



European Union

Tender Notice

Tender# EU/SUCCESS/11/03/Backup Software and
Tape Library /2017 Revised

NRSP

National Rural Support Programme

National Rural Support Programme (NRSP), invites sealed proposals for the purchase of below listed software and equipment from registered suppliers/companies/dealers with financial assistance from EU Sindh Union Council and Community Economic Strengthening Support (SUCCESS) Programme.

Backup Software Solution	01 Each
Tape Library/Auto Loader/Super Loader	01 Each

Complete tender package can be downloaded free of cost from NRSP web site <http://www.nrsp.org.pk>. The deadline for submission of tenders is **5th October, 2017 till 3:00 pm PST** to the undersigned office at Islamabad.

**Procurement Committee, National Rural Support Programme,
IRM Complex, 7, Sunrise Avenue, Park Road, Near COMSATS University,
Islamabad. Ph:+92-51-8746191**

Published on 6th September, 2017 in daily The News (RWP-ISD/LHR/KHI Editions) and daily the Nawa-e-Waqt (RWP-ISD/LHR/KHI Editions)

Islamabad, 6th Sept, 2017

Our ref.: Tender# EU/SUCCESS/11/03/Backup Software and Tape Library/2017 Revised

Dear Sirs/Madam,

SUBJECT: INVITATION TO TENDER FOR SUPPLY OF ENTERPRISE DATA BACKUP SOFTWARE AND TAPE LIBRARY/AUTO LOADER/SUPER LOADER

This is an invitation to tender for the above mentioned subject. Please find enclosed the following documents, which constitute the tender package:

- A. Instructions to tenderers (ITT)**
- B. Technical Specifications/Offer and Financial Offer**
 - **Annex i +ii** **technical specifications + technical offer**
 - **Annex iii** **Financial Offer**
- C. Further information**
 - **Annex iv** **Declaration**

We look forward to receiving your tender and bid security (Tender Guarantee) in the form of Demand Draft/Pay order/Call Deposit in the name of NRSP before the submission deadline at the address specified in the Instructions to tenderers.

By submitting a tender you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the NRSP sends it to the electronic address you referred to in your offer.

Yours sincerely,

NRSP Procurement Committee

SECTION “A”

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: Tender# EU/SUCCESS/11/03/Backup Software and Tape Library/2017 Revised

National Rural Support Programme is implementing the EU-Funded Sindh Union Council and Community Economic Strengthening Support (SUCCESS) Programme in four districts of Sindh namely Sujawal, Matiari, Tando Muhammad Khan and Tando Allahyar. The overall objective of the project is to enable the Government of Sindh from 2018 to support and sustain community-driven local development initiatives throughout the province, through the provincial budget, based on a dedicated and costed policy in partnership with Community Institutions.

1. Supplies to be provided

- 1.1 The subject of the contract is for supply the below mentioned software and Tape Library/Auto Loader/Super Loader

S.No.	Description	QTY
01	Backup Software Solution	01
02	Tape Library/Auto Loader/Super Loader	01

(Detailed Technical Specifications are given in Section B Annex I + II)

As per delivery details given below:

National Rural Support Programme, Japan Road, Sihala, Islamabad.

- 1.2 The supplies must comply fully with the technical specifications set out in the tender package (technical annex) and conform in all respects with the quantities and specifications.
- 1.3 The Supplies must be offered with warranty of Parts, services and support as mentioned in the technical specifications.
- 1.4 The Prices quoted shall be DDP at the delivery location i.e. given in the above table in 1.1 with transportation, loading, unloading, installation, commissioning and other associated cost if any.
- 1.5 Exact quantities may vary slightly from estimated numbers.
- 1.6 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2. Time table

	DATE	TIME*
Tender Notice Publication	6th Sept, 2017	*01:00am
Deadline for requesting clarifications from the NRSP	15th Sept, 2017	02:00pm
Last date on which clarifications are issued by the NRSP	20th Sept, 2017	02:00pm
Deadline for submission of tenders	05th October, 2017	03:00 pm

Tender (Technical Offers) opening session	05th October, 2017	03:30 pm
Completion date for evaluation of technical offers	**10th October, 2017 (Tentative)	NA
Tender (Financial Offers) opening session	**13th October, 2017 (Tentative)	3:30pm
Notification of award to the successful tenderer	**16th October, 2017 (Tentative)	-
Signature of the contract	**20th October, 2107 (Tentative)	-

* All th tiem is PST.

