



BIDDING DOCUMENTS

***Procurement of Services of a Software House/ Firm under
Framework Agreement***

July 2022

Table of Contents

<i>PART A – BIDDING PROCEDURE & REQUIREMENTS</i>	3
SECTION I – INVITATION TO BID.....	3
SECTION II – INSTRUCTIONS TO BIDDERS (ITB)	4
SECTION III – BID DATA SHEET (BDS)	22
SECTION IV – EVALUATION CRITERIA.....	24
SECTION V – BID FORMS.....	25
A. Technical Proposal Forms	25
B. Financial Proposal Forms	25
SECTION VI – ELIGIBLE COUNTRIES.....	35
<i>PART B – SCHEDULE OF REQUIREMENTS</i>	36
SECTION VII – TECHNICAL REQUIREMENTS	37
SECTION VIII – DELIVERY SCHEDULE.....	40
<i>PART C – PROCURING AGENCY FORMS</i>	41
SECTION IX – TECHNICAL EVALUATION REPORT.....	42
SECTION X – NOTIFICATION OF INTENTION TO CONCLUDE THE FA/ FINAL EVALUATION REPORT	43
SECTION XI – NOTIFICATION TO CONCLUDE THE FA/NOTIFICATION OF AWARD OF CONTRACT	44
<i>PART D – FRAMEWORK AGREEMENT</i>	45
SECTION A – FRAMEWORK AGREEMENT GENERAL PROVISIONS (FAGP).....	48
SECTION B: FRAMEWORK AGREEMENT SPECIFIC PROVISIONS.....	54
SCHEDULE 1 – SCHEDULE OF REQUIREMENTS.....	56
SCHEDULE 2 – LETTER OF BID.....	57
SCHEDULE 3 – PRICE SCHEDULE	58
SCHEDULE 4 – NOTIFICATION OF AWARD OF CONTRACT.....	59
SCHEDULE 5 – ACCEPTANCE LETTER.....	60
SCHEDULE 6 – CALL-OFF CONTRACT GENERAL CONDITIONS OF CONTRACT.....	61
SCHEDULE 7: SPECIAL CONDITIONS OF CALL-OFF CONTRACT (SCC)	71
SCHEDULE 8 – PERFORMANCE GUARANTEE (BANK GUARANTEE)	73
SCHEDULE 9 – INTEGRITY PACT	74
SCHEDULE 10 – NON-DISCLOSURE AGREEMENT	75
SCHEDULE 11 – SUPPLIER CREATION FORM	78
SCHEDULE 12 – FORM FOR CALL-OFF ORDER.....	79

PART A – BIDDING PROCEDURE & REQUIREMENTS

SECTION I – INVITATION TO BID

Procurement of Services of a Software House/ Firm under Framework Agreement

RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022

This Invitation to Bids follows Invitation for Pre-Qualification Notice (IFP No. GSD (Proc. II) /ITG-Software Development Services/13736/2022) for the subject Procurement which appeared in the print media as well as websites of the Public Procurement Regulatory Authority and State Bank of Pakistan on **March 07, 2022**.

After the Pre-Qualification process, sealed bids are invited from pre-qualified bidders only.

The bidding shall be conducted in line with Rule 36 (b) – Single Stage Two Envelope Procedure of the Public Procurement Rules 2004 and other relevant Regulations, Regulatory Guides, Procurement Guidelines, or Instructions issued by the Authority (from time to time).

It is not permissible to transfer this invitation to any other firm.

These Bidding Documents include the following,

- (i) Part A – Bidding Procedure & Requirements
- (ii) Part B – Schedule of Requirements
- (iii) Part C – Procuring Agency Forms
- (iv) Part D – Framework Agreement

A Bid Securing Declaration in the format provided in the Bidding Documents must accompany all bids.

The original bid along with one copy, properly filled in, and enclosed in a sealed envelope must be delivered to the given address on or before **August 05, 2022, 11:00 AM (PST)**. The Bids and the Technical part of the Bids (as the case may be) will be opened on the same day at **11:30 AM (PST)** in the presence of bidders' representatives who choose to attend the opening at the Learning & Resources Center of the State Bank of Pakistan.

Joint Director

Procurement Division-II
General Services Department
4th Floor, BSC House, State Bank of Pakistan
I.I Chundrigar Road, Karachi
Tel: 021-3311-5420/5478
Email: gsd.proc2@sbp.org.pk

Please inform us through an email at gsd.proc2@sbp.org.pk latest by **July 25, 2022** that;

- (a) you have received the Invitation to Bid; and
- (b) whether you intend to submit a Bid or not

Looking forward to your participation.

Yours sincerely,

(Muhammad Irfan)
Assistant Director
021-3311-5478

SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

A. General	
1. Scope of Bid	1.1. In connection with the <i>“Invitation for Prequalification”</i> and subsequent prequalification of the Applicants, the Procuring Agency, as specified in the Bid Data Sheet (BDS), issues this set of Bidding Documents to the Prequalified Applicants inviting them to take part in the Primary Procurement Process for the procurement of Services, and this process may lead to Closed Framework Agreement being concluded with the successful Bidder. The name (including identification) of this Invitation to Bid is specified in the BDS. 1.2. Throughout this set of Bidding Documents: (a) “Call-off Contract” means a contract awarded, under a Closed Framework Agreement for the supply of Services; (b) “Closed Framework Agreement” means an agreement with specified terms and conditions with an agreed base price; (c) “Day” means a calendar day unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Agency. It excludes the official public holidays; (d) “Delivery Period” is the specified period from the date of formation of a Call-off Contract for delivery of the Services, as per the applicable terms and conditions. (e) “FA Supplier” means a Supplier with whom Frame Agreement is (or is to be) made; (f) “Framework Agreement (FA)” means a contractual arrangement that allows a procuring agency to procure services that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time through placement of several orders; (g) “In Writing” means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt; (h) “Primary Procurement Process” means the procurement process that results in concluding a Framework Agreement with a successful Bidder, as described in the Framework Agreement Standard Bidding Documents; (i) “Services” means work to be performed by the FA Supplier for the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Services are set out in Part-2 (Supply Requirements) and as a part

	of the Framework Agreement and particularly described in a Call-off Contract. (j) “Supplier” means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract to deliver the Services (and, if applicable Related Services) as and when required through Call-off Contract. A Supplier may also be referred to as a “FA Supplier”; (k) “Term” means the duration of a Framework Agreement starting on the Commencement Date. (l) if the context so requires, “singular” means “plural” and vice versa;
2. Source of Funds	2.1. NA
3. Fraud and Corruption	3.1. The Procuring Agency requires that the Applicants /Bidders/ Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts. 3.2. The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, FA Suppliers and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application/ Bid submission, Primary Procurement process, Framework Agreement performance and/ or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency. 3.3. Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide a record of the content of the communication. 3.4. Procuring Agency will reject a bid or proposal if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. 3.5. Procuring Agency will also declare the Bidder as blacklisted as per the predefined standard mechanism under Rule 19 of PPR-2004.
4. Eligible Bidders	4.1. All the Instructions to Applicants (ITAs) regarding “Eligible Applicants” shall mutatis mutandis apply; however, the ITA regarding the Conflict of Interest Clause is further elaborated in ITB 4.2. 4.2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for this Bidding

	process if the Bidder: (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; (b) receives or has received any direct or indirect subsidy from another Bidder; (c) has the same legal representative as another Bidder; (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services, that are the subject of the Bid; (f) or any of its affiliates have been hired (or is proposed to be hired) by the Procuring Agency in implementing the Framework Agreement or a Call-off Contract; or (g) Would be providing consulting services for the preparation or implementation of the project specified in the BDS ITB 1.1. (h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (i) has a close business or family relationship with a professional staff of the Procuring Agency who: i. are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or ii. Would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract. 4.3. Joint ventures and subcontracting are NOT allowed.
5. Eligible Services	All Services to be supplied under a Call-off Contract awarded under a Framework Agreement may have their origin in

	accordance with Section VI (Eligible Countries) .
B. Contents of the Bidding Documents	
6. Parts/Sections of Bidding Documents	6.1. The Bidding documents consist of Parts A, B, C, and D which include all sections, schedules, and annexes and should be read in conjunction with any addenda issued in accordance with ITB 8. PART A – BIDDING PROCEDURE & REQUIREMENTS • Section I – Invitation to Bid • Section II - Instructions to Bidders (ITB) • Section III - Bidding Data Sheet (BDS) • Section IV - Evaluation Criteria • Section V - Bidding Forms • Section VI - Eligible Countries (Same as that of Section V of Part 1 - Prequalification Process) PART B – SCHEDULE OF REQUIREMENTS • Section VII - Technical Requirement • Section VIII – Delivery Schedule PART C – PROCURING AGENCY FORMS • Section IX – Final Evaluation Report • Section X – Notification of Intention to Conclude the FA/ Final Evaluation Report • Section XI - Notification to Conclude the Framework Agreement/ Notification of Award PART D – FRAMEWORK AGREEMENT (FA) • Section A: Framework Agreement General Provisions • Section B: Framework Agreement Specific Provisions • Schedule 1: Schedule of Requirements • Schedule 2: Letter of Bid (from Primary Procurement process) • Schedule 3: Price Schedule • Schedule 4: Notification of Award of Contract • Schedule 5: Acceptance Letter • Schedule 6: Call-off Contract: General Conditions of Contract (GCC) • Schedule 7: Call-off Contract: Special Conditions of Contract (SCC) • Schedule 8: Performance Guarantee • Schedule 9: Integrity Pact • Schedule 10: Non-Disclosure Agreement • Schedule 11: Supplier Creation Form • Schedule 12: Form for Call-off Order 6.2. Unless obtained directly from the Procuring Agency after the conclusion of the Prequalification Process, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 8. In case of any

	contradiction, documents obtained directly from the Procuring Agency shall prevail. 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
7. Clarification of Bidding Documents	7.1. A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency's address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, if such request is received before the deadline for submission of Bids within a period specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response on the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 8 and in accordance with provisions of ITB 22.2. 7.2. If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a Pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification against any other aspects of the Bidding Documents mentioned at ITB 6. 7.3. Minutes of the Pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have been prequalified and obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary because of the Pre-Bid meeting shall be made by the Procuring Agency exclusively by an Addendum pursuant to ITB 8. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Documents	8.1. At any time before the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addendum/addenda. 8.2. Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Procuring Agency in accordance with ITB 6.3. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1:

	Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier before the issuance of any such addendum shall have, the right to withdraw his already filed Bid and submit the revised Bid before the original or extended Bid submission deadline. 8.3. To give prospective Bidders reasonable time to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2: Provided that the Procuring Agency shall extend the deadline for submission of Bid if such an addendum is issued within the last three (03) days of the Bid submission deadline.
C. Preparation of Bids	
9. Cost of Bidding	9.1. ITA 9.1 (Section I – Instructions to Applicants of Pre-Qualification Document) regarding “ Cost of Applications ” shall mutatis mutandis apply.
10. Language of Bid	10.1. ITA 10.1 (Section I – Instructions to Applicants of Pre-Qualification Document) regarding “ Language of Application ” shall mutatis mutandis apply.
11. Documents Comprising the Bid	11.1. The Bid shall comprise the following: a) Letter of Bid prepared in accordance with ITB 12; b) Price Schedule completed in accordance with ITB 12 and ITB 14; c) Authorization Letter: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; d) any other documents required in the BDS. 11.2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. Letter of Bid and Price Schedule	12.1. The Letter of Bid and Price Schedule shall be prepared using the relevant forms furnished in Part A - Section V (Bidding Forms) . The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3 . All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1. Alternative Bids shall NOT be permitted in this Primary Procurement process.
14. Bid Prices	14.1. The prices quoted by the Bidder in the Letter of Bid and the Price Schedule shall conform to the requirements specified below.

	(a) Bidders shall provide their prices in the Price Schedule, as specified in the BDS. (b) The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be, as specified in the BDS. (c) The price shall be quoted as specified in the Price Schedule included in Part A - Section V (Bidding Forms).
15. Currency of Bid and Payment	15.1. The currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in Pak Rupees unless otherwise specified in the BDS .
16. Documents Establishing the Eligibility and Conformity of Services	16.1. To establish the eligibility of the Services in accordance with ITB 5 , Bidders shall complete the Technical Responsiveness/ Compliance Form included in Part A - Section V (Bidding Forms) .
17. Documents Establishing the Eligibility and Qualifications of the Bidder	17.1. To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Part A - Section V (Bidding Forms). 17.2. The documentary evidence of the Bidder's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract, if awarded, shall establish to the Procuring Agency's satisfaction.
18. Period of Validity of Bids	18.1. Bids shall remain valid for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. 18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.
19. Bid Security or Bid Securing Declaration	19.1. No Bid Security is required in relation to this Primary Procurement process; however, the bidders may be required to sign Bid Securing Declaration, as per the format given in the Bidding Documents.
20. Format and Signing of Bid	20.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it " ORIGINAL ." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them " COPY ." In the event of any discrepancy between the original and the copies, the original shall prevail.

	20.2. Bidders shall mark as "CONFIDENTIAL" information in their Bids that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. 20.3. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
D. Submission and Opening of Bids	
21. Sealing and Marking of Bids	21.1. The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and (b) in an envelope marked "COPIES", all required copies of the Bid; and, 21.2. The inner and outer envelopes, shall: (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) Bear a warning not to open before the time and date for Bid opening. 21.3. If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
22. Deadline for Submission of Bids	22.1. Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS. 22.2. If required in accordance with the provisions of ITB 8.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.

23. Late Bids	23.1. The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
24. Withdrawal, Substitution, and Modification of Bids	24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be: (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and (b) Received by the Procuring Agency prior to the deadline prescribed for submission of bids, in accordance with ITB 22. 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. 24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
25. Bid Opening	25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Procuring Agency shall, at the bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. 25.2. First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. 25.3. Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid

	opening. 25.4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. 25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; Unit Price as well as the Bid Prices, including any unconditional discounts, and any other details, as the Procuring Agency may consider appropriate. 25.6. Only Bids that are opened and read out at bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedule are to be initialed by representatives of the Procuring Agency attending the Bid opening. 25.7. The Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1). 25.8. The Procuring Agency shall prepare a record of the Bid opening that shall include, as a minimum; (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; (b) the Bid Price; 25.9. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders if deemed necessary by the Procuring Agency.
E. Evaluation and Comparison of Bids	
26. Confidentiality	26.1. The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be subject to Rule 41 of PPR-2004. Any effort by a Bidder to influence the procuring agency’s processing of bids or award decisions may result in the rejection of its Bid.
27. Clarification of Bids	27.1. To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the

	correction of arithmetic errors discovered by the Procuring Agency in the Evaluation of the Bids, in accordance with ITB 31. 27.2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.
28. Deviations, Reservations, and Omissions	28.1. During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
29. Determination of Responsiveness	29.1. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. 29.2. A substantially responsive Bid meets the terms and conditions, and the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) If accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights, or the Bidder's obligations under the Framework Agreement; or (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. 29.3. The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Part B (Schedule of Requirements) have been met without any material deviation or reservation, or omission. 29.4. If a Bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions	30.1. Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid. 30.2. If a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
31. Correction of Arithmetical Errors	31.1. Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis: (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 31.2. Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.
32. Conversion to Single Currency	32.1. For evaluation and comparison purposes, in case multiple currencies are allowed by the procuring agency, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
33. Preferences	33.1. No margin of preference shall apply in the Primary Procurement process unless specified otherwise in BDS.
34. Evaluation of Bids	34.1. The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section IV (Evaluation Criteria) in deciding to conclude a Framework Agreement. No other evaluation criteria or methodologies shall be permitted. 34.2. To evaluate a Bid, the Procuring Agency shall consider the following:

	(a) evaluation will be done, as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14; (b) correction of arithmetic errors made in accordance with ITB 31.1; (c) converting the amount resulting from applying (a) to (b) above, if applicable, to a single currency in accordance with ITB 32; (d) rectification of price due to quantifiable non-material non-conformities in accordance with ITB 30.3; and (e) The additional evaluation factors are specified in Section IV, Evaluation Criteria. 34.3. If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement-Bid evaluation. 34.4. The Procuring Agency's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the performance, terms, and conditions of purchase of the Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids unless otherwise specified in the BDS from amongst those set out in Section IV (Evaluation Criteria). The criteria and methodologies to be used shall be as specified in ITB 34.2(e). 34.5. After the technical evaluation is completed, the Procuring Agency shall notify those Bidders whose Proposals were considered non-responsive to the Bidding Documents and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and contract signing. The Procuring Agency shall simultaneously notify in writing those Bidder(s) who achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals subject to Rule 35 of Public Procurement Rules-2004 (PPR-2004). 34.6. Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of the proposal may lodge a written complaint concerning the grievances within seven days of the announcement of the technical evaluation report, as per Rule 48 of PPR-2004. 34.7. The financial opening should take place after a lapse of standstill period from the date of announcement of technical
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	evaluation and it should allow the Bidders sufficient time to arrange for attending the opening. Bidder(s) attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional. 34.8. The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Bidder and the overall technical scores shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall then be opened, and the total prices will be read aloud and recorded. Since the lump-sum framework agreement form is included in the Bidding documents, the bidder is deemed to have included all prices in the financial proposal. 34.9. Once the final/combined evaluation report is published, any firm feeling aggrieved may file a written complaint concerning its grievances within five days after issuance of the final evaluation report, as per Rule 48 of PPR-2004.
35. Comparison of Bids.	35.1. The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the ranking of Bids based on the lowest evaluated cost.
36. Qualification of the Bidder(s)	36.1. The Procuring Agency may ask the Bidders to establish that their qualification is still established as determined during the prequalification process, and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
37. Procuring Agency's Right to Accept or Reject All Bids	37.1. The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
38. Standstill Period	38.1. The Framework Agreement shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be fifteen (15) Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement/Final Evaluation Report under Rule 35 of PPR-2004.
39. Notification of Intention to Conclude a Framework Agreement/Final Evaluation Report	39.1. The Procuring Agency shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement/Final Evaluation Report with the successful Bidder. It shall contain, at a minimum, the following information: (a) the name and address of the Bidder submitting the successful Bid;

	(b) the price of the Successful Bid, or pricing mechanism; (c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement is addressed) was unsuccessful unless the price or pricing mechanism(s) information in (c)) above already reveals the reason; (e) the expiry date of the Standstill Period; (f) Instructions on how to request a debriefing and/or raise queries during the standstill period.
F. Conclusion of a Framework Agreement	
40. Framework Agreement Criteria	40.1. This is a Closed Framework Agreement. 40.2. The Procuring Agency shall specify in the BDS and/or Section IV (Evaluation Criteria), the criteria that will apply in the selection of Bidder, with whom a Framework Agreement may be concluded.
41. Notification to Conclude a Framework Agreement/Notification of Award	41.1. Before the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 38.1 or any extension thereof, and upon satisfactorily addressing the complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder a Notification to Conclude a Framework Agreement/Notification of Award, attaching the Framework Agreement for signature by the Bidder.
42. No Obligation to Utilize the Services	42.1. The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to utilize any Services under the Framework Agreement.
43. Non-exclusivity	43.1. This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.
44. Signing the Framework Agreement	44.1. Unless an earlier deadline is stipulated in the BDS, the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.
45. Grievance Redressal Mechanism	45.1. In compliance with Rule 48 of PPR-2004, Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of the person with proper power and authorization to address the complaint. The GRC shall not have any of the members of the Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.

