etc. of compatible HDDs 36 (1.8 TB FC) and 02 Enclosures for HPE 3Par SAN installed at Data Center, Islamabad under comprehensive onsite replacement warranty /guarantee for the period of 3 years in compliance to this RFP.

### Timelines

- 1.1 Bids submission deadline : 07-10-2025 11:00 AM  
1.2 Opening of Technical Bids : 07-10-2025 11:30 AM

## 2. Scope of Work

- 2.1 The instant tender is for provisioning/ supply, installation and commissioning etc. of compatible HDDs 36 (1.8 TB SAS) and 02 Enclosures for HPE 3Par SAN is required mentioned at Art/clause-3 under onsite comprehensive replacement warranty/ guarantee for the period of three years.
- 2.2 The supplier/ vendors shall also be responsible for HPE 3Par SAN trouble shooting and its fixing, tuning, any type of migration and work around with a view compacting of existing Data from old hardware to new one/upgrade form old firmware version to upgraded ones and all associated tasks/work/jobs etc. and supported by vendor itself without any additional cost.
- 2.3 The procuring agency reserves the right to test/ inspect the hardware anywhere (at CDNS, Data Centre) jointly with supplier team or independently through its technical team.
- 2.4 The bidder shall provide response/ after sale support for hardware/firmware etc.
- 2.5 The successful bidder(s) is/are responsible to do its best efforts to properly perform the scope of work.

### Important Note:

- a. The procuring agency reserves the right to increase or decrease the quantity of items to be procured depending on its requirement and/or budgetary provision etc. for which the bidders will have no objection.
- b. The Procuring Agency reserves the right to reject any or part of bid or all bids prior to acceptance of bid or proposal for which the reason may be conveyed if desired in writing.
- c. Items should be quoted as a Turn-key basis installation & configuration, compatibility etc.; at Data Center of CDNS Co-located at NTC, Islamabad as per the requirement of CDNS and would be the responsibility of successful bidder for provisioning of comprehensive onsite support & maintenance etc.
- d. Bidder shall ensure comprehensive On-Site replacement warranty/Support for the service/warranty period through its own technical team and support/service/warranty including patches, software upgrades, replacement of parts & Configuration etc. at bidders own cost.**
- e. Each page of bid shall be signed and stamped by vendor.
- f. No document will be accepted after bids submission deadline.**
- g. The Procuring Agency reserves the right to ask for any clarification / document, if deem necessary.



- h. If any bidder withdraw its bid (after submission) at any stage or refuses to accept the work/supply order then the bid security as an earnest money submitted by him shall be forfeited in favor of Government of Pakistan.
- i. The bid security as an earnest money, submitted by unsuccessful bidders shall be released at an appropriate time by procuring agency.

**2.6 Special Considerations for the Bidder**

- a. Items should be quoted as a Turn-key basis supply, installation & configuration, compatibility etc.; at Data Center of CDNS Co-located at NTC, Islamabad and would be the responsibility of successful bidder for provisioning of comprehensive onsite support & maintenance etc. of hardware.
- b. Bidder will be responsible for complete Installation and configuration at its own costs and risks.
- c. Bids can be submitted by an individual firm or in shape of consortium, Joint Venture or association with firm(s), however in such case the documentary evidence should be provided of such relationship(s).
- d. Provisioning of any missing components required for full functioning of system would be the responsibility of successful bidder for which no extra payment shall be made by procuring agency.
- e. Provisioning of hardware/firmware for quoted item installation/deployment/configuration/compatibility along with support are the responsibilities of vendor.
- f. Bidder shall ensure comprehensive On-Site Support/Warranty for the period of **Three Years** including on-site replacement of faulty item, patches, firmware upgrades, replacement, Configuration etc. at vendors own cost and risk.
- g. All kind of security of technical/support staff of vendor regarding their health, injuries, deaths while working at CDNS/NTC premises would be sole responsibility of vendor itself besides vendor shall be liable to accountable and to compensate CDNS, for any loss, damage, malfunctioning of infrastructure/equipment etc. caused by working of its technical/support team either intentionally or unintentionally what so ever.
- h. During execution of agreement and even after, vendor shall be responsible to maintain secrecy, integrity, confidentiality of CDNS Data, specification/make/models of infrastructure used and its related topology, configurations, users, passwords, software etc. to ensure the security of Government data and assets etc.
- i. Any kind of attempt directly or indirectly to influence the procuring agency by any bidder(s) may lead to its disqualification from the bidding process.

