GSD (PROC-I)/025961/Supply/Rack Servers/2023

BIDDING DOCUMENTS

For

Supply, Installation, Maintenance & Technical Support of Rack Servers

(Single Stage: Two Envelope Procedure)

May, 2023

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (SBP BSC)
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PREFACE

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid. Use of these documents is mandatory for either open or limited bidding. This document would generally be used for procurement of all categories of goods and services.

Document comprises of the Sections listed below:

PART – A – BIDDING PROCEDURE & REQUIREMENTS

Section I	**Invitation to Bids**
Section II	**Instructions to Bidders (ITB)**
Section III	**Bid Data Sheet (BDS)**
Section IV	**Eligible Countries**
Section V	**Technical Specifications, Schedule of Requirements**
Section VI	**Standard Forms**

PART – B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII	**General Conditions of Contract (GCC)**
Section VIII	**Special Conditions of Contract (SCC)**
Section IX	**Contract Forms**
	Integrity Pact

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - **Invitation to Bid**

Section II - **Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract.

Section III - **Bid Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders.

Section IV - **Eligible Countries**

This Section contains information regarding eligible countries.

Section V - **Technical Specifications, Schedule of Requirements**

This Section includes the details of specifications for the goods and ancillary services to be procured and schedule of requirements.

Section VI - **Standard Forms**

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - **General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all the contracts.

Section VIII - **Special Conditions of Contract (SCC)**

This Section consists of Contract Specific general and special conditions.

Section IX - **Contract Forms**

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

SBP Banking Services Corporation
Section I. Invitation to Bids

GSD (PROC-I)/025961/Supply/Rack Servers/2023
Date: 18 May 2023

1) This Invitation for Bids follows the Procurement Advertisement (PA) No. *GSD (PROC-I)/025961/Supply/Rack Servers/2023* for *Supply, Installation, Maintenance & Technical Support of Rack Servers*.

2) The SBP Banking Services Corporation has reserved the funds for the procurement planned during the financial year *[FY 2022-23]*. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the procurement.

3) SBP Banking Services Corporation now invites sealed bids from eligible bidders that meet the following eligibility criteria:
   a. *Bidder must be Original Equipment Manufacturer (OEM) or OEM's Authorized Partner having valid partnership certificate of OEM for last 03 (three) consecutive years;*
   b. *Bidder must be authorized by their OEM specifically for this procurement;*
   c. *Bidder must have experience of at least 03 (three) similar assignments of supply and technical support of Rack Servers during last 05 (five) years;*
   d. *Bidder must have support/branch office in Karachi;*
   e. *Bidder must have technical strength of at least 02 (two) OEM trained / certified Technical Resources;*
   f. *Bidder must have Annual Sales volume/Gross Turnover of at least Rs.500 million in any of the last 03 (three) years;*
   g. *Bidder must be registered with Income and Sales Tax Department and must appear on Active Taxpayer List of FBR;*
   h. *Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).*

4) The bidding shall be conducted in line with the Single Stage Two Envelope Procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders.

5) All bids must be accompanied by a Bid Security in an acceptable form amounting to PKR 5 Million/-.

6) This Invitation to Bids is also available on the websites: http://www.ppra.org.pk and http://www.sbp.org.pk.

7) The original bid along with one (01) copy, properly filled in, and enclosed in sealed envelope(s) must be delivered at the office of the undersigned on or before **Thursday, 15 June 2023 11:00 AM.** The bids (technical part of the bids) will be opened same day at **11:30 AM** in public and in the presence of bidders' representatives who choose to attend in the opening at the **Meeting Room, General Services Department 4th Floor BSC House, SBP Banking Services Corporation, I.I. Chundrigar Road, Karachi –Pakistan**.

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. ***Scope of Bid***	1.1	The Procuring Agency (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the ***Supply, Installation, Maintenance & Technical Support of Rack Servers*** as specified in the BDS and **Section V - Technical Specifications & Schedule of Requirements**. The successful Bidders will be expected to supply and install the information systems within the specified period and timeline(s) as stated in the **BDS**.
	1.2	Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).
2. ***Source of Funds***	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. ***Eligible Bidders***	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with

		the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the information systems to be procured under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

		(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. ***Eligible Information Systems***	4.1	For the purposes of these Bidding Documents, the Information System means all: a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); and **b)** the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.
	4.2	All Information System made up of goods and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to the supply and installation information systems. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".
	4.3	For purposes of this Clause, "origin" means the place where the goods and services making Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially different in basic characteristic or in purpose or utility from its component.
	4.4	The nationality of the supplier that supplies and install the Information System shall not determine the origin of the goods.