	45.2. Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to a provision of the Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline. 45.3. 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 no later than seven (07) days of the announcement of the technical evaluation report and five (5) days after the issuance of the final evaluation report. 45.4. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. 45.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection to the technical evaluation of the report: Provided that the complainant may object to any part of the final evaluation report in the case where a single-stage One-Envelop bidding procedure is adopted. 45.6. The GRC, in both cases, shall investigate and decide upon the complaint within ten (10) days of its receipt. 45.7. Any bidder or the procuring agency not satisfied with the decision of the GRC may file an Appeal before the Appellate Committee of the Authority in the prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”. 45.8. The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect, shall serve notices in writing upon all the parties to Appeal 45.9. The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within the prescribed time. 45.10. The committee may after examination of the relevant record and hearing all the concerned parties, shall decide on the complaint within fifteen (15) days of receipt of the Appeal. 45.11. The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
46. Adjustment to the Base Price	46.1. The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions.

G. Blacklisting Mechanism	
47. Blacklisting Mechanism	47.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: (i) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; or (ii) Fails to perform his contractual obligations; or (iii) Fails to abide by the bid securing declaration; 47.2. The show-cause notice shall contain: (a) the precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) The statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies. 47.3. The procuring agency shall give a minimum of seven days to the bidder or contractor for submission of a written reply to the show-cause notice. 47.4. In case, the bidder or contractor fails to submit a written reply within the requisite time, the Procuring Agency may issue notice for a personal hearing to the bidder or contractor/authorized representative of the bidder or contractor and the procuring agency shall decide the matter based on the available record and personal hearing if availed. 47.5. In case the bidder or contractor submits a written reply to the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for a personal hearing. 47.6. The Procuring Agency shall give a minimum of seven days to the bidder or contractor to appear before the specified officer of the Procuring Agency for a personal hearing. The specified officer shall decide the matter based on the available record and personal hearing of the bidder or contractor if availed. 47.7. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of the personal hearing shall be reckoned from the last date of personal hearing.

	47.8. The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority. 47.9. Such blacklisting or barring action shall be communicated by the procuring agency to the Public Procurement Regulatory Authority and respective bidder or bidders in the form of a decision containing the grounds for such action. The Public Procurement Regulatory Authority shall publicize the same after examining the record whether the procedure defined in the blacklisting and debarment mechanism has been adhered to by the procuring agency. 47.10. The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of a review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of the filing of the review petition 47.11. The committee shall serve a notice in writing upon all respondents of the review petition. The notices shall be accompanied by the copies of the review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit. 47.12. The Public Procurement Regulatory Authority based on the decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Public Procurement Regulatory Authority shall be final.
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SECTION III – BID DATA SHEET (BDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in **ITB**.

Reference	Description
ITB 1.1 and 1.2	The Procuring Agency is the: State Bank of Pakistan The name of the ITB is: Procurement of Services of a Software House/ Firm under Framework Agreement
ITB 1.2 (h) or (j)	This Primary Procurement intends to conclude a Single-Supplier Framework Agreement .
1.2 (k)	The Framework Agreement shall be for a term of one year from the commencement date stated in the Framework Agreement. If applicable, any extension in the Contract shall be subject to PPR-2004 and other relevant Regulations, Guidelines, or Instructions issued by the Public Procurement Regulatory Authority (PPRA).
ITB 7.1	For clarification of Bid purposes only, the Procuring Agency's address is: <u>Joint Director</u> Procurement Division II, General Services Department, SBP Banking Services Corporation (SBP BSC), 4th Floor BSC House, I.I. Chundrigar Road, Karachi Email: gsd.proc2@sbp.org.pk, Tel: +92-21-3311-5420/5478 Requests for clarification should be received by the Procuring Agency no later than seven (07) days before the deadline for submission of Bids.
ITB 10.1	The language of the Bid/all relevant correspondence shall be in English/Urdu .
ITB 11.1 (d)	Documents related to the evaluation criteria/scope of services, as desired by the Procuring Agency.
ITB 14.2	Prices quoted shall correspond to <i>all requirements</i> specified in the Price Schedule/Schedule of Requirement.
ITB 14.3	The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total bid price for the specified services, as applicable.
ITB 15.1	The Bidder is required to quote in the Pak Rupees only .
ITB 18.1	The Bid validity period shall be 180 days .
ITB 20.1	In addition to the original of the Bid, the One Copy is to be delivered to the Procuring Agency.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall be based on the authorization letter given in Section V (Bidding Forms) .
ITB 22.1	All bids must be submitted on or before August 05, 2022 at 11:00 AM (PST) at the given address;

	<u>Joint Director</u> Procurement Division II, General Services Department, SBP Banking Services Corporation (SBP BSC), 4th Floor BSC House, I.I. Chundrigar Road, Karachi Email: gsd.proc2@sbp.org.pk, Tel: +92-21-3311-5420/5478 <u>Bidders shall not have the option of submitting their Bids electronically.</u>
ITB 25.1	The Bid opening shall take place on August 05, 2022 at 11:30 AM (PST) at the given address; SBP Banking Services Corporation Learning & Resource Center, State Bank of Pakistan I.I Chundrigar Road, Karachi, Pakistan Email: gsd.proc2@sbp.org.pk, Tel: +92-21-3311-5420/5478
ITB 32.1	Conversion of currencies is not applicable as the bid currency is Pak. Rupees only.
ITB 34.2(a)	Evaluation will be done for complete requirements.
ITB 34.4	No additional factors for evaluation other than those already mentioned.
ITB 40	The Procuring Agency will conclude the Framework Agreement with the Bidder, whose Bid has been determined to be the Most Advantageous after determination of substantial responsiveness to the requirements of Bidding Documents, Technical Compliance and lowest evaluation cost.
ITB 44	The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.

SECTION IV – EVALUATION CRITERIA

Sr.#	Minimum Eligibility/Qualification Criteria	Means of verification
1	Confirmation that the status of the bidder against the following parameters of Pre-Qualification Applications remains the same as disclosed earlier: That your firm; i. Appear on the Active Tax Payers List of FBR ii. Is incorporated/ registered in Pakistan. iii. Possess at least 4 years of experience in Software development including Oracle Application Express, Oracle Forms and Report, and Oracle Database iv. Has a team of Software Development Experts in each of the following areas: a. At least four Software Development Experts of Oracle Development Platform (Forms, Reports), including Database (SQL, PL/SQL, and SQL*Loader Languages & Tools). b. At least 3 Software Development Experts of Oracle Application Express (APEX) v. Has never been blacklisted or debarred by any organization and is not on the sanctioned list of NACTA (National Counter Terrorism Authority) vi. Has a Sales Turnover of at least PKR 10 million per annum in any of the last three financial years.	Undertaking on Rs. 100 Stamp Paper by reproducing the text given in Sr. 1.

SECTION V – BID FORMS

Table of Forms

A. **Technical Proposal Forms**

For submission of the technical proposal, kindly note the requirements mentioned below:

- **TECH. 1:** Authorization Form for Bidder's Representative
- **TECH. 2:** Letter of Bid (Primary Procurement)
- **TECH. 3:** Bid-Securing Declaration Form
- **TECH. 4:** Declaration of Beneficial Owners' Information
- **TECH. 5:** Technical Responsiveness/Compliance Form

B. **Financial Proposal Forms**

One (1) original, every page must be signed and stamped. For submission of a financial proposal, kindly note the requirements mentioned below:

- **FIN. 1:** Letter of Financial Proposal (Primary Procurement)
- **FIN. 2:** Price Schedule (Single Framework Agreement)

Note

- i. *Every page of the Original Bid must be signed and stamped and additional copies must be made from the original proposal.*
- ii. *One (1) original and only one (1) copy of the bid should be submitted.*
- iii. *For evaluation purposes, the Procuring Agency may require a softcopy of the Technical Proposal, only after the opening of the Bids/Technical Proposals on a specified date, time and venue.*

Technical Proposal Forms

TECH. 1 - AUTHORIZATION FORM FOR BIDDER'S REPRESENTATIVE

Title: Procurement of Services of a Software House/ Firm under Framework Agreement

Date of this Bid submission: **DD-MM-YYYY**

Request for Bid No.: RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022

We, **M/s <Firm Title>** , incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at **<complete business address>** do hereby nominate **Mr./Ms. <Complete Name>**, **<Designation>**, CNIC# **<xxxxxx-xxxxxxx-x>** as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder:

Date:

Title: Procurement of Services of a Software House/ Firm under Framework Agreement

Date of this Bid submission: DD-MM-YYYY

Request for Bid No.: RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022

To,

Director

General Services Department

SBP Banking Services Corporation (HOK)

4th Floor BSC House, I. I. Chundrigar Road,

Karachi, Pakistan.