**3. Items**

S.No.	Item Descript	QTY
1	Compatible HDDs (1.8 TB) SAS for HPE 3Par SAN Storage	36
2	Enclosure for HPE 3Par SAN Storage	02

**4. Implementation & Payment Schedule**

- 4.1 Issuance of letter of Intent/ supply/work order to successful bidder(s) as per PPRA Rules.
- 4.2 Signing of Agreement/contract after the acknowledgement of letter of acceptance /supply order.
- 4.3 The procuring agency reserves the right to impose penalty @ **1% (percent)** per day of value of delayed items to be supplied.



- 4.4 The procuring agency/CDNS reserve the right to relax the penalty upon submission of sound written justification by vendor, yet in no case vendor should consider this as its right and it falls under complete satisfaction and discretion of procuring agency.
- 4.5 Provisioning/Supply of Hardware at Data Center of CDNS within **5 working days** from the date of supply order.
- 4.6 Submission of un-conditional and irrevocable Performance Bank Guarantee (“PBG”) equal to **5% (five percent)** of total contract value (for the contract price of agreement to be signed with the Procuring Agency/CDNS), valid for three (03) years. The (“PBG”) shall be submitted on or before raising invoices. The (“PBG”) may be released by the Procuring Agency after successful completion of contract period. However, the Procuring Agency reserves the right to forfeit (“PBG”) on poor Performance of the Vendor besides taking necessary actions under the law if deem necessary. However procuring agency reserve the right to relax the forfeiture of PBG upon submission sound written justification by vendor, yet in no case vendor should consider this as its right and it falls under complete satisfaction and discretion of procuring agency.
- 4.7 **The payment shall be made to the vendor upon successful provisioning/supply and commissioning etc. of HDDs and enclosures for HPE 3Par SAN at designated site for which invoice(s) must accompanied by relevant/supporting documents and after submission of PBG.**

## 5.1 General

The bidders should provide the following.

- i. Name of the participating firm/company or participating organizations (if more than one) in the responding JV/consortium (along with proof of JV/ consortium etc.), including their scope of involvement and proper authorization to lead bidder for carrying out all transactions/commitments etc. on the behalf of JV/ consortium partner.
- ii. Each page of the Bid should be signed and stamped by the authorized representative of the bidder(s).
- iii. 100% compliance of this RFP/ Tender Notice.
- iv. **Any bid received, after the deadline/ Closing date and time (as mentioned in tender notice/RFP) will not be entertained and returned unopened to the Bidder/its postal address whichever the case may be.**

## 5.2 Staff assigned to this Project

Bidder must have adequate relevant professionals, working for bidder. List of personnel who will be working on this project, names and roles should be provided. Particular focus should be on **core skills set** required for **implementation and support** for this project under the instant RFP.



#### 5.4 Deliverables

Besides the agreement including support plan for Support/warranty period etc.; the Items for support/upgrade, Performance Bank Guarantee, the vendor shall provide user manual / technical manuals / brochures, drivers / CDs etc.; and other related material of support items if any. Provisioning of any patch required for the installation; configuration & implementation of support items shall be the responsibility of successful vendor for which no extra payment shall be made besides all kind of stuff/equipment/SW that deem appropriate to carry out the work/jobs/tasks etc. as a result of signed contract with successful bidder(s) to achieve the purpose of procurements under this RFP in its true essence.