	4.5	To establish the eligibility of the Goods and Services making Information System, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
	4.6	If so required in the **BDS**, the Bidder shall demonstrate that it has been duly authorized for the supply and installation of Information System in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Information System indicated in its Bid.
5. ***One Bid per Bidder***	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. ***Cost of Bidding***	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. ***Contents of Bidding Documents***	7.1	The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: **Section I -**Invitation to Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Technical Specifications, Schedule of Requirements **Section VI** Forms – Bid **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the **BDS.**
	7.3	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. ***Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit***	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 23.1.** However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.

	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9.**
	8.5	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 of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	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 obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9.** Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
	8.7	The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
	8.8	The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification
	8.9	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
9. ***Amendment of Bidding Documents***	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:

		Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. ***Language of Bid***	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the B**DS.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. ***Documents Constituting the Bid***	11.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15;** b) Details of the Sample(s) where applicable and requested in the **BDS.** c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with **ITB 13.3(a)** that the Bidder has been authorized by the manufacturer to deliver the goods and services making Information System into Pakistan, where required and where the supplier is not the manufacturer of those goods and service making Information System; e) Documentary evidence established in accordance with I**TB 12** that the goods and services making Information System to be supplied by the Bidder are eligible, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with **ITB 18;** g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid**;** and h) Any other document required in the **BDS**
12. ***Documents Establishing Eligibility of the Information*** **System**	12.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and services making information system which the Bidder proposes to deliver.

and Conformity to Bidding Documents	12.2	The documentary evidence of the eligibility of the Information System shall consist of a statement in the Price Schedule of the country of origin of the goods and services making Information System offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the goods and services making Information Systems to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the **BDS**.
	12.4	For purposes of the commentary to be furnished pursuant to **ITB 12.3(c)** above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. ***Documents Establishing Eligibility and Qualification of the Bidder***	13.1	Pursuant to **ITB 11,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: a) in the case of a Bidder offering to supply and install Information System under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the

		Manufacturer or producer to supply and install the information system in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in **BDS**. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
	13.4	The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including: a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System; b) an item-by-item commentary on the Procuring Agency's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail; c) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Agency and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties; d) a written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.

14. ***Form of Bid***	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. ***Bid Prices***	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	Prices indicated on the Price Schedule shall be entered separately in the following manner: a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded.

		iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **BDS.** iv) the price of other (incidental or allied) services, if any, listed in the **BDS**. b) For goods offered from abroad: i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**. or iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **BDS.** iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **BDS**. v) the price of (incidental) services, if any, listed in the **BDS**.
	15.7	Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: - a) **For Goods: -** i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the **BDS** ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and b) **For Related Services**

		i) The price of the related services, and ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITB 29**.
	15.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. ***Bid Currencies***	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the **BDS.** b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	The Currency of the Contract shall be Pakistani Rupee unless otherwise stated in the BDS.
17. ***Bid Validity Period***	17.1	Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request

		will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 18** in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
18. ***Bid Security or Bid Securing Declaration***	18.1	Pursuant to **ITB 11**, unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the **BDS** or Bid Securing Declaration as specified in the **BDS** in the format provided in **Section VI (Standard Forms)**.
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.9.**
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the **BDS**
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in **Section VI (Standard Forms)** or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.9** are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 18.1 or 18.3** shall be rejected by the Procuring Agency as non-responsive, pursuant to **ITB 29**.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

		(a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 42,** or furnishing the performance guarantee, pursuant to **ITB 43**.
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in **ITB 17.2**; or ii) does not accept the correction of errors pursuant to **ITB 31.2;** or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with **ITB 42**; or ii) to furnish performance security (or guarantee) in accordance with **ITB 43.**
19. ***Alternative Bids by Bidders***	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the **BDS**. If so allowed, **ITB 19.2** shall prevail.
	19.2	When alternative schedule for supply and installation of Information System is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for Information System.
	19.3	If so allowed in the **BDS**, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all

		information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. ***Withdrawal, Substitution, and Modification of Bids***	20.1	Before bid submission deadline, any 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 the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with **ITB 20.1** shall be returned unopened to the Bidders.
21. ***Format and Signing of Bid***	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the **BDS**, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons 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, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