We, the undersigned, declare that:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;
- (c) **Eligible Services:** If we conclude a Framework Agreement, the Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be provided in accordance with **ITB 5** and Section VI, Eligible Countries.
- (d) **Bid Securing Declaration:** "We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration in Pakistan.
- (e) **Conformity:** We offer to supply, in conformity with the Bidding Documents and accordance with Part B (Schedule of Requirements) of the Bidding Documents;
- (f) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 22.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Guarantee:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance guarantee;
- (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned **enterprise**];*
- (j) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency to avail of Services during the Term of the Framework Agreement.
- (k) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation, or obligation has been made by the Procuring Agency in respect of the total quantum of services that may be ordered by it, in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid based on any such undertaking, statement, promise, or representation.

- (l) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bids without assigning any justification as per Public Procurement Rules 2004.
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Sincerely,

Name of the Bidder: [insert complete name of the Bidder]

Name of the duly authorized person to sign the Bid on behalf of the Bidder: [insert complete name of the person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of the person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

TECH. 3 – BID-SECURING DECLARATION

Title: Procurement of Services of a Software House/ Firm under Framework Agreement

Date of this Bid submission: DD-MM-YYYY

Request for Bid No.: RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022

To:

Director

General Services Department

SBP Banking Services Corporation (HOK)

4th Floor BSC House, I. I. Chundrigar Road,

Karachi, Pakistan.

We, the undersigned, declare that:

We understand that, according to your conditions, a Bid Securing Declaration must support the Bid.

We accept that we will be blacklisted and henceforth cross debarred for participating in the respective category of public procurement proceedings for a period of (not more than) six months if fail to abide by a bid securing declaration, however without indulging in corrupt and fraudulent practices if we are in breach of our obligation(s) under the Bid conditions because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreed to an arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity;
 - i. failed to sign the contract if required by Procuring Agency to do so, or
 - ii. failed or refused to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Sincerely,

Name of the Bidder: [insert complete name of the Bidder]

Name of the duly authorized person to sign the Bid on behalf of the Bidder: [insert complete name of the person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of the person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

TECH.4 - DECLARATION OF BENEFICIAL OWNERS' INFORMATION**Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority**

1. Name	
2. Father's Name/Spouse's Name	
3. CNIC/NICOP/Passport no.	
4. Nationality	
5. Residential address	
6. Email address	
7. The date on which shareholding, control, or interest was acquired in the business.	

8. In case of indirect shareholding, control, or interest being exercised through intermediary companies, entities, or other legal persons or legal arrangements in the chain of ownership or control, the following additional particulars are to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/ Limited Liability Partnership/ Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding the number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s)

Name of Authorized Person: _____

Signature: _____

Date: _____

To,

Director

General Services Department
SBP Banking Services Corporation (HOK)
Fourth Floor BSC House, I. I. Chundrigar Road,
Karachi, Pakistan.

We, the undersigned, unconditionally accept all stated Terms and Conditions under **ITB 6 – Parts/Sections of the Bidding Documents**, reproduced as under,

Description	Bidder Response (Yes/No)
PART A – BIDDING PROCEDURE & REQUIREMENTS - Section I – Invitation to Bid - Section II - Instructions to Bidders (ITB) - Section III - Bidding Data Sheet (BDS) - Section IV - Evaluation Criteria - Section V - Bidding Forms - Section VI - Eligible Countries (Same as that of Section V of Part 1 - Prequalification Process)	
PART B – SCHEDULE OF REQUIREMENTS - Section VII – Technical Requirements - Section VIII – Delivery Schedule	
PART C – PROCURING AGENCY FORMS - Section IX – Technical Evaluation Report - Section X – Notification of Intention to Conclude the FA/ Final Evaluation Report - Section X – Notification to Conclude FA/Notification of Award of Contract	
PART D – FRAMEWORK AGREEMENT (FA) - Section A: Framework Agreement General Provisions - Section B: Framework Agreement Specific Provisions - Schedule 1: Schedule of Requirements - Schedule 2: Letter of Bid (from Primary Procurement process) - Schedule 3: Price Schedule - Schedule 4: Notification of Award of Contract - Schedule 5: Acceptance Letter - Schedule 6: Call-off Contract: General Conditions of Contract (GCC) - Schedule 7: Call-off Contract: Special Conditions of Contract (SCC) - Schedule 8: Performance Guarantee - Schedule 9: Integrity Pact - Schedule 10: Non-Disclosure Agreement - Schedule 11: Supplier Creation Form - Schedule 12: Form for Call-off Order	

Official Seal & Signature of Bidder:

Date:

Financial Proposal Forms

FIN. 1 - LETTER OF FINANCIAL PROPOSAL (PRIMARY PROCUREMENT)

Title: Procurement of Services of a Software House/ Firm under Framework Agreement

Date of this Bid submission: DD-MM-YYYY

Request for Bid No.: RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022

To,

Director

General Services Department

SBP Banking Services Corporation (HOK)

4th Floor BSC House, I. I. Chundrigar Road,

Karachi, Pakistan.

We, the undersigned, declare that:

- (a) **Letter of Bid:** We confirm and comply with all requirements of the Letter of Bid.
- (b) **Bid Price:** “The total price of our Bid as per the Price Schedule (Single Supplier Framework Agreement) is: [insert the total price of the Bid in words and figures]”

Sincerely,

Name of the Bidder: [insert complete name of the Bidder]

Name of the duly authorized person to sign the Bid on behalf of the Bidder: [insert complete name of the person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of the person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

FIN. 2 – PRICE SCHEDULE (SINGLE SUPPLIER FRAMEWORK AGREEMENT)

Description	Per Workday Rate (Rs.)	Applicable Sindh Sales Tax (Rs.)	Total Rate (Rs.) (Inclusive of Applicable Indirect Sales Tax)
	A	B=A x SST	C=A+B
Software Development Services (SRS to Go Live and post implementation support)			
Note: i. A Workday is defined as the time in hours to be spent in one working day as per the standard working hours defined by SBP for the accomplishment of a software development project. ii. The bidder is required to quote the unit rate for one workday by foreseeing its all costs associated to the completion of any particular project. iii. The total number of workdays shall be conveyed to the bidder in each Call-Off Order. iv. No advance/extra payment will be made to the bidder. v. The quoted rate will be fixed during the currency of Framework Agreement. The contract rates “is not” subject to any price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract rates would be adjusted accordingly. vi. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.			

SECTION VI – ELIGIBLE COUNTRIES

Services from the following countries are excluded from this procurement process:

1. Countries Sanctioned by UN.
2. Countries not having trade relations with the Islamic Republic of Pakistan.

PART B – SCHEDULE OF REQUIREMENTS

- **Section VII:** Technical Requirements
- **Section VIII:** Delivery Schedule

SECTION VII – TECHNICAL REQUIREMENTS

The Bidders are required to submit their bids keeping in view following technical requirements. However, the Procuring Agency shall issue Call-Off Order(s) for the specific software development requirements on need basis. An initial list of software requirements finalized during the current year is given below:

1. General Mechanism

For each Software development project, following process will be followed:

- a. The SBP will nominate a Project Manager who will be point of contact from SBP side along with details of development team to be deployed at SBP.
- b. Bidder will also nominate a Project Manager for each project who will be responsible for managing the project from bidder's side.
- c. SBP will provide the Business Requirement Document (BRD) to the selected Bidder for each software project.
- d. Selected Bidder will review the BRD and perform detailed complete analysis of the business requirements in coordination with SBP technical team and the concerned business users.
- e. Selected Bidder will then develop the System Requirement Specifications (SRS) document. Along with other details, the SRS document will contain objectives, functional, technical architecture, database & security designs specifications, estimated Work days, timelines and implementation plan.
- f. The Technical Team of SBP will review the SRS in coordination with business users. For each project, decision related to workdays and timelines will be taken by SBP in consultation with selected Bidder.
- g. In the event of changes / enhancement in the agreed scope of work of a project, the SBP after thorough review will issue Change Order for revised scope after approval by the competent forum/authority of SBP. Accordingly the project implementation schedules will be duly amended with mutual consultation.
- h. SBP will issue a **Call-off Order** for each project mentioning project deliverables, completion deadline and payment schedule. Payments will be released upon completion of agreed milestones e.g. 20% upon submission of SRS, 30% after development is completed, 30% after UAT completion and 20% payment may be released after 1 month of Go Live. No extra payment will be made in case of any delays due to Bidder side. No advance payment will be given to Bidder.
- i. The selected bidder will be responsible to ensure end to end quality assurance, performance & stress testing, security assessment (including code penetration testing) and highly friendly UI/UX customer journey of the developed software.
- j. Quality assurance of software and deployment on production instance will be performed by SBP technical team with the facilitation of Bidder.

2. Development Framework

- a. The applications development platform will be Oracle Apex using Oracle, SQL. DB2 or any other Relational Database as prescribed by SBP.
- b. The selected bidder can utilize any other supplementary tools such as Java Scripts, Java, DotNet, PHP or Web Application Construction items such as CSS, Mobile App Frameworks etc. wherever required with the mutual consent.
- c. The selected bidder will also be responsible to perform all Application Programming Interfaces (API) and integrations at any other layer using secure mechanisms and for this purpose, may utilize standard integration tools and platforms with the consent of SBP.
- d. The primary operating platforms for all such software are Linux and MS-Windows Server for which specific version will be communicated at the time of Analysis.

