



TENDER DOCUMENTS

Service Level Agreement for Data Centre

NUTECH/SCM/ICT FY 25/26 TD-356

NATIONAL UNIVERSITY OF TECHNOLOGY, IJP ROAD, I-12, ISLAMABAD



TENDER NOTICE

Service Level Agreement for Data Centre

- TD-356

1. Electronic bids are invited from Government / FBR Registered firms (active taxpayers) for the **Service Level Agreement for Data Centre** on FOR Basis.
2. Bidding documents containing detailed terms & condition for submission of bids, method of procurement (**Single Stage Two Envelopes**), eligibility & evaluation criteria etc. are available for registered bidders on EPADS.
3. **Tender Documents** can be downloaded from **NUTECH/EPADS** websites and Bids will be submitted as per requirements mentioned in the tender documents. Bid will be submitted through EPADS and bidders will submit their original CDR of amount to **Rs 656,160/-** in the favour of "NUTECH Tendering and Contracts".
4. Detail of bids and submission of tender is provided below: -

Sr.	Description	Bank Account Details	Tender Fee	<u>Tender Submission</u>	<u>Tender Opening</u>
a.	Service Level Agreement for Data Centre	UBL, Tendering and Contracts, A/C # PK 12UNIL 0109000308942372	2,000	1100 hrs on 07 Nov 2025	1130 hrs on 07 Nov 2025
Note: - - Tender fee in shape of CDR/PO/DD will be acceptable. - Offer will not be entertained without payment of tender fee.					

5. **Pre Bid meeting will be held on 23 October 2025, 11:00 hours at below mentioned address.**

Supply Chain Management Office (SCM)

National University of Technology, (NUTECH) Main IJP Road,
Sector I-12, Islamabad

E-mail Add: staff.scm2@nutech.edu.pk proc.office@nutech.edu.pk

Phone: 051-5476768, Ext: 308 & 278

Compliance – Check List

Offer must be quoted and arranged in accordance with below mentioned sequence. Non-compliance & non-provision of following documents may lead to disqualification.

Sr.	Required Particulars	Documents Attached	
		Yes / No	Page #
1.	Tender Fee Original Receipt (Rs 2,000/-)		
2.	NTN/GST Registration		
3.	All Annexures & Special Conditions Compliance Note: All annexures must be as per given format.		
4.	OEM Registration / Authorization Certificate (if applicable)		
5.	OEM Details (if applicable)		
6.	Original bid security Rs 656,160/-		
7.	Proforma Invoice (if applicable) (prices hidden)		
8.	OEM / Equipment brochures & details		
9.	Non-Blacklisting Certificate		
10.	Firm's Complete details (address, contacts & email)		

Tender Documents

1. NUTECH desires to procure item(s) / Store(s) on FOR Basis as per **Annexure-A**. Interested bidders are requested to upload their bids on EPADS & also submit a hard copy of the same documents in manual at NUTECH (SCM office) under “**Single Stage Two Envelopes**”, procedure latest by or before above mentioned due date.
2. **Conditions Governing Contracts.** The contract made as result of this tender documents will be in accordance with the draft contract published on NUTECH University website and other special conditions (Mentioned in this document) that may be added to given contract for the supply of equipment.
3. **Participating of Tender.** The offer is to be submitted as under: -
 - a. The bid should contain Annexure-A & Annexure B duly filled in (supported with relevant technical literature / details / catalogues etc).
 - b. All items must have the brand names, model number, manufacturer's name, country of origin, warranty including parts with complete specs and brochures. Re-conditioned and re-furbished equipment shall not be acceptable.
 - c. Annexure-C is also required along with Original Performa Invoice. The offer indicating the quoted price FE / Local Currency (in Local Currency for FOR cases & FOB cases) in figures as well as in words this will also be uploaded on EPADS.
4. **Validity of Offer.** The validity period of quotations must be indicated and should be **90 days** from the date of opening of financial offer.
5. **Withdrawal of offer** If the firm withdraws its offer within validity period the competent authority may place such firm under embargo for a period, which may be extended up to one year. Moreover, the bid security of the firm will be confiscated.
6. **Documents.** Following information / copy of documents must be provided / attached with offer: -
 - a. A copy of letter showing firm's financial capability.
 - b. NTN/GST number be mentioned on the offer and copy of registration certificate issued by sales tax department, attached.
 - c. Foreign supplier to provide its registration number issued by respective department of Commerce authorizing export of subject stores (**in FOB cases**).
 - d. Annexes A, B and C and special conditions must be signed and stamped. Attach only relevant documents.
 - e. Complete all Annexes as per given format. Do not use your format or letter head. Offer may be rejected if given format is not followed.