#### 5.5 Support Capabilities.

The bidder should indicate the support capabilities, abilities, and technical strength to be provided during warranty period of items. Strength and qualifications of support personnel designated for the project must be indicated. **The selected vendor has to provide three (03) years onsite comprehensive service, support/on-site replacement warranty for the items for which support/upgradation is required.**

It will include providing 24x7x365 days Help Desk support for technical issues with comprehensive support plan with proper escalation matrix in order to handle issues in a timely, accurately and efficient way without causing interruption/damage etc. to CDNS' assets/infrastructure in a professional manner i.e. if the issue/ problem could not be resolved by the designated support personnel for the project by the vendor then the issue will be routed to the Executives of the Vendor for early resolution of the issue/ problem automatically besides taking CDNS in loop as well.

For the convenience of the bidder(s) following is the standard problem definitions/format that may apply to the the services provided under the signed agreement.

The following template may be considered as ready reference and is subject to change during the preparation of agreement.

Severity Level	Status	Impact
Severity 1	Mission Critical	<ul style="list-style-type: none"> <li>▪ Business / Service has stopped</li> <li>▪ The product is not functioning</li> <li>▪ Or similar nature problem</li> </ul>
Severity 2	Urgent	<ul style="list-style-type: none"> <li>▪ Business is impeded but can continue to operate</li> <li>▪ A major product feature not functioning</li> <li>▪ Or similar nature problem</li> </ul>
Severity 3	Medium priority	<ul style="list-style-type: none"> <li>▪ Business not affected, but there are noticeable problems</li> <li>▪ Functionality loss has an easy workaround</li> <li>▪ Or similar nature problem</li> </ul>
Severity 4	Low Priority	<ul style="list-style-type: none"> <li>▪ No service impacts</li> <li>▪ Request for information</li> <li>▪ Or similar nature problem</li> </ul>



The successful bidder is agrees to provide services delivery as follows.

Severity Level	Response Time	On-Site Support time	Resolution Time Yes/No *
Severity 1	15 Minutes	≤ 1hrs (If required)	
Severity 2	30 Minutes	≤ 2hrs (If required)	
Severity 3	3 Hours	≤ 5hrs(If required)	
Severity 4	24 Hours	≤ 48hrs(If required)	

\*Must be filled by bidder(s)

## 6. General Terms & Conditions

### 6.1 Bid Security

A Bid Security is required for quoted items and acceptable in the shape of a Bank Draft/Pay Order/Demand Draft/CDR/Bankers Cheque/ Cashier Cheque only, issued from any scheduled bank operating in Pakistan, amounting to PKR 500,000/- (Rupees five hundred thousand only) in the favour of “CDNS, Islamabad”, must be submitted to CDNS in original on technical bid opening date and time, without bid security. The proposal shall not be entertained/ accepted and be rejected straight away. If a bidder withdraws its bid during the procurement process or a successful vendor fails to acknowledge the letter of acceptance/signing of agreement etc.; in such scenarios the Procuring Agency reserves the right to forfeit the Bid Security in favour of Government of Pakistan besides taking other necessary actions under the law of the Land if deem fit. Further the Procuring Agency may ask the second Most Advantageous bidder for award of contract and so on (as per its convenience) if the Most Advantageous bidder fails to comply. The bid security of unsuccessful bidder(s) may be released after contract signing with successful bidder. The bid security of successful bidder may be released after signing of the agreement and provision of the Performance Bank Guarantee.

### 6.2 Validity of proposal

All proposal and price shall remain valid for a period of at least **180 days** from the closing date of the submission of the proposal/bid as mentioned in tender notice/RFP. Further all bids must be quoted only Pakistani Rupee (PKR); otherwise bid shall not be entertained even if revealed at opening of financial bid date.

### 6.3 Performance Bank Guarantee (“PBG”)

The successful vendor shall be required to submit an un-conditional and irrevocable (“PBG”), a sum equivalent to **5% (five Percent)** of the total contract value (for the contract price of agreement to be signed with CDNS), valid for five years. The (“PBG”) may be released by the Procuring Agency after successful completion of contract period. The (“PBG”) shall be submitted on or before raising invoices. This (“PBG”) shall be issued by any



scheduled bank operating in Pakistan and the value for the outstanding deliverables of the contract will remain valid until the final and formal termination/completion of Contract by Procuring Agency. The Procuring Agency may forfeit the (“PBG”) if the bidder’s performance found to be poor or bidder breaches any of its obligations under the contract agreement or published RFP besides considerations for black listing the selected vendor/ company or any other action taken under the law or all or waive off all or partially based on sound justification that may be beyond normal control of vendor, provided by the vendor and up to the satisfaction of procuring agency but the decision in this regard would be at sole discretion of the procuring agency/CDNS and in no way, the vendor may consider it as its Right. The procuring agency/CDNS may consider the submission of PBG on yearly basis (as some Banks issue PBG for one year) in such case; the previous PBG shall be released upon submission of renewed or fresh PBG for next period. However, PBG for complete three (03) years is desired.