** All dates are tentative.

3. Participation

3.1 Eligibility.

- 3.1.1 Participation is open to all legal persons (participating either individually or in a grouping – consortium - of tenderers) which are effectively established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed (see item 22 of the contract notice). All goods supplied under this contract must originate in one or more of these countries. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.
- 3.1.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.1.3 The eligibility requirement detailed in sub clauses 3.1.1 and 3.1.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. NRSP may accept other satisfactory evidence that these conditions are met.
- 3.1.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.3.3.1 or 2.3.3.2 of the Practical Guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.3.3.1 of the **Practical Guide** tenderers may also be excluded from EU financed procedures and be subject to financial penalties representing 2% to 10% of the total value of the contract in

accordance with the conditions set in Section 2.3.4 of the **Practical Guide**. This information may be published on the Commission website in accordance with the conditions set in Section 2.3.4 of the Practical Guide. Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. When requested by NRSP, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, NRSP will request documentary evidence that subcontractors are not in a situation that excludes them.

- 3.1.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.1.6 There tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.
- 3.1.7 Participation in tendering is open to all legal persons having registered business entity including sole proprietorship, authorized dealers, Association of Persons (AOP), partnership firm, private or public limited companies with valid NTN and GST registration.
- 3.1.8 The tenderer must have at least 5 years of operational experience of IT Solution Providers.
- 3.1.9 The Tenderer must have an established office in Islamabad and in at least 2 other major cities in Pakistan.
- 3.1.10 The tenderer must have at least 2 Backup Certified Professionals as support staff on its regular payroll for any mid/enterprise Backup Solution;(need to attach the CVs of the certified professionals with technical offer).
- 3.1.11 The Tenderer must be registered with Tax departments and should have valid NTN and GST.(Need to attach teh copy of NTN and GST certificate with the technical offer)
- 3.1.12 The Tenderer must be an authorized representative in Pakistan for Backup Software Solution & Tape Library/Auto Loader/Super Loader that is being offered.(Need to attach valid authorization/dealership certificate from principle).
- 3.1.13 The tenderer offerign Backup Solution Software must be able to provide references to at least 3 enterprises in Pakistan or abroad where they have successfully implemented any enterprise Backup Software. (Need to attach detailes with technical offer). Furthermore, the software being offered must be an internationally reputable, tried and tested solution.

3.2 **Exclusion from participation.**

Tenderers must have to certify in a declaration that they are not in one of the following situation.

- 3.2.1 They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 3.2.2 They have been convicted of an offence concerning their professional conduct by a judgment;
- 3.2.3 They have been guilty of grave professional misconduct proven by any means;

- 3.2.4 They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of country where the contract to be performed.
- 3.2.5 They have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the communities' financial interest

3.3 Exclusion from award of contract

Contracts may not be awarded to tenders which during the procurement procedure:

- (a) Are subject to a conflict of interest;
- (b) Are guilty of misrepresentation in supplying the information required as a condition of participation in the contract procedure or fail to supply this information.

- 3.3.1 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3.2 The eligibility requirement detailed in sub clauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The NRSP may accept other satisfactory evidence that these conditions are met.
- 3.3.3 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the NRSP that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.3.4 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

4. Origin

- 4.1 All supplies under this contract may originate from any country.

5. Type of contract

Unit Price

6. Currency

Tenders must be presented in Pak Rupees

7. Period of validity

- 7.1 Tenderers will be bound by their tenders for a period of 60 days from the deadline for the submission of tenders.

- 7.2 In exceptional cases and prior to the expiry of the original tender validity period, the NRSP may ask tenderers in writing to extend this period by 30 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the NRSP is required to obtain the recommendation of the panel referred to in section 2.3.3.1 of the Practical Guide, the NRSP may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 7.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

8. Language of tenders

- 8.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the NRSP must be written in the language of the procedure, which is English. If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

9. Submission of tenders

- 9.1 The NRSP must receive the tenders before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Procurement Committee,

National Rural Support Programme,

IRM Complex, 7, Sunrise Avenue, Park Road, Near COMSATS University, Islamabad.

Ph:+92-51-8746191

If the tenders are hand delivered they should be delivered to the following address:

Procurement Committee,

National Rural Support Programme,

IRM Complex, 7, Sunrise Avenue, Park Road, Near COMSATS University, Islamabad.

Ph:+92-51-8746191

Latest by 5th October, 2017 by 3:00pm.