22. ***Sealing and Marking of Bids***	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.*
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the **BDS**; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 23.1.**
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a)Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c)(c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	22.4	The inner and outer envelopes shall: a)be addressed to the Procuring Agency at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to **ITB 23.1.** c)In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24
		If all envelopes are not sealed and marked as required by **ITB 22.2**, **ITB 22.3** and **ITB 22.4** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

23. ***Deadline for Submission of Bids***	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the **BDS.**
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. ***Late Bids***	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 23**.
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. ***Withdrawal, Substitution, and Modification of Bids***	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
	25.5	No Bid may be withdrawn, replaced 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 Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.

E. OPENING AND EVALUATION OF BIDS

26. ***Opening of Bids***	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	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. 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.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the

		presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **ITB 24.**
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. ***Confidentiality***	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding **ITB 27.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. ***Clarification of Bids***	28.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification.

		Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with **ITB 31**.
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. *Preliminary Examination of Bids*	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in **ITB 3** and **ITB 4**; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services;

		b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents and information specified under **ITB 11, 12** and **13** have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –* (a) *Submit the number of copies of signed bids required by the invitation;* (b) *Furnish required information concerning the number of its employees;* (c) *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the

		bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. ***Examination of Terms and Conditions; Technical Evaluation***	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 22,** to confirm that all requirements specified in **Section V – Schedule of Requirements**, **Technical Specifications of** the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 29,** it shall reject the Bid.
31. ***Correction of Errors***	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price 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 the total price 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 sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of

		errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 18.9.**
32. ***Conversion to Single Currency***	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
33. ***Evaluation of Bids***	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 29**.
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	The Procuring Agency's evaluation of a Bid will take into account: a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination~~)~~ in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.

	33.4	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the **BDS**, and quantified in ITB 32.5: a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the **BDS** and/or in the Technical Specifications.
	33.5	For factors retained in **BDS**, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the **BDS**: *(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.* Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **BDS** will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price. *(b) Delivery schedule.* i) The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The

		estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery. **Or** ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **BDS**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. **Or** (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule. (c) *Deviation in payment schedule.* i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC.** Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder. **Or**

ii) The **SCC** stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the **BDS.**

(d) Cost of spare parts

i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **BDS**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

Or

ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS.** The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

Or

iii) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the **BDS**, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.

(e) Spare parts and after sales service facilities in Pakistan

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.

(f) Operating and maintenance costs

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the

		equipment, these costs will be evaluated in accordance with the criteria specified in the **BDS** or in the Technical Specifications. (g) *Performance and productivity of the equipment.* (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **BDS** will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **BDS** or in the Technical Specifications. Or (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the **BDS** or in the Technical Specifications. (h) *Specific additional criteria.* Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **BDS** and/or the Technical Specifications.
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **BDS.**
34. ***Domestic Preference***	34.1	If the **BDS** so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. ***Determination of Most Advantageous Bid***	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

	35.2	The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters **specified in Evaluation Criteria** to be evaluated while determining the quality of the goods: In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
36. ***Abnormally Low Financial Proposal***	36.1	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: (a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; (c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; (d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and (e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to

		be abnormally low by not providing a margin for normal levels of profit. Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.2	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.3	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.4	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

37. ***Criteria of Award***	37.1	Subject to **ITB 36 and 38**, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
38. ***Negotiations***	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. ***Procuring Agency's Right to to reject All Bids***	39.1	Notwithstanding **ITB 37**, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. ***Procuring Agency's Right to Vary Quantities at the Time of Award***	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.

41. ***Notification of Award***	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2.**
	41.4	Upon the successful Bidder's furnishing of the performance security guarantee pursuant to **ITB 43**, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to **ITB 18.7.**
42. ***Signing of Contract***	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. ***Performance Security (or Guarantee)***	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security Guarantee is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or

		(d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of **ITB 43.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. ***Advance Payment***	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in **ITB 44.2.**
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the **SCC**.
45. ***Arbitrator***	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. ***Corrupt & Fraudulent Practices***	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. ***Constitution of Grievance Redressal***	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. ***GRC Procedure***	48.1	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 provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	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.