#### **6.4 Currency**

All currency in the proposal shall be quoted in Pak Rupees (PKR) only otherwise bid(s) would be rejected.

#### **6.5 Withholding Tax, Sales Tax and other Taxes/Levies/ Duties**

The bidder is hereby informed that the Government shall deduct tax/duties at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered purchase/supply by any bidder who signs the contract with the Government. The bidder will be responsible for payment of all taxes/duties on transactions and/or income, which may be levied by government from time to time.

#### **6.6 Contracting (Signing of Agreement)**

The selected vendor will submit Contract, for which draft may be obtained from procuring agency, and be signed on a stamp paper of Rs. 1000/- after issuance of LOI/Supply Order/letter of acceptance.

#### **6.7 Governing Law**

This RFP and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The Government of Pakistan and all bidders responding to this RFP and parties to any contract executed pursuant to this RFP shall submit to the exclusive jurisdiction to **Honourable Courts at Islamabad only.**

#### **6.8 Acceptance Criteria**

**As per PPRA Rule 36(a) (Single Stage – Single Envelope Procedure)**, all proposals shall first be evaluated on the basis of a *Responsiveness Test*. Only those bidders, whose bids are declared responsive, in accordance with clause 6.11 of this RFP, shall have their financial bids announced. The contract shall be awarded to the bidder(s) whose offer is determined to be the **“Lowest Evaluated Bid”/“Most Advantageous Bid”** in line with PPRA Rules.

**Note: - The proposal from any firm which is blacklisted from any government entity or whose bid was found non-responsive in responsiveness test will not be considered.**



**6.9 Delivery Time/commencement of services**

Provisioning/Supply of Hardware items at Data Center and DR Site of CDNS within **5 working days** from the date of supply order at Data Center of CDNS, Co-located at NTC, Islamabad.

**6.10 Penalty**

The procuring agency reserves the right to impose penalty @ **10% (percent)** per day of value of delayed items to be supplied, if penalty imposed, the procuring agency/CDNS reserve the right to relax the penalty upon submission of sound written justification by vendor, yet in no case vendor should consider this as its right and it falls under complete satisfaction and discretion of procuring agency.

**6.11 Responsiveness Test**

All the Bids shall be examined for the responsiveness Test based on following parameters which are pre-requisites and be considered as must meet requirements; non-compliance of any of following clause shall disqualify the bidder(s) straight away. **Bidder Mandatory Requirements:**

**All bidders are required to furnish, following compliance sheet/page containing the Reference Page # in Bid on their letter head signed by authorized person with stamp.**

S.No	Responsiveness Test	Yes/No	Page # of Bid
6.11.1	Provisioning/Supply, Commissioning etc. of compatible HDDs 36 (1.8 TB FC) and 02 Enclosures for HPE 3Par SAN within <b>05 working days</b>		
6.11.2	The Bidder/JV must be responsible for HPE 3Par SAN troubleshooting, fixing, tuning, compaction and any type of data migration with replacement of faulty components. Redistribute data to all disks for better performance. Firmware update for hardware addition and all associated tasks/work/jobs etc. performed by vendor itself without any additional cost. All tasks will be performed online and without downtime.		
6.11.3	Bidder/JV must have at-least Two (2) resources having: <ul style="list-style-type: none"> <li>• HPE 3par StoreServ Hardware Service and Solution Qualification ( Submit proof)</li> </ul> At least One (1) resource have: <ul style="list-style-type: none"> <li>• HPE StoreServ Data Optimization and reporting Solution Qualification (Submit proof)</li> </ul>		
6.11.4	Bidder/JV must have at least 02 Technical Resources, who were employees of HPE for more than five years. (Submit proof from HPE)		
6.11.5	Bidder/JV must be responsible for provisioning of <u>onsite support 24x7x365</u> for supplied items during the warranty period of three years.		
6.11.6	The Bidder/JV must have legal presence in Pakistan for at least <b>ten years</b> (submit FBR registration certificate/FBR		