Tenders must comply with the following conditions:

- 9.2 All tenders must be received at <**Procurement Committee, National Rural Support Programme,** IRM Complex, 7, Sunrise Avenue, Park Road, Near COMSATS University, Islamabad.

Ph:+92-51-8746191

before the deadline **5th October, 2017 by 3:00pm.**

- 9.3 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- a) the above address;
 - b) the reference code of this tender procedure, (i.e Tender# EU/SUCCESS/11/03/Backup Software and Tape Library/2017 Revised)
 - c) the words 'Not to be opened before the tender opening session 05th October, 2017 till 3:30pm' in the language of the tender package.

- d) the name of the tenderer.
- e) The technical and financial offers must be submitted in separate sealed envelopes clearly mentioned as Technical Offer against Tender# # EU/SUCCESS/11/03/Backup Software and Tape Library/2017 Revised and Financial Offer against # EU/SUCCESS/11/03/Backup Software and Tape Library/2017 Revised. Both the envelopes should then be placed in another single sealed envelope/ package, unless their volume requires a separate submission.

10. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender package and comprise:

Part 1: Technical offer:

- a) Technical Offer should be submitted in separate envelop. Tenders must have to complete the technical offers on the Annexed format “Technical Bid Form”. Tender received without technical bid will be treated as rejected. Supporting documents as required in the technical bid form including company’s registration, Tax certification, experience certificates, List of already clients where the proposed software and tape Library installed, CVs, bank statements, financial statements and company’s profile. Tenderers may use their letter pad for printing of technical bid form.
- b) Tenderer’s declaration for Annex iv

Part 2: Financial offer:

- a) Financial Offer should be submitted in separate envelop. Tenderers must have to use the annexed “Financial bid form” for completing their financial offer. A financial offer must be calculated on the basis of DDP (Delivered duty paid) for the supplies. Tenderers may use their letter pad for printing of technical bid form.
- b) The Bid security (tender guarantee), for 2% of the total tender value in shape of demand draft/pay order/callr deposit in the name of NRSP.

Remarks:

Tenderers are requested to follow this order of presentation.

11. Rejection of Tender

The tender will be rejected if

- a) The documents does not bear signature of the authorized person.
- b) It is received through fax/e-mail.
- c) If the tender is submitted without or less or not as per mentioned instrument the bid security (tender guarantee).
- d) It is received after the expiry of the due date and time.
- e) Incomplete tender or partial tender i.e. offered any one item.

12. Taxes and other charges

- The quoted rates should be inclusive of all applicable taxes (WHT, GST etc). by the government. In case of any exemption Tenderers should have to provide a valid exemption certificate as per government rules.
- The quoted prices should be included of all transportation, carriage, handling, and installation and testing of supplies at destinations and all other costs.

13. Additional information before the deadline for submission of tenders

The tender package is clear that tenderers do not need to request additional information during the procedure. If the NRSP, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender package, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address before the deadline as given in Clause 2 , time table, specifying the **publication reference and the contract title**:

Procurement Committee,

National Rural Support Programme,

IRM Complex, 7, Sunrise Avenue, Park Road, Near COMSATS University, Islamabad.

Ph:+92-51-8746191

procurement@nrsp.org.pk

The NRSP has no obligation to provide clarifications after this date.

Any clarification of the tender package will be published on the NRSP website <https://www.nrsp.org.pk> at the latest 07 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the NRSP and/or the European Commission during the tender period may be excluded from the tender procedure.

14. Alteration or withdrawal of tenders

- 14.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 14.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 14.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

15. Cost of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

16. Ownership of tenders

The NRSP retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

17. Opening of tenders

- 17.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 17.2 The tenders (Technical Offers) will be opened in public session on 05th October, 2017 at 3:30pm at **National Rural Support Programme**, IRM Complex, 7, Sunrise Avenue, Park Road, Near COMSATS University, Islamabad. Ph:+92-51-8746191 by the committee appointed for the purpose.
- 17.3 At the tender opening, the tenderers' names, offered make/models/name/brands, may be announced.
- 17.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 17.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the NRSP in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 17.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the NRSP. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

18. Evaluation of tenders

- 18.1 The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier for eligibility. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the NRSP or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

18.2 Technical evaluation

- a) After analysing the tenders deemed to comply in administrative terms, the technical evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.
- b) In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.
- c) The Technical Evaluation criteria will be:

S.No.	Criteria	Marks
1	Company Profile	20
2	Proposed Solutions	30
3	Demonstration at client site	20
4	Proposed Team	20
5	Support	10
	Total:-	100

Minimum marks to technically qualify is 75.