3. Lead Time for Call-Off Order

- a. Lead time of 5-20 working days may be given to bidder before start of each project depending upon project length for resource mobilization.
- b. SBP will determine the priority of each project and may require development of at least 03 projects in parallel. Moreover, around 10% projects will be of high priority in which lead time will not be given to Bidder.
- c. SBP will decide the priority of the projects according to business requirements and timelines.

4. Location of Services

- a. The location of development will be decided by SBP including possible options of On-premises, Off-Premises, using remote access to SBP development environment and/or Cloud based development.
- b. Remote access to SBP Live environment will not be allowed in any case, unless the critical circumstances warrant so with due diligence and clearance from SBP.
- c. The bidder shall be solely responsible for arranging the suitable team/resource for the delivery of services. Moreover, SBP shall not pay any additional amount for commute of bidder's resource to/from the location of services i.e. State Bank of Pakistan, I.I. Chundrigar Road, Karachi

5. Post-Deployment/Delivery Support

- a. The selected bidder shall be responsible to complete the delivery and implementation of assignments including at least one month post implementation support for all the items ordered during currency of the contract.

6. Software Security Requirements

1. To mitigate the operational and financial risk, it is important that the Vendor should develop and build software in accordance with industry security standards. Vendor should meet all the requirements of OWASP top 10 (Open Web Application Security Project).
2. Developed software should have the capability to produce comprehensive audit and security logs as per the requirements of SBP, wherever applicable. Additionally, software and its relevant system components should have the capability to integrate with Bank's SIEM platform, wherever applicable. Details of Logs types including but not limited to:

S. No.	Logs Types
1	Non Admin Users Activity logs
2	Privilege Users Activity logs
3	System Administrator creation/revocation logs
4	User Enable/Disable logs
5	User lockout logs
6	User Creation/Modification/Deletion logs
7	Role Assignment/Modification/Revocation logs
8	Application Critical Services Start/Stop logs

3. Vendor will be responsible to fix all security vulnerabilities in the application identified by SBP.

7. Confidentiality:

- a. The successful bidder shall be required to sign a Non-Disclosure Agreement.
- b. The documents/reports/maps/data and/or software etc. which shall be used by the Bidder may contain highly sensitive data. Thus, the Bidder shall not use any of the documents/ reports/maps/data and/or

software etc. which are either property of SBP or shall be prepared for this assignment for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.

- c. All documents/reports/maps/data and/software/source codes etc., in part or whole, shall invariably become and remain the property of SBP.

The Bidder shall neither be allowed to retain copies of the data in any digital or other form besides the documents, reports and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.

SECTION VIII – DELIVERY SCHEDULE

“Delivery Period” is the specified period from the date of placement of the Call-Off Order for the delivery of the Services. SBP shall convey the total number of required workdays (delivery schedule) in each Call-Off Order.

PART C – PROCURING AGENCY FORMS

- **Section IX:** Technical Evaluation Report
- **Section X:** Notification of Intention to Conclude the Framework Agreement/Final Evaluation Report
- **Section XI:** Notification to Conclude the Framework Agreement/Notification of Award

SECTION IX – TECHNICAL EVALUATION REPORT

This Technical Evaluation Report notifies you of our decision of Technical Evaluation under Rule 35 of PPR-2004. The transmission of this Report begins the Standstill Period. During the Standstill Period, you may submit a related query under Rule 48 of PPR-2004.

TECHNICAL EVALUATION REPORT **(As Per Rule 35 of PP Rules, 2004)**

1. Name of Procuring Agency:
2. Method of Procurement:
3. Title of Procurement:
4. Tender Inquiry No.:
5. PPRA Ref. No. (TSE):
6. Date & Time of Bid Closing:
7. Date & Time of Bid Opening:
8. No of Bids Received:
9. Criteria for Bid Evaluation:
10. Details of Bid(s) Evaluation:

Name of Bidder	Technical Marks (if applicable)	Rule/Regulation/SBD*/Policy/ Basis for Technical Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
(Add Columns if Required)		

11. Any other additional / supporting information, the procuring agency may like to share.

Signature:

Official Stamp:

**Standard Bidding Documents (SBD).*

SECTION X – NOTIFICATION OF INTENTION TO CONCLUDE THE FA/ FINAL EVALUATION REPORT

This Notification of Intention to conclude Framework Agreement/Final Evaluation Report notifies you of our decision to conclude the above Framework Agreement. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- (i) request a debriefing concerning the evaluation of your Bid, and/or
- (ii) Submit a Procurement-related query concerning the decision to conclude the Framework Agreement.

FINAL EVALUATION REPORT **(As Per Rule 35 of PP Rules, 2004)**

1. Name of Procuring Agency:
2. Method of Procurement:
3. Title of Procurement:
4. Tender Inquiry No.:
5. PPRA Ref. No. (TSE):
6. Date & Time of Bid Closing:
7. Date & Time of Bid Opening:
8. No of Bids Received:
9. Criteria for Bid Evaluation:
10. Details of Bid(s) Evaluation:

Name of Bidder	Marks		Evaluated Cost	Rule/Regulation/SBD*/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
	Technical (if applicable)	Financial (if applicable)		
(Add Columns If Required)				

Most Advantageous Bidder:.....

11. Any other additional / supporting information, the procuring agency may like to share.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

SECTION XI – NOTIFICATION TO CONCLUDE THE FA/NOTIFICATION OF AWARD OF CONTRACT

To:

[Name and address of successful Bidder]

Subject: **Notification of Award of Contract – Procurement of Services of a Software House/ Firm under Framework Agreement**

Dear Concern,

Concerning the subject, I am pleased to inform you that the bid submitted by **(Name of Successful Bidder)** against the tender titled *Procurement of Services of a Software House/ Firm under Framework Agreement (RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022)* has been accepted at the total quoted price of Rs. (Amount in figures and words), inclusive applicable taxes.

Kindly, acknowledge the receipt of this Notification of Award and submit a Letter of Acceptance latest by **DD-MM-YYYY** to ensure timely signing and execution of the contract.

Authorized Signature:

Name:

Title/position:

Name of Agency:

Telephone:

Email:

Attachment: Framework Agreement

PART D – FRAMEWORK AGREEMENT



Framework Agreement

Procurement of Services of a Software House/ Firm under Framework Agreement

Between

State Bank of Pakistan

AND

(Name of Successful Bidder)

July 2022

FRAMEWORK AGREEMENT

This Framework Agreement titled ***Procurement of Services of a Software House/ Firm under Framework Agreement*** is made on the [insert: number] day of [insert: month], 2022

Between

State Bank of Pakistan was incorporated under the State Bank of Pakistan Act, 1956, here in after called the **Procuring Agency**.

And

(Name of Successful Bidder) a corporation incorporated under the laws of *[insert country of Supplier]* and having its principal place of business at *[insert Supplier's address]* (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules and any amendments, listed subsequently.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Services to the Procuring Agency during the Term of the Framework Agreement, as and when the Procuring Agency wishes to requisition them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

- **Section A:** Framework Agreement General Provisions
- **Section B:** Framework Agreement Specific Provisions
- **Schedule 1:** Schedule of Requirements
- **Schedule 2:** Letter of Bid (from Primary Procurement process)
- **Schedule 3:** Price Schedule
- **Schedule 4:** Notification of Award of Contract
- **Schedule 5:** Acceptance Letter
- **Schedule 6:** Call-off Contract: General Conditions of Contract (GCC)
- **Schedule 7:** Call-off Contract: Special Conditions of Contract (SCC)
- **Schedule 8:** Performance Guarantee
- **Schedule 9:** Integrity Pact
- **Schedule 10:** Non-Disclosure Agreement
- **Schedule 11:** Supplier Creation Form
- **Schedule 12:** Form for Call-off Order

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of the Islamic Republic of Pakistan on the day, month and year indicated above.

For and on behalf of the State Bank of Pakistan	For and on behalf of the (Name of Successful Bidder)
<i>[Authorized Representative] (Name, Designation, Official Stamp and signature)</i>	<i>[Authorized Representative] (Name, Designation, Official Stamp and signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

SECTION A – FRAMEWORK AGREEMENT GENERAL PROVISIONS (FAGP)