- f. OEM/principal agency agreement must be provided.

7. **Disqualification.** Offers are liable to be rejected if:-

- a. Validity of offer is not quoted as required in tender documents.
- b. Any deviation from the general/ special / technical instructions.
- c. Offers are found conditional or incomplete in any respect.
- d. Multiple rates/items are quoted against one item.
- e. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- f. Offer will be received fixed date and time on EPADS.
- g. Subject to restriction of export license.
- h. Offers (financial/technical) containing non-initialed/ unauthenticated amendments/ corrections/overwriting. If the validity of the agency agreement has expired. The commercial offer against FOB / CIF / C&F tender quoted in local currency.
- i. If the offer is found to be based on cartel action in connivance with other sources/participants of the tender.

8. **Bid Security** Financial offer must be accompanied with a bid security (CDR/Pay order/Bank draft) in agreement of faithful compliance of the conditions of Contract. This amount will be equivalent to **Rs 656,160/-**. The bid security amount submitted by the successful bidder will however be refunded on effective termination of Contract. The bid security will be forfeited in case of default by the bidder from his commitments made through his offer. Submission of bid security is mandatory; otherwise your offer will be rejected. Performance guarantee valued at **5%** of contract will be submitted by successful firm till stores are delivered and inspected. All prices should be quoted in Pak Rupees.

9. **The Bid Security may be forfeited:**

- a. If a bidder withdraws his bid during the period of bid validity
- b. In case of a successful bidder, if he fails to sign the contract agreement or execute the work specified in the bill of quantities/ list of goods.
- c. In case of nonperformance of the contract, delayed supply/installations, or substandard supply/installation, short in quantity, the security deposited will be forfeited, and the firm will be blacklisted)

10. **Return of Bid Security**

- a. Bid security to the unsuccessful bidders will be returned after acceptance of LOI by the lowest evaluated bidder.
- b. Bid security of the successful bidder/bidders will be returned on submission of bid security against warranty period or bid security retained for the warranty period as the case may be.

11. **Terms of Payment/ LC Charges**

In FOB cases

- a. All categories payment will be made through letter of credit (LC). LC opening charges in Pakistan are to be borne by NUTECH. Payment will be made through irrevocable LC in favor of manufacturer.

In FOR cases

- b. **20%** advance payment will be made to the seller on provision of unconditional CDR/PO/DD. Advance CDR/PO/DD will be submitted at the time of signing the contract. **Payment will be made on quarterly basis.**
- c. **80%** payment will be made to the seller after receipt and confirming the correctness of ordered specifications, installation, commissioning.

12. **Taxes/ Duties/ Custom clearance** All taxes /duties /import licenses fee as applicable under government laws in Pakistan as well as country of supplier shall be on seller (in FOR case). NUTECH will provide applicable exemption certificates and documents (In FOB Cases only).

13. **Insurance:** - Insurance will be seller's responsibility **(in FOR Cases)** and NUTECH's responsibility through NICL **(in FOB Cases)**.

14. **Freight charges /Misc charges:** All charges such as packing, forwarding, local freight, loading and unloading, installation and commissioning, custom clearance, orientations, on job training or any other will be part of quoted price. Delivery till NUTECH will be seller's responsibility and all associated costs will be part of quotation as well.

15. **Delivery Period.** Store will be delivered within **15 Days** from contract signing date.