	online verification certificate).		
6.11.7	Bidder/JV must have at least <b>two offices</b> , one at <u>Islamabad</u> and second at <u>Lahore</u> . (Submit proof)		
6.11.8	Bid validity period of 180 days		
6.11.9	The bidder/JV must be registered with Taxation department and are on Active Taxpayer List with the registration status for Income Tax as “ <b>ACTIVE</b> ” and for sales Tax “ <b>OPERATIVE</b> ”.		
6.11.10	Bidder/JV must have supplied/replaced HDDs and Enclosure of HPE 3Par (Submit Supply order/Work order)		
6.11.11	Bidder/JV must have experience of optimization of HPE 3Par (Submit work order)		
6.11.12	<b>Affidavit on stamp paper (latest) of Rs. 100/-</b> signed by bidder and duly attested by Notary Public/ Oath Commissioner, describing that bidder/JV is not blacklisted from any government department.		
6.11.13	Bid security as an earnest money of required amount and shape, <b>for quoted items</b> , must submit to CDNS on bid opening date and time. (Copy attached).		
6.11.14	100% compliance of Scope of Work mentioned in RFP.		
<b>Responsive/Non-Responsive</b>			

**Note:** Non-compliance of any clause/article of this RFP, concealment or sharing misleading facts may lead to **disqualify** the bidder(s) at any stage from bidding process.

The Financials will be announced for only those bidders whose bids are found to be responsive in Responsiveness Test as per clause (6.11) of this RFP.

**6.12. Any attempt directly or indirectly to influence the working of Purchase / Technical Committee of the Procuring Agency or using any unfair means by the participating bidder(s)/ firm(s) shall result in disqualification from bidding process straightaway**

The detail technical evaluation will include all requirements mentioned in Proforma for Technical Evaluation Criteria under Clause-8.

## 7. Instructions for Bidders

### 7.1 Communication

Any clarification to this RFP may be sought from:

**Director (Operations)**

Central Directorate of National Savings (CDNS),  
Ministry Of Finance.

**GOVERNMENT OF PAKISTAN**

23-N, Savings House, G-6 Civic center, Islamabad.



## 7.2 Submission of Proposal

Bidder must submit their proposal electronically within due date and time. Late submission of the Proposals shall not be entertained.

## 7.3 Mode of Delivery of Bids and Address

Proposals shall be delivered by electronically through PPRA EPADS system.

## 7.4 Disclosure/ Integrity Pact

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

Without limiting the generality of the foregoing the 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, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, Service Provider agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by 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 GoP.

## 7.5 Force Majeure

A "Force Majeure Event" shall mean act of God or man made activities or any event or circumstance or combination of events or circumstances that are beyond the control of a Party and that on or after the date of signing of this Agreement, materially and adversely affects the performance by that Party of its obligations or the enjoyment by that Party of its rights under or pursuant to this Agreement; provided, however, that any such event or circumstance or combination of events or circumstances shall not constitute a "Force Majeure Event" within the meaning of this Section to the extent that such material and adverse effect could have been prevented, overcome, or remedied in whole or in part by the affected Party through the exercise of due diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Sites and the Facilities, as the case may be, from a casualty or other reasonably foreseeable event, which acts or activities are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of the protection measures. "Force Majeure Events" hereunder shall include each of



the following events and circumstances that occur inside or directly involve Pakistan, but only to the extent that each satisfies the above requirements:

- i. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage.
- ii. Strikes, works to rule or go-slows that extend beyond the Sites, are widespread or nationwide.
- iii. Change in Laws of Pakistan.
- iv. Other events beyond the reasonable control of the affected Party, including, but not limited to, uncontrollable events, namely, lightning, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado, epidemic or plague, radioactive contamination, or ionizing radiation.