1. Definitions	1.1 The following words and expressions shall have the meanings hereby assigned to them; a) “Base Price” is the Framework Agreement (FA) unit price in accordance with FA Specific Provision FAGP 8.1. b) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays. c) “Call-off Contract” is a contract awarded under a Framework Agreement for the supply of Services. d) “Call-Off Order” means an order placed by a procuring agency under general terms and pricing/rates on agreed services of this closed framework agreement, without having to negotiate terms every time. e) “Commencement Date” is the date this Framework Agreement is signed by both parties, being the commencement of the Term. f) “Contract Price” is the price/rates payable to the Supplier as specified in the Framework Agreement, subject to such additions thereto or deductions therefrom, as may be made pursuant to the Contract. g) “Day” means calendar day. h) “Services” means work to be performed, as specified in the FA Specific Provisions, that the Supplier is required to perform for the Procuring Agency under a Call-off Contract. i) “In Writing” means communicated or recorded in written form. It includes, for example, mail, e-mail, fax, or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features). j) “Procuring Agency’s Country” is the country specified in the FA Specific Provisions, if procurement is being made outside Pakistan. k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
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	l) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Services, under a Call-off Contract. m) “Term” means the duration of this Framework Agreement as described in the FA Specific Provisions starting on the Commencement Date. Where applicable, it includes any extension(s) to the Initial Term, if permitted.
2. Framework Agreement Documents	2.1 This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form and be read and construed, as part of this Framework Agreement.
3. Supplier’s obligations	3.1 The Supplier shall offer to supply (standing offer) to the Procuring Agency, the Services, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement. 3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3.3(a) to 3.3(c) below. The Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Services cease to be eligible. 3.3 The Supplier undertakes to supply the Services under a Call-off Contract. The Services supplied shall be: a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements, b) at the Price specified in the Call-off Contract and c) in such quantities, at such times, and to such locations as specified in the Call-off Contract 3.4 If specified in the FA Specific Provisions, at any point during the Term of the Framework Agreement should technological advances be introduced by the Supplier for the Services originally offered by the Supplier in its bid and still to be delivered, the Supplier shall offer to the Procuring Agency of the Call-off Contract the latest versions of the available Services having equal or better performance or functionality at no additional cost to the Procuring Agency. 3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract (Schedule 6), and Call-off Contract Special Conditions of Contract (Schedule 7) set out in the Framework Agreement shall

	apply to the supply of Services.
4. Continued Qualification and Eligibility	4.1 The Supplier shall continue to have the nationality of an eligible country as specified in the FA Specific Provisions. A Supplier shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. 4.2 All Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the FA Specific Provisions. Ineligible Countries, if any, are listed in the FA Specific Provisions. 4.3 To continue to be eligible the Supplier shall not have been sanctioned pursuant to the Anti-Corruption Law and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Framework Agreement General Provisions. Where the Supplier has been so sanctioned, it will be ineligible for the duration of the period as determined by the Procuring Agency or Public Procurement Regulatory Authority. 4.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Services continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from being awarded a Call-Off Contract, and/or the termination of the Framework Agreement.
5. Term	5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the applicable law, shall continue until the end of the Term specified in the FA Specific Provisions. 5.2 Where permitted in the FA Specific Provisions, the Term may be extended, at the Procuring Agency's sole discretion and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, before the date on which the Framework Agreement would otherwise have expired.
6. Representative	6.1 The representatives for each party, who shall be the primary point of contact for the other party concerning matters arising from this Framework Agreement, are specified in the FA Specific Provisions. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day-to-day operation of the Framework Agreement.

7. Role of Procuring Agency	7.1 The role of Procuring Agency is to manage and administer the Framework Agreement. The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency's Authorized Representative named in the Call-off Contract.
8. Contract Price/Rate	8.1 The Contract Price/Rate for each Call-off Contract shall be based on the Price Schedule and Specific Provisions of the FA .
9. Performance Guarantee	9.1 The Procuring Agency may require a Performance Guarantee from the Supplier in relation to the performance of the Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to the Performance Guarantee contained in the FA Specific Provisions .
10. Language	10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the language specified in the FA Specific Provisions. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern. 10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
11. Notices	11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in writing to the address specified in the FA Specific Provisions . Notice shall be effective when delivered, or on the notice's effective date, whichever is later.
12. Fraud and Corruption	12.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party concerning the Primary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.
13. Records, inspections, and audit	13.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Services, and any Call-off Contract, in such form and details as will identify relevant time changes and costs.
14. Confidential	14.1 The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations

Information	for the award of a contract shall be subject to Rule 41 of PPR-2004. Any effort by a Bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of its Bid. 14.2 The obligation of a party under FAGP 14. 1. above, shall not apply to information that: a) now, or in the future, enters the public domain through no fault of that party b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. d) is legally required by any party under any applicable law with prior intimation to the other party.
15. Relationship of Parties	15.1 Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.
16. Governing Law	16.1 This Framework Agreement, and any Call-off Contract, shall be governed by and interpreted in accordance with the applicable Laws of Pakistan unless otherwise specified in the FA Specific Provisions, or the Special Conditions of Contract as set out in any Call-off Contract.
17. Change to the Framework Agreement	17.1 Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.
18. Indemnity	18.1 The FA Supplier agrees to indemnify the Procuring Agency and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the FA Supplier in the execution of this Contract.
19. Termination of the Framework Agreement	19.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if: a) in the judgment of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or b) During the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or part, without the prior written consent of the Procuring Agency, or d) The Supplier becomes bankrupt or otherwise insolvent. 19.2 The Procuring Agency may terminate this Framework Agreement, in

	whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.
20. The consequence of Expiry or Termination	20.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.
21. Dispute Resolution	21.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate to amicably resolve the dispute. 21.2 Where parties have exhausted the process described in FAGP 22.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/ mediator to assist in the resolution of the dispute. Parties will meet their costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator, parties should agree on whether or not the adjudicator's/mediator decides to be final and binding.
22. Dispute resolution in relation to Call-off Contract	22.1 The Procuring Agency and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 22.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence an arbitration under Pakistan Arbitration Act, 1940, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration under Pakistan Arbitration Act, 1940 has been given in accordance with this provision shall be finally settled by arbitration. The arbitration may be commenced before or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the FA Specific Provisions. 22.3 Notwithstanding any reference to arbitration herein, - the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and - The Procuring Agency shall pay the Supplier any monies due to the Supplier.

SECTION B: FRAMEWORK AGREEMENT SPECIFIC PROVISIONS

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

Reference	Description
FAGP 1.1 (h) (Services)	This Framework Agreement relates to the supply of services, under a separate Call-off Order related to software development services. The general parameters of services are further described in Schedule 1 (Schedule of Requirements) of this FA.
FAGP 1.1 (j) (Procuring Agency's Country)	The Procuring Agency's Country is: the Islamic Republic of Pakistan
FAGP 1.1 (k) (Single User Framework Agreement)	This is a Single-User Framework Agreement. The procuring agency is the State Bank of Pakistan .
FAGP 1.1 (k) (Supplier)	The supplier is (Name of Successful Bidder)
FAGP 3.4 (Supplier's Obligations)	With the consent of SBP
FAGP 4 (Continued Qualification and Eligibility)	Services from the following countries are excluded from this procurement process: i. Countries Sanctioned by UN. ii. Countries not having trade relations with the Islamic Republic of Pakistan.
FAGP 5.1 (Term)	The original term of this Framework Agreement is one year from the Commencement Date. If applicable, any extension in the Contract shall be subject to Public Procurement Rules 2004 and other relevant Regulations, Guidelines, or Instructions issued by the Public Procurement Regulatory Authority (PPRA).
FAGP 5.2 (Term)	If applicable, extension in Contract shall be subject to Public Procurement Rules 2004 and other relevant Regulations, Guidelines, or Instructions issued by the Public Procurement Regulatory Authority (PPRA).
FAGP 6.1 (Representatives)	<u>Procuring Agency's Representatives</u> Director, ITS&PMD or his nominee State Bank of Pakistan SBP Building I.I. Chundrigar Road, Karachi Tel: +92-21-3311 ----- Email: <u>Supplier's Representative</u> Name of the Authorized Representative, Designation

	Address Email, Contact#
FAGP 8.1 (Contract Price/Rate)	The contract price is ----- The contract amount is “NOT” subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
FAGP 9.1 (Performance Guarantee)	A Performance Guarantee shall be required and the amount of the Performance Guarantee shall be 5% of the estimated cost of this framework Agreement.
FAGP 10.1 (Language)	The language of this Framework Agreement and Call-off Contract/Orders is English/Urdu.
FAGP 22.2 (Dispute Resolution)	In the case of a dispute between the Procuring Agency and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Agency’s Country. The place of arbitration will be Pakistan.

SCHEDULE 1 - SCHEDULE OF REQUIREMENTS

Contents

1. Technical Requirements
2. Delivery Schedule

SCHEDULE 2 - LETTER OF BID

SCHEDULE 3 - PRICE SCHEDULE

SCHEDULE 4 – NOTIFICATION OF AWARD OF CONTRACT

SCHEDULE 5 - ACCEPTANCE LETTER

SCHEDULE 6 – CALL-OFF CONTRACT GENERAL CONDITIONS OF CONTRACT

Preamble

The following Call-off Contract General Conditions of Contract apply to any Call-off Contract awarded under this Framework Agreement between the Procuring Agency and the Supplier. The Call-off Contract Special Conditions of Contract contained in the Call-off Contract shall supplement General Conditions of Contract.