16. **Force Majeure.** If non-compliance with the period of delivery or services can be proved to be due to Force Majeure, such as but not limited to mobilization, war, riot, strike, lockout, pandemics/epidemics or the occurrence of unforeseen events, the period shall be reasonably extended.

17. **Subletting** Suppliers are not allowed to sublet wholly or part of the contract to any other firm /company without prior permission by NUTECH. Firm found in breach of the clause will be dealt with as per purchaser's right and discretion.

18. **Arbitration.** Will be as under: -

"All Claims, disputes, controversies, differences arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation performance, breach or termination, shall be referred to and shall finally be solved by binding arbitration. An arbitration committee shall be constituted comprising Rector NUTECH and two arbitrations to be nominated on mutual agreement by each party. The venue of the Arbitration shall be the place of issuance of this contract or as Rector NUTECH may determine. In case of any

difference, the clauses of Arbitration Act 1940, Rules and Regulation made thereof for time being enforce shall prevail. The award shall be final and binding on both parties.

- a. Provided that written record of any such arbitration and its award shall be arranged properly.
- b. An award of such arbitration may be confirmed in a court of competent jurisdiction at Islamabad.
- c. Provided further that in case of any other question /dispute not covered under this clause, the decision of Rector NUTECH shall be final.”

19. **Redress of Grievance.** In case of dispute, case shall be reviewed by NUTECH Redress of grievance committee and decision of NUTECH shall be final and binding on both parties.
20. **Export License/Permit /End User Cert.** It shall be the responsibility of the Supplier to obtain from the Government concerned all permits and export licenses, etc required to enable each consignment to be shipped immediately as per the delivery schedule. In case the supplier fails to arrange export license within 30 days of signing the contract the purchaser reserves the right to cancel the contract on the risk and expense of the supplier without prior notice. The purchaser will provide end user certificate for acquisition of export license to the supplier (format to be provided by the supplier for respective country within 10 day of signing of the contract).
21. **Technical Specification:** The supplier will provide OEM certificate, quality certificate /inspection document to the purchaser confirming the quality of the product being supplied under this contract Store must bear the manufacturer’s identification marking /monogram.
22. **Inspection /Testing of Store:** Inspection testing will be carried out at NUTECH by the concerned inspection team as detailed by the respective department in accordance with the laid down Acceptance criteria. (Acceptance Test procedure (ATPs)/Drawing/Test standard and specification). The supplier will provide ATPs with technical offer. Mutually agreed/approved ATPs will form part of contract to govern the inspection of store subsequently.
23. **Change in Specification /Mfr /Model.** No alternation marked/brand and quality of store will be entertained after the tender have been opened.
24. **Checking of Store at Consignee/User End.** All stores will be checked at Consignee’s end in the presence of the supplier’s representative. If for some reason, the supplier decides not to nominate his representative for such checking, an advance written notice to this effect will be given by the supplier to the consignee prior to immediately on shipment of store. In such an event the supplier will clearly undertake that decision of consignee with regard to quantities and description of consignment will be taken as final and discrepancy found will be accordingly made up by supplier. In all other cases the consignee will inform the supplier about arrival of

consignment immediately on receipt of store through registered email/letter and telephone. If no response from the supplier is received within 15 days from initiation letter the consignee will have the right to proceed with the checking without supplier's representative. User/Consignee's report on checking of the stores will be binding on the seller in such cases.

25. Packing /Marking. The supplier shall be responsible for proper packing of the Store in standard export packing worthy of transportation by sea /air /road rail so as to ensure their content being free from lose or damages due to faulty packing on arrival at the ultimate destination. Packing of stores will be done at the expenses of the supplier. All packing cases, containers and other packing material shall become the property of the NUTECH on receipt. Any loss occurred /demurrage paid due to wrong marking will be made good by the supplier.

26. Original Performa Invoice: Original Performa invoice must have following components incorporated: -

- a. HS Code
- b. Incoterm
- c. Payment Terms
- d. Origin of good
- e. Port of shipment
- f. Address of OEM
- g. Seller acceptance (on Performa Invoice)
- h. Invoice Date
- i. Latest date of shipment
- j. Seller complete bank detail

Note:- Performa Invoice in the name of NUTECH in case of FOB cases & in the name of local partner in case of FOR cases.