18.3 Financial evaluation

- a) Financial Offer of those tenderer will be opened whose technical offer is compliant and as per given technical specifications and score at least 75 marks.
- b) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

18.4 Award criteria

- a) The sole award criterion will be the required/given technical specification with at least 75 marks in technical evaluation and than lowest price of total tender (both items).
- b) NRSP will award the contract as one complete contract to tenderer.
- c) The technically compliant tender with at least 75 marks that offers the best price will be chosen for the award of the contract.

19. Signature of the contract

- 19.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the NRSP signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof**(original copies), including company incorporation/registration, experience certificates, financial accounts, NTN and GST Certificate, bank statement or any any other document needed by the evaluation committee according to the selection criteria.
- 19.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria within 5 working days following the notification award or if the successful tenderer is found to have provided false information or fake documents, the award will be considered null and void. In such case the NRSP may award the tender to the next lowest tenderer or cancel the tender procedure.
- 19.3 The NRSP reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

- 19.4 Within 7 days receipt of the contract signed by the NRSP, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the NRSP. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 19.5 If it fails to sign and return the contract and any financial guarantee required within 7 days after receipt of notification, the NRSP may consider the acceptance of the tender to be cancelled without prejudice to the NRSP's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the NRSP.

20. Tender guarantee

The Bid security (tender guarantee), 2% of the total tender value in shape of demand draft/pay order/call deposit in the name of NRSP.

21. Ethics clauses

- 21.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the NRSP during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 21.2 Without the NRSP's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 21.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the NRSP.
- 21.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the NRSP's prior approval. They may not commit the NRSP in any way without its prior written consent.
- 21.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 21.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the NRSP.
- 21.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 21.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 21.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the NRSP may, regardless of injury,

terminate the contract without further notice and without the Contractor having any claim to compensation.

- 21.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the NRSP fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the NRSP.
- 21.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 21.12 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 21.13 Contractors found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.
- 21.14 The NRSP reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the NRSP may refrain from concluding the Contract.

22. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the NRSP. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- a) the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- b) the economic or technical parameters of the project have changed fundamentally;
- c) exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- d) all technically acceptable tenders exceed the financial resources available;
- e) there have been substantial errors, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- f) the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the NRSP be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the NRSP has been advised of the possibility of damages. The publication of a contract notice does not commit the NRSP to implement the programme or project announced.

23. Penalty

The NRSP reserve the right to forfeit the bid security (tender grantee) in case the successful tenderer regrets or fail to provide the supplies.

24. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint to NRSP at complaints@nrsp.org.pk.

Accept all the terms & conditions of this tender dossier

Singnature and Stamp of tenderer

SECTION “B”

ANNEX I + II: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: SUPPLY OF ENTERPRISE DATA BACKUP & RECOVERY SYSTEMS SOLUTION AND SERVER HDD/RAM

p 1 /...

Publication reference: Tender# EU/SUCCESS/11/03/Backup Software and Tape Library /2017 Revised

Columns 1-2 should be completed by the Contracting Authority

Columns 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

1 S. No.	2 Specifications Required	3 Specifications Offered	4 Notes, remarks, ref to documentation	5 Evaluation Committee's notes
01	<p>Backup Software Solution</p> <p>Licenses are required for backup up to 1 TB without any restriction on the number of backup clients. 24/7/365 support from Principal must be inclusive for 24 Months. 24/7/365 support from local Vendor must be inclusive for 24 Months.</p> <p>The quoted solution should have the following capabilities:</p> <ol style="list-style-type: none"> 1. Should be an enterprise level single and unified Backup solution. Preference will be given to those software solutions which has proven record of five years in the enterprise backup market. 2. Should integrate with industry's leading operating 3. Systems like UNIX (Solaris, HP-UX, and AIX), Linux and Microsoft Windows. 4. Should have the capability to integrate with leading hypervisors including VMware vSphere® and Microsoft® Hyper-V. 5. Should have the capability to integrate or and target) with one click and with one software solution. Different solution for source and targeted up will not be entertained. 			