1. Definitions	The following words and expressions shall have the meanings hereby assigned to them: a) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions outlined in the Contract. b) “Contract Documents” means the documents listed in the Call-off Contract, including any amendments thereto. c) “Contract Price” means the price payable to the Supplier as specified in the Call-off Contract, subject to such additions thereto or deductions therefrom, as may be made pursuant to the Contract. d) “Contract” means a Call-off Contract awarded, under a Framework Agreement, for the supply of Services. The parties are the Procuring Agency and Supplier. e) “Call-Off Order” means an order placed by a procuring agency under general terms and pricing/rates on of agreed services of this closed framework agreement, without having to negotiate terms every time. f) “Day” means calendar day. g) “GCC” means the General Conditions of Contract that apply to a Call-off Contract. h) “Procuring Agency,” means the entity purchasing the Services i.e. State Bank of Pakistan. i) “Project Site,” where applicable, means the place named in the SCC. j) “Related Services” if applicable, means the services incidental such as installation, training, initial maintenance, and other such obligations of the Supplier, as specified in the Call-off Contract. k) “SCC” means the Special Conditions of Contract as set out in an individual Call-off Contract. l) “Services” means the work to be performed that the Supplier is required to supply to the Procuring Agency under the Contract. m) “Subcontractor” means any person, private or government entity,
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	or a combination of the above, to whom any part of the services to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. n) “Supplier” means the person, private or government entity, or a combination of the above that has concluded a Framework Agreement by the Procuring Agency to deliver, under a Call-off Contract, the Services, as and when required. <u><i>i.e. <Add name of company here></i></u>
2. Contract Documents	2.1. All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.
3. Fraud and Corruption	3.1. The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.
4. Interpretation	4.1. If the context so requires it, singular means plural and vice versa. 4.2. <u>Entire Agreement</u> The Call-off Contract constitutes the entire agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made before the date of Contract. 4.3. <u>Amendment</u> No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. 4.4. <u>Non-waiver</u> a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract. b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. 4.5. <u>Severability</u> If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any

	other provisions and conditions of the Contract.
5. Language	5.1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in the FA Specific Provisions. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern. 5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6. Eligibility	6.1. The Supplier shall have the nationality of an eligible country. A Supplier shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. 6.2. All Services to be supplied under the Contract shall have their origin in Eligible Countries.
7. Notices	7.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt. 7.2. Notice shall be effective when delivered or on the notice’s effective date, whichever is later.
8. Governing Law	8.1. The Contract shall be governed by and interpreted in accordance with the applicable laws of Pakistan
9. Settlement of Disputes	9.1. Settlement of Disputes for Call-off Contract shall be as specified in the SCC. Refer to clauses
10. Inspections and Audit	10.1. The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Services in such form and details as will identify relevant time changes and costs. 10.2. Pursuant to provisions of Integrity Pact, the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, and to have such accounts and records audited by auditors appointed by the Procuring Agency. 10.3. The Supplier’s and its Subcontractors’ and sub-consultants attention are drawn to GCC Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights constitute a prohibited practice subject to contract termination.
11. Scope of Supply	11.1. The Services to be supplied shall be as specified in the Call-off Contract.

12. Delivery and Documents	12.1. Subject to GCC Sub-Clause 27.1 , the Delivery of the Services shall be in accordance with the Delivery and Completion dates, or schedule, specified in the Call-off Contract.
13. Supplier's Responsibilities	13.1. The Supplier shall supply all the Services included in the scope of supply in accordance with GCC Clause 11 , and the delivery and completion dates or schedule, as per GCC Clause 12 .
14. Contract Price	14.1. Prices charged by the Supplier for the Services performed under the Contract shall be in accordance with the provisions of the Framework Agreement, Schedule 3 .
15. Terms of Payment	15.1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC. 15.2. The Supplier's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract. 15.3. Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Agency has accepted it. 15.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed. 15.5. If the Procuring Agency fails to pay the Supplier any payment by its due date or within the period outlined in the SCC, the Procuring Agency shall pay the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
16. Taxes and Duties	16.1. For Services provided outside the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Agency's Country. 16.2. For Services provided within the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of services to the Procuring Agency. 16.3. If any tax exemptions, deductions, allowances, or privileges may be available to the Supplier in the Procuring Agency's Country, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
17. Performance Guarantee	17.1. If required as specified in the SCC , the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance guarantee for the performance of the Contract in the amount specified in the SCC .

	17.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 17.3. As specified in the SCC, the Performance Guarantee, if required, shall be denominated in the currency of the Contract, and shall be in one of the formats stipulated by the Procuring Agency in the SCC, or in another format acceptable to the Procuring Agency. 17.4. The Performance Guarantee shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless specified otherwise in the SCC.
18. Copyright	18.1. The copyright, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
19. Confidential Information	19.1. The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished before, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier. 19.2. The Procuring Agency shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the performance of the Contract. 19.3. The obligation of a party under GCC Sub-Clauses 19.1 and GCC Sub-Clauses 19.2 above, however, shall not apply to information that: (a) now or hereafter enters the public domain through no fault of that party; (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. (d) is legally required to be disclosed under any applicable law but with prior intimation to the other party.

	19.4. The above provisions of GCC Clause 19 shall not, in any way, modify any undertaking of confidentiality given by either of the parties hereto before the date of the Contract in respect of the Supply or any part thereof. 19.5. The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. 19.6. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Procuring Agency may reject its bid and/or terminate the contract.
20. Subcontracting	20.1. The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 20.2. Subcontracts shall comply with the provisions of GCC Clause 3 and GCC Clause 6 & 7.
21. Specifications and Standards	21.1. Technical Requirements and standards 21.2. The Services supplied under this Contract shall conform to the specifications/requirements and standards more fully described in the Framework Agreement, Schedule 1: Schedule of Requirements, and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Services. 21.3. The Supplier shall be entitled to disclaim responsibility for any design, data, specification, or other documents, or any modification thereof provided or designed by or on behalf of the Procuring Agency, by giving a notice of such disclaimer to the Procuring Agency. 21.4. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Framework Agreement, Schedule 1: Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 27.
22. Transportation and Incidental Services	22.1. The responsibility for arranging transportation/courier services shall be the responsibility of the Supplier including travel arrangements for its personnel.
	22.2. The Supplier may be required to provide any or all of the following Related Services, including additional Related Services, if any, specified in the SCC: (a) performance or supervision of on-site testing of software;

	(b) furnishing of a detailed SRS document and software code for each developed Software; (c) support services for developed software for a period agreed by the parties, provided that this service shall not relieve the Supplier of any post-implementation support under this Contract; and (d) Training of the Procuring Agency's personnel of the developed Software. 22.3. Prices for incidental Related Services are already included in the Contract price and no further payment will be made to Supplier.
23. Liquidated Damages	23.1. Except as provided under GCC Clause 26, if the Supplier fails to deliver any or all of the Services by the Date(s) of delivery within the period specified in the Contract, the Procuring Agency may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Agency may terminate the Contract under GCC Clause 29.
24. Patent Indemnity	24.1. The Supplier shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions, or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract because of: the installation of the Software by the Supplier or the use of the Software in the country where the Site is located; and 24.2. If any proceedings are brought or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Agency shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 24.3. If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice, that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its behalf. 24.4. The Procuring Agency shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 24.5. The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any

	and all suits, actions, or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.
25. Limitation of Liability	25.1. Except in cases of criminal negligence or willful misconduct, 25.2. the Supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and 25.3. the aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort, or otherwise, shall not exceed 100% of the Total Contract Price, provided that this limitation shall not apply to the cost of replacing unacceptable software, or to any obligation of the supplier to indemnify the Procuring Agency concerning patent infringement
26. Force Majeure	26.1. The Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that it's delay in performance or another failure to perform its obligations under the Contract is the result of an unforeseeable event of Force Majeure. 26.2. For purposes of this Clause, "Force Majeure" means an unforeseeable event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 26.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
27. Change Orders and Contract Amendments	27.1. The Procuring Agency may at any time order the Supplier through a notice in accordance with GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following: (a) specifications of the software to be specifically developed for the Procuring Agency; (b) the place of execution of services; and

	(c) The Related Services to be provided by the Supplier. 27.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or the Delivery/Completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order. 27.3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.
28. Extensions of Time	28.1. If at any time during the performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Services or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. 28.2. Except in the case of Force Majeure, as provided under GCC Clause 26, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 28.1.
29. Termination	29.1. Termination for Default; The Procuring Agency, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (a) if the Supplier fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 28; (b) if the Supplier fails to perform any other obligation under the Contract; or (c) If the Supplier, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, pursuant to the Integrity Pact, in competing for or in executing the Contract. (d) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 29.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Services or Related Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated. 29.2. Termination for Insolvency.

	The Procuring Agency may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Agency 29.3. Termination for Convenience. The Procuring Agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. 29.4. The Services that are complete within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Services, the Procuring Agency may elect: (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Services and Related Services.
30. Assignment	30.1. Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SCHEDULE 7: SPECIAL CONDITIONS OF CALL-OFF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Call-off Contract (GCC). Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail.

Reference	Description												
GCC 1.1(i) (Site)	The Project Site(s)/Final Destination(s) is: State Bank of Pakistan, I.I. Chundrigar Road, Karachi												
GCC 7.1 (Notices)	The addresses mentioned at FAGP 6.1 for notices shall be considered.												
GCC 9.1 (Settlement of Disputes)	As per FAGP 21.2.												
GCC 14.1 (Contract Price)	As per FAGP 8.1.												
GCC 15.1 (Terms of Payment)	The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows: Payment for Services supplied from within the Procuring Agency's Country shall be made in <i>Pak. Rupees</i>, as follows: <table border="1"> <thead> <tr> <th>Deliverable</th><th>Payment Percentage*</th></tr> </thead> <tbody> <tr> <td>1. Development of System Requirement Specifications (SRS) and its approval by SBP</td><td>20%</td></tr> <tr> <td>2. Completion of Software Development</td><td>30%</td></tr> <tr> <td>3. Completion of User Acceptance Testing</td><td>30%</td></tr> <tr> <td>4. One month after Go Live</td><td>20%</td></tr> <tr> <td>Total</td><td>100%</td></tr> </tbody> </table> <i>*Of the Total Amount of a Particular Call-Off Order.</i> <u>Additional Notes:</u> i. No advance payment will be given to Selected Bidder. ii. No extra payment will be made in case of any delays at the end of the FA Supplier. iii. Payment will be made subject to satisfactory performance endorsement by an authorized official(s)/Project Lead of the procuring agency. The FA Supplier needs to provide official Bank Account Details of the Business, as per Schedule 11 (Supplier Creation Form).	Deliverable	Payment Percentage*	1. Development of System Requirement Specifications (SRS) and its approval by SBP	20%	2. Completion of Software Development	30%	3. Completion of User Acceptance Testing	30%	4. One month after Go Live	20%	Total	100%
Deliverable	Payment Percentage*												
1. Development of System Requirement Specifications (SRS) and its approval by SBP	20%												
2. Completion of Software Development	30%												
3. Completion of User Acceptance Testing	30%												
4. One month after Go Live	20%												
Total	100%												
GCC 15.5 (Terms of Payment)	Not applicable.												
GCC 17.1 (Performance Guarantee)	The amount of the Performance Guarantee shall be as per FAGP 9.1.												
GCC 17.3 (Performance Guarantee)	The Performance Guarantee shall be in the form of a Bank Guarantee as per the Schedule 8 of the Framework Agreement.												
GCC 17.4 (Performance Guarantee)	Discharge of the Performance Guarantee shall take place after completion of the Contract.												