### **Notification Obligations**

If by reason of a Force Majeure Event, a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:

Give the other Party notice of the Force Majeure Event(s) as soon as practicable, but in any event, not later than Fourteen (14) Days.

give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonable determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform the obligations, and other relevant matters as soon as practicable, but in any event, not later than fifteen (15) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party.

Failure by the affected Party to give notice of a Force Majeure Event to the other Party within the seven (7) Days period shall not prevent the affected Party from giving such notice at a later time; the affected Party shall be excused for such failure or delay from the date of commencement of the relevant Force Majeure Event.

### **Duty to Mitigate**

The affected party shall use all efforts to mitigate the effects of a Force Majeure Event, including, but not limited to, the payment of all such sums of money by or on behalf of the affected Party, which sums are reasonable in light of the likely efficacy of the mitigation measures.

Other than for breaches of this Agreement by the other Party, and without prejudice to the affected Party's rights to indemnification pursuant to Article, the other Party shall not bear any liability for any Loss or expense suffered by the affected Party as a result of a Force Majeure Event.

## **7.6 Grievance Redressal**

Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen (15) days after the announcement of the bid evaluation report to the Grievance Redressal Committee of Procuring Agency. The Committee for the purpose is already notified at PPRA Website.

## **7.7 Amicable Settlement**

7.7.1 Any dispute, controversy or claim arising out of or relating to this Contract/RFP, or the breach, termination or invalidity thereof, shall be resolved through negotiation in an amicable and friendly manner between the parties. The Parties shall seek to resolve any dispute amicably by mutual consultation and discussion at the appropriate



level of Parties or through the committee constituted, representing members from both sides, whichever is suitable to reach the amicable solution of dispute.

- 7.7.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within thirty (30) days after receipt. If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, Following shall apply.

**Disputes shall be settled by arbitration in accordance with the following provisions:**

1. Failing amicable settlement, the dispute, differences or claims, as the case may be, shall be finally settled by binding arbitration in accordance with the provisions of the Arbitration Act 1940 amended time to time of Pakistan.
2. The arbitration shall be conducted at Islamabad, Pakistan before an arbitration panel comprising three (3) members, one to be nominated by each Party and the third nominated by the first two nominees (collectively, “arbitration panel”).
3. The fees and expenses of the arbitrators and all other expenses of the arbitration shall initially be borne and paid equally by both the Parties, subject to determination by the arbitration panel. The arbitration panel may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.
4. Any decision or award resulting from the arbitration shall be final and binding upon the Parties. The Parties agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets, wherever they may be found, and that a judgment upon the arbitral award may be entered in Honorable Courts having jurisdiction at Islamabad only.
5. Pending the submission of and/or decision on a dispute difference or claim or until the arbitral award is published the Parties shall continue to perform all of their obligations under the Contract.
6. In case of non-settlement of dispute through amicable settlement or arbitration, the party may submit appeal to **HONORABLE COURTS HAVING EXCLUSIVE JURISDICTION OF ISLAMABAD ONLY.**



**Annexure -A Specifications**

S.No.	Description	Qty
1	HPE StoreServ 3Par 8000 1.8TB 10K RPM (2.5in) SAS-12G HDD (Computable with HPE 3Par)	36
2	HPE 3Par StoreServ 8000 SFF(2.5in) Field Integrated SAS Drive Enclosure	02

**Annexure-B Format for Financial Proposal**

S.No.	Name of Item	Qty	Unit Cost (Rs) (Without all applicable Taxes)	Unit Cost (Rs) (With all applicable Taxes)	Total Cost (Rs.) (With all applicable Taxes) with Three year warranty
1	HPE StoreServ 3Par 8000 1.8TB 10K RPM (2.5in) SAS-12G HDD (compatible with HPE 3Par)	36			
2	HPE 3Par StoreServ 8000 SFF(2.5in) Field Integrated SAS Drive Enclosure	02			
<b>Total (Rs.)</b>					

**Authorized Signature:** .....  
**Full Name:** .....  
**Designation:** .....  
**Stamp:**