27. General Instructions: Following must be noted: -

- a. The firm should provide point to point acceptance of each clause of tender documents and special instructions attached with tender documents.
- b. Firm will render a certificate with technical offer that firm is neither defaulter nor blacklisted by any government / semi government organization directly or indirectly.

(On Judicial Paper)

- c. Rates should be quoted on free delivery basis at NUTECH Islamabad.
- d. The stipulated delivery period should be strictly adhered to. Any anticipated delay that is beyond the control of seller will be informed (in writing) well in advance of the expiry of the due date of the activity along with reasons thereof, requesting for the grant of extension in delivery period. If the seller fails to do so, or the buyer

is not convinced with the rationale provided by the seller, liquidated damages up to/at 2% per month or part thereof, will be imposed. However, the maximum limit of the liquidated damages will not exceed 10% of the delayed store value.

- e. If even after applicability of 10% LD, the seller fails to deliver the required stores, the buyer will be at liberty to cancel the contract, and /or procure the of stores from an alternate source, on the seller's "Risk & Cost/Expense". In that case, the seller will be bound to make payment to the new source through NUTECH. The purchaser's decision under this clause shall currency/execution/after placement if the firm is found to be involved in any dubious activity, litigation, lacking to meet contractual obligations with the purchaser or is blacklisted with any other public procurement agency. No claims / loss /damage of whatsoever nature shall be entertained and NUTECH's NOT be subjected to arbitration.
- f. NUTECH reserves the right to cancel the contract without assigning any reason whatsoever during its decision in this regard will be final / binding on the seller.
- g. An appropriate amount may be paid for mobilization against CDR/DD/Pay Order.
- h. Firms with previous pending/outstanding projects/business and unsatisfactory performance with NUTECH may not be considered for award of any further business.
- i. Lowest evaluated bidders must send their authorized representatives (with authorization letter) for signing of the contract within three days of sharing of the draft contract.
- j. For technical opening firm will send a representative who has knowledge about the quoted items otherwise representative will not be allowed to sit in tender opening.
- k. Stamp duty for Contract will be taken as per Section 22-A of Stamp Act 1899 Pakistan.
- l. **Business will be awarded on Package Deal.**
- m. **3 Years Service Level Agreement for Data Centre will be required from the successful bidders from the date of delivery and extendable by two years.**
- n. **The Purchase/ Supply Order will be awarded on Quality & Cost Selection Basis.**
- o. The bid proposal should include freight, all other taxes, and delivery of items at NUTECH Islamabad.
- p. All pages (Financial Offer & Terms & Conditions) must be signed/stamped, failing which the bid may be rejected.

- q. Any addition, deletion, or modification of any clause of the procurement terms and conditions of NUTECH by any vendor will not be accepted. It may lead to rejection of the bid.
- r. The bid form must be duly filled in, stamped, and signed by the bidder's authorized representative.
- s. If the Government declares the opening date as a public holiday, the next working day shall be deemed the date for submission and opening of the tender at the same time and venue.
- t. After the opening of bids, SCM, NUTECH will examine the bids for completeness as per the tender document.
- u. If the delivered goods/services are not according to the required quality standards/specifications, they shall be liable to be rejected after inspection. The vendor would be required to supply as per the requirements mentioned in our financial offer otherwise, the purchase/ work order will be canceled after the due date with confiscation of bid security.
- v. The envelope shall also bear the following identification quotation of "**Service Level Agreement for Data Centre, TD-356**".