GCC 23.1 (Liquidated Damages)	In case of any delay(s) in performance of the call-off order (s), the liquidated damages shall be 0.1% per day of the total amount of respective Call-off Order. The maximum amount of liquidated damages shall be 10% of the total amount of respective Call-off Order. Once maximum amount of liquidated damages is reached, the Procuring Agency may consider termination of the respective call-off order or contract.
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SCHEDULE 8 – PERFORMANCE GUARANTEE (BANK GUARANTEE)

Beneficiary:

Director

General Services Department,
SBP Banking Services Corporation (HOK)
4th Floor BSC House, I.I. Chundrigar Road,
Karachi

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on the letterhead]*

Framework Agreement No.: *RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022*

We have been informed that **(Name of Successful Bidder)** (hereinafter called "the Applicant") has entered into a Call-Off Contract ***RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022*** dated ***[insert date]*** with the Beneficiary, for the ***Procurement of Services of a Software House/ Firm under Framework Agreement***

Furthermore, we understand that, according to the conditions of the Framework Agreement, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ***[insert amount in figures]*** ***(____) [insert amount in words]***, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ***.... Day of ..., 202x*** and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

SCHEDULE 9 – INTEGRITY PACT

Declaration of Fees, Commissions, Brokerage, etc. Payable by the Suppliers pursuant to Rule 7 Public Procurement Rules 2004

Contract Title: *Procurement of Services of a Software House/ Firm under Framework Agreement*

Contract No. *RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022*

Contract Value: _____

(Name of Successful Bidder) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from Procuring Agency or any administrative subdivision or agency thereof or any other entity owned or controlled by Procuring Agency through any corrupt or fraudulent business practice.

Without limiting the generality of the foregoing, **(Name of Successful Bidder)** represents and warrants that it has fully declared the brokerage, commission, fees, etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Organizations, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency, except that which has been expressly declared pursuant hereto.

(Name of Successful Bidder) 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 Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

(Name of Successful Bidder) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Procuring Agency under any law, contract, or other instruments, be voidable at the option of Procuring Agency.

Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, **(Name of Successful Bidder)** agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt or fraudulent business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **(Name of Successful Bidder)** as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.

SCHEDULE 10 – NON-DISCLOSURE AGREEMENT

Procurement of Services of a Software House/ Firm under Framework Agreement

THIS AGREEMENT made on _____ between **State Bank of Pakistan** through its representative _____, having its registered office at **I.I Chundrigar Road, Pakistan** hereinafter referred to as the **DISCLOSING PARTY**

-and-

The **(Name of Successful Bidder)** a company through its representative _____ having its registered office at _____ hereinafter referred to as the **RECEIVING PARTY** the (hereinafter together referred to as “the parties”)

WHEREAS, the parties believe that they would mutually benefit by sharing certain **Confidential/Proprietary Information** (as defined herein) and believe it is in the interest of both the parties to ensure that all such confidential/proprietary information of the **DISCLOSING PARTY** will be safeguarded and carefully protected by the **RECEIVING PARTY**.

NOW, THEREFORE, for consideration of the adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Purpose of this Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect all confidential information and intellectual property to which Receiving Party shall have access to and/or developed for SBP.

2. Confidentiality and Acknowledgement

“Confidential Information” means any information directly or indirectly concerning, or related to them:

- Information about the activities of the SBP.
- Information including but not limited to:
 - Policies
 - Procedures
 - Business Rules and Plans
 - Validation Checks, all project-related information
 - Process followed etc.
- Any other information that the recipient obtained from SBP deliberately or otherwise during this exercise.

Whereas parties have agreed that the Disclosing Party has disclosed or may disclose certain confidential and proprietary information (*including, without limitation, internal policies & procedures, computer programs, technical drawings, algorithms, know-how (whether oral, in writing, machine-readable, or in any other form), formulas, processes, ideas, (whether patent or not) and other technical, business, financial, customer and product development plans, forecast, strategies, and information (whether electronically recorded, in writing or otherwise) which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as the Confidential/Proprietary Information of the Disclosing Party*) to the Receiving Party as per the agreed scope of work. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to either party in the course of the other party's business.

The Receiving Party agrees to treat the above types of information as secret and shall not at any time for any reason be permitted to disclose to any person or otherwise use any unpublished information relating to the SBP.

Further, the Receiving Party agrees:

- (i) To hold the DISCLOSING PARTY's PROPRIETARY INFORMATION in confidence and take reasonable precautions to protect such PROPRIETARY INFORMATION (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its confidential materials).
- (ii) Not to divulge any such PROPRIETARY INFORMATION or any information derived therefrom to any third person.
- (iii) Not to make any use whatsoever at any time of such PROPRIETARY INFORMATION except to evaluate internally its relationship with the DISCLOSING PARTY
- (iv) Not to copy or reverse-engineer any such PROPRIETARY INFORMATION,
- (v) To provide Disclosing Party, upon request, a list of all such persons who have been given access to Confidential Information.
- (vi) Shall take the same care in protecting the Disclosing Party's Information as it takes in protecting its confidential information and in any event not less than that which a reasonable person or business would take in protecting its confidential information.
- (vii) Only disclose Information on a need-to-know basis to such of its employees, agents, and consultants as are under similar obligations of confidentiality as contained in this Agreement including, but not limited to, the use of the Information for the contract only.
- (viii) That any information shared by the disclosing party shall not be disclosed even after termination of the contract between the parties. If any disclosure is required under the applicable laws, the same shall be intimated to the disclosing party before any disclosure is made.

3. Term of Agreement

This agreement shall commence as of the effective date and shall remain in full force and effect for 10 years.

4. Remedies

The RECEIVING PARTY acknowledges that breach of this Agreement, SBP, in addition to terminating the RECEIVING PARTY project or contract and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses, including attorney's fees incurred by SBP.

5. Applicable Laws

This agreement shall be governed by and constructed under the laws of the Islamic Republic of Pakistan.

6. Dispute Resolution:

In case of a dispute arising between the Parties regarding the terms under this Agreement, if not resolved amicably, shall be referred to arbitration under the Arbitration Act, 1940 of Pakistan. The award shall be conclusive and binding on the Parties and the parties submit to the non-exclusive jurisdiction of the Pakistani courts.

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

For and on behalf of the State Bank of Pakistan	For and on behalf of (Name of Successful Bidder)
Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>	Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

SCHEDULE 11 – SUPPLIER CREATION FORM

SCHEDULE 12 – FORM FOR CALL-OFF ORDER

Date: _____

Order#	<i>[Department Name/Software Services/Order#/Year]</i>
Framework Agreement (FA):	<i>Procurement of Services of a Software House/ Firm under Framework Agreement</i>
FA Date:	<i>[insert FA date]</i>
FA reference number:	<i>RFP No. GSD (Proc. II)/ ITG-Software Development Services/43688/2022</i>
Services	<i>[short title for the type of Services]</i>

Procuring Agency:		Supplier:				
State Bank of Pakistan I.I. Chundrigar Road, Karachi.		(Name of Successful Bidder) [address]				
Sr.#	Description of Services	Unit Rate ¹ (Rs.)	Total Number of Workdays	Service Charges (Exclusive of Applicable Tax)	Applicable SST @ x%	Total Price (Rs.)
		A	B	C=A+B	D=CxSST	E=C+D
1.	<i>[description of Services]</i>					
2.						
Total						
Special instructions/comments:						

The following documents shall be deemed to form and be read and construed as part of this Call-off Order.

- i. Framework Agreement
- ii. Section A: Framework Agreement General Provisions
- iii. Section B: Framework Agreement Specific Provisions
- iv. Schedule 1: Schedule of Requirements
- v. Schedule 2: Letter of Bid (from Primary Procurement process)
- vi. Schedule 3: Price Schedule
- vii. Schedule 4: Notification of Award of Contract
- viii. Schedule 5: Acceptance Letter
- ix. Schedule 6: Call-off Contract: General Conditions of Contract (GCC)
- x. Schedule 7: Call-off Contract: Special Conditions of Contract (SCC)
- xi. Schedule 8: Performance Guarantee
- xii. Schedule 9: Integrity Pact
- xiii. Schedule 10: Non-Disclosure Agreement
- xiv. Schedule 11: Supplier Creation Form
- xv. Schedule 12: Form for Call-off Order
- xvi. Addenda (if any)

¹ As per the Price Schedule.

In consideration of the payments to be made by the Procuring Agency to the Supplier as specified in this Call-off Order, the Supplier hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price, or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Procuring Agency

Signed: *[insert signature]*
In the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*
Date: _____

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
In the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*
Date: _____