	<ol style="list-style-type: none"> 6. Should have the capability of backing up and restoration from single console. 7. Should have the capability to protects data at the storage system level by integrating with various snapshot, replication, and NDMP facilities from EMC®, HP, Hitachi, IBM®, NetApp®, and others 8. Should have the capability of breaking up the backup window by eliminating full backup and have the leverage that storage system can run backups. 9. Should provide the hands-on local training for two NRSP personnel of its offered product and also provide the testing center voucher At-least for two persons particularly for certification of back solution being offered. 			
02	<p>Tape Library/Auto Loader/Super Loader</p> <ol style="list-style-type: none"> 1. Must have 1 drive (LTO 6) 2. At least 16 slots for LTO 6 Cartridges Must have SAS connectivity (with Fujitsu RX 2510 M2 Server) and onward 4. One SAD Host Bus Adapter (6 GB/s, PCI Express) 5. 10 LTO 6 media cartridges 6. 30 data and 5 cleaning barcode labels. 7. 1 x 2m SFF8088 to SFF8088 SAS cable. 8. 1 x 3.1m Ethernet cable with RJ45 connectors. 9. Must include minimum three (3) years standard warranty with parts 			

A. Company Name:

<p>B. Company Owner(s) / Partners full names:</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>	<p>C. Company Legal Authorized Representative for this Tender:</p> <p>Complete Name:</p> <p>Position in the Company:</p> <p>Signature:</p>
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D. Additional Information about the Contractor:

1- Company Type as per Registration (√ or X)

Public Limited Co	Private Limited Co	AO0050	Others

2- Company' National Tax Number _____

3-Company' Sales Tax Registration Number _____

4- Full Name of 3 Key Representatives of Company:

Name	Position	Location	Mobile Number

5- Bank Account Details (Company):

Bank Name	Branch Code	Account No

6- Business Turnover Details: (Please attach copy of Company's financial statement OR Bank Statement in evidence)

Year -1: Jan 2015 to Dec 2015 (PKR)	
Year -2: Jan 2016 to Dec 2016 (PKR)	

E. Past Experience:

7- Contract Award History (Last 2 years):

Please list contracts awarded to your company since 2015 up to now

No	Project Description	Location	Organization Name	Duration	Project Cost (PKR)

I undersigned, certify that I am the designated legal representative of this Company, that the information provided above is correct and I am aware of the fact that I will be held responsible for providing false information.

I declare and certify that the information above is true and accurate to the best of my knowledge. I understand and accept any false or inaccurate information may result in the cancellation of bid, even if discovered later.

Name:

Position:

Signature & Stamp:

Date:

ANNEX III: Budget breakdown (Model financial offer)

PUBLICATION REFERENCE: Tender# EU/SUCCESS/11/03/Backup Software and Tape Library /2017 Revised

NAME OF TENDERER: < _____ >

A		C	D	E
LOT NO.	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COST WITH DELIVERY [DDP] ISLAMABAD PKR	TOTAL PKR
01	01			
02	01			
			Total	

Authorized Signature: _____

Name of Company: _____

Date: _____

SECTION “C”

ANNEX IV

Declaration

In the response to your bids invitation letter for the Tender# EU/SUCCESS/11/03/Backup Software and Tape Library /2017 Revised

we, the undersigned, hereby declare that:

- This bid is valid for a period of 60 days from the final date for the submission of bids.
- We note that NRSP is not bound to precede with this invitation to bid and that it reserves the right to award contract as a whole or partially.
- We agree to adhere to all of the terms and conditions of the NRSP as provided in the ITT.
- We will assure the quality of services will be according to specification provided by NRSP.
- We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, NRSP reserves the right to terminate the contract with immediate effect.
- We are not bankrupt or being wound up, are having our affairs administered by the courts, have not the subject of proceedings concerning those matters, or are in any analogous arising from the a procedure provided for in national legislation or regulations.
- We have not been convicted of an offence concerning professional conduct by any judgment.
- We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- Are not guilty of serious misinterpretation in supplying information.
- Are not in situations of conflict of interest (with prior relationship to project or family or business relationship to parties in NRSP).
- Have no relation, direct or indirect, with any terrorist or banned organizations.
- Are not on any list of sanctioned parties issued by the Pakistan Government, DIFD, USAID, UN agencies, European Union and others.
- Are not blacklisted by any Local/International organization, Government/semi Government department, NGO or any other company/organization.
- Have not been reported for/under litigation for child abuse.
- We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with legal provision of the country in which we are established or with those of the country where the contract is to be performed.
- We have not been the subject of the judgment for any fraud, corruption, involvement in criminal/ terrorist organization or any other illegal activity detrimental to Pakistani Law.

Name: _____

Business Title: _____

Signature: _____

Business Stamp: _____