28. NUTECH reserves the right to reject the bid if.

- a. Received without Bid Security.
- b. Received later than the date and time fixed for tender submission.
- c. The tender is unsigned/ unstamped.
- d. The offer is ambiguous.
- e. The offer is conditional.
- f. The offer is made by the unauthorized agent/ supplier of the original equipment manufacturer.
- g. The offer is from a firm, which is blacklisted by any Govt Office.
- h. The offer is received by telephone/telex/fax/telegram.
- i. Any unsigned/ambiguous erasing, cutting/overwriting, etc., are made

Annex-A**TECHNICAL OFFER**

Sr.	Items	Specifications	A/U	Qty	Country of Origin	Bidder Compliance	
						Yes	No
1	Service Level Agreement for Data Centre (03 years)	Three Years Service Level Agreement for Data Centre 24x7x365 days SLA (with parts) Support inclusive of routine and emergency calls with quarterly preventive maintenance for UPS with Hot Swappable Battery Modules, In Row Cooling Unit, Rack PDU's, DCIM, Fire Detection and Suppression System with VESDA and Electrical Panel, Power Distribution DBs. Extendable by two years (Details of equipment cover under Warranty as per Appendix-A).	No	03 Years (Services)	Asia/ Europe /America		

Annex-B**Necessary to Fill Completely****Fill in following essential Parameters: -**

1.	Validity of Offer	Days (Should not be less than 90 days)	
2.	Delivery period	Days (After placement of order)	
3.	Country of Origin		
4.	Warranty Period		

General: -

1.	GST Number	Enclose Copy
2.	NTN / CNIC	if exempted, provide valid exemption certificate

Payment Terms (In continuation of Tender Document clause 12): -

In FOR Cases
20% advance payment against CDR/Pay Order/DD. Payment will be made on quarterly basis
Remaining 80% payment after delivery, installation / commissioning /user satisfaction certificate

Details of Foreign Principal Information with account details: -

1. Name / Title: _____ 2. Address: _____

OEM Brand Name:	Firm Name:	Signature:
OEM Focal Person Name:	Firm Focal Person:	Official :
OEM Phone Number for verification:	Firm Phone Number:	Name & CNIC:
OEM Email Id for verification:	Firm Email Id:	Designation:

Annex C**FINANCIAL OFFER**

Sr.	Items	Specifications	A/U	Qty	Country of Origin	Unit Price (Inc. Tax)	Total Price (Inc. Tax)
1	Service Level Agreement for Data Centre (03 years)	Three Years Service Level Agreement for Data Centre 24x7x365 days SLA (with parts) Support inclusive of routine and emergency calls with quarterly preventive maintenance for UPS with Hot Swappable Battery Modules, In Row Cooling Unit, Rack PDU's, DCIM, Fire Detection and Suppression System with VESDA and Electrical Panel, Power Distribution DBs. Extendable by two years (Details of equipment cover under Warranty as per Appendix-A).	No	03 Years (Services)	Asia/ Europe /America		
Total Amount Including all Taxes							

Tender No _____

Name of the Firm _____

Firm Address _____

Telephone No _____

E-Mail _____

Date _____

To, DD SCM Office
NUTECH University
I- 2, Main IJP Road,
Islamabad.

Dear Sir

1. I / We hereby offer to supply to the NUTECH University the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the price offered against the said schedule and further agree that this offer will remain valid up to 90 days after opening of Financial offer and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I / we shall be bound by a communication of acceptance to be dispatched within the prescribed time.
2. I / we have understood the instructions to Tenders and General Conditions Governing Contract available at NUTECH website and have thoroughly examined the specifications / drawing and / or patterns quoted in the schedule here to and am/are fully aware of the nature of the stores required and my/ our offer is to supply stores strictly in accordance with the requirements. Yours Faithfully. (Signature of Tenderer)
Designation

Date:

Individual signing tender and / or other documents connected with a contract must be signed by principal authorized rep/ OEM rep/ Authorized partner firm rep.

"SELLER'S WARRANTY CERTIFICATE"

(To be provided on stamp paper)

Validity Years from the date of final acceptance of the Stores.

We hereby guarantee that we are the genuine and original Source of provisioning the Stores to our Buyer. We also undertake that nothing in the manufacturing of these Stores has been obtained through unauthorized means.

1. We hereby warrant and undertake that the Stores and all the associated spares/ accessories supplied under the terms and conditions of the above Contract, are:
 - a. brand new, complete in all respects, possessing good quality and standard workmanship; and
 - b. liable for replacement/rectification free of charge, if during the Warranty period the same are found defective before or under normal use or these do not remain within the limits and tolerances stated under the specifications or in any way not in accordance with the terms of this Contract. All expenses incurred in removal, re- provisioning and reinstallation of such defective Stores or their parts shall also be borne by us.
2. The Warranty shall remain valid for a period of ____ years from the date of final acceptance of the Stores.
*Sellers warranty must be provided by the Seller (firm) on Rs 100 stamp paper along with bank guarantee/CDR/Pay Order without changing a word. BG with additional clauses will be rejected.

CHECK LIST**(This checked list must be attached with your technical offer, duly filled and Signed by authorized signatory)**

Tender No _____

Date _____

1	Tender Fee	a. Tender fee ref no b. Bank c. Amount		
2	Bid Security	a. Bid Security Ref no b. Bank		
3	Form Annex A, B and C signed by Authorized Signatory		Yes	No
4	Offering specification of items as per tender documents		Yes	No
5	Quoted Currency as per tender documents		Yes	No
6	Accounting unit/Qty as per tender documents		Yes	No
7	Delivery Schedule as per tender documents		Yes	No
8	Country of origin of store			
9	Name of OEM:-			
10	Original Performa invoice (Mandatory)		Yes	No
11	Certified that there is no Deviation from tender documents conditions/ there is deviation from tender documents condition as per following details.		Yes	No
12	Blacklisting certificate.		Yes	No
13	Verifiable OEM Certificate		Yes	No
14	Warranty Period as per tender documents		Yes	No
15	ATPs provided		Yes	No

Note: Fill and/or mark Yes/No where required.

Signature of Firm Auth Signatory

List of Equipment for Warranty:			
Item	Product	Description	Qty
Symmetra UPS FOR DC:			
1	UPS with Hot Swappable Battery Modules	32kW (APC or equivalent), All-In-One. Scalable to 48kW, 400V, with Additional High-Performance Hot Swappable Battery Module, 4 x IT Power Distribution Module 3x1 Pole 3 Wire 32A 3xIEC309 300cm, 360cm, 420cm, 2 x Modular IT Power Distribution Cable Extender 3 Wire 32A IEC309 120cm, Including Network Management Card	2
In Row Cooling Unit:			
1	In Row Cooling Unit for Data Center	In Row APC, 40kW, 600mm Air Cooled, 380-415V, 50/60Hz, with humidifier, Leak Sensor Extension Cable - 20 ft (6.1 m)	2
		Condenser 46kw 230V/1 50H, Flooded Receiver, 20Litre 219mm diameter	2
Racks PDU's:			
1	Rack PDU's	Rack PDU 2G, Metered, ZeroU, 32A, 230V, (36) C13 & (6) C19	8
Environmental Monitoring system:			
1	Environmental Monitoring System	Rack Monitor 570 x 01. Temperature & Humidity Sensor x 3, Camera Pod 160 x 4, USB latching Repeater Cable, LSZH - 5m, 1 x 24 Port 10/100 Ethernet Switch for cooling, UPS, T&H Rack Sensors monitoring.	1
DCIM:			
1	DCIM	Data Center Infrastructure Management Expert	1
Fire Detection and Suppression System for Data Center:			
1	Fire Detection and Suppression System with VESDA	FM 200/ECARO-25 agent, Extinguishing Fire Control Panel , Optical Smoke Detector, Fire Alarm Bell, Fire Alarm Sounder, Abort Switch, Gas Cylinder, actuator & accessories with Installation open PVC Conduit (3/29)Cable, Sch. 40 pipe, Testing & Commissioning (Complete Job).	1
Electrical Panels:			
1	Electrical Panel,Power Distribution DBs	1. Prisma Plus - DC Main Panel (Including UPS's & Cooling Input and Lighting, Fire Panel etc.) as per equipment load	1
		2. Prisma Plus - Auto Phase Sequence Correction Panel with Surge Protection. As per DC load.	1