	48.8	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 prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	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.

H. MECHANISM OF BLACKLISTING

49. ***Mechanism of Blacklisting***	49.1	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; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) 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.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of 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 personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	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 personal hearing shall be reckoned from the last date of personal hearing.
	49.8	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.

	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	49.10	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 review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of 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.
	49.12	The Authority on the basis of 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 Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

1.	**1.1**	Name of Procuring Agency: **SBP Banking Services Corporation.** The Description (as specified in IFB) of the System is: ***Supply, Installation, Maintenance & Technical Support of Rack Servers*** Commencement date for delivery from the Date of Notification of Award: **24 Weeks**
2.	**2.1**	Financial year for the operations of the Procuring Agency: ***FY 2022-23*** Name of Project: *Supply, Installation, Maintenance & Technical Support of Rack Servers* Name and identification number of the Contract: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
3.	**3.1**	Joint Venture is **NOT Applicable**
4.	**3.5**	The invitation for Bids is open to all prospective supplier, manufacturers or authorized Partners subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. The Manufacturer i.e. OEM (Original Equipment Manufacturer) for the purpose of this bid shall be manufacturer of **Servers.**
5.	**4.6**	Demonstration of authorization by manufacturer: **Manufacturer's Authorization Form** is **Required.**

B. Bidding Documents

6.	**7.2**	The number of documents to be completed and returned is one original and one copy bid. ***Technical and financial proposals must be in separate sealed envelopes.***
7.	**8.1**	The address for clarification of Bidding Documents is **Senior Joint Director** Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (SBP BSC) 4th Floor BSC House, I.I Chundrigar Road, Karachi, Phone: (92-21)–32455948 & 32455482 Email: gsd.proc@sbp.org.pk
	8.5	Pre-bid meeting is NOT required.

C. Preparation of Bids

8.	**10.1**	The Language of all correspondences and documents related to the Bid is **English.**
9.	**11.1 (h)**	In addition to the documents stated in **ITB 11,** the following documents must be included with the Bid b) Affidavit for Bidder's Blacklisting Status c) Declaration for Beneficial Ownership
10.	**12.3 (c)**	Other procurement specific documentation requirements are **Not Required**
11.	**12.4**	**Not Required**
12.	**13.3 (b)**	The qualification criteria required from Bidders in **ITB 13.3(b)** is modified as follows: *a. Bidder must be Original Equipment Manufacturer (OEM) or OEM's Authorized Partner having valid partnership certificate of OEM for last 03 (three) consecutive years;* *b. Bidder must be authorized by their OEM specifically for this procurement;* *c. Bidder must have experience of at least 03 (three) similar assignments of supply and technical support of Rack Servers during last 05 (five) years;* *d. Bidder must have support/branch office in Karachi;* *e. Bidder must have technical strength of at least 02 (two) OEM trained / certified Technical Resources;* *f. Bidder must have Annual Sales volume/Gross Turnover of at least Rs.500 million in any of the last 03 (three) years;* *g. Bidder must be registered with Income and Sales Tax Department and must appear on Active Taxpayer List of FBR;*

		h. Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s). The Bidder is required to include with its Bid, documentation from the manufacturer of the Information System, that it has been duly authorized to deliver, in Pakistan, the Information System indicated in its Bid.
13.	**15.6 (a) (i)**	For goods making information Systems manufactured from within Pakistan the price quoted shall be inclusive of: a) all applicable taxes including all custom duties, sales & other taxes etc. which will be payable on the goods if the contract is awarded. b) the price for inland transportation, insurance, and other local costs of any incidental services to delivery of the goods to their final destination i.e. Procuring Agency's Site(s).
14.	**15.6 (b)**	For goods offered from abroad the price quoted shall be: Quoted on a Delivered Duty Paid (DDP) basis, inclusive of all taxes, stamps, duties, levies, fees, inland transportation, insurance, incidental services, installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services to delivery of the goods from the port of entry to their final destination i.e. Procuring Agency's Site(s).
15.	**15.8**	Prices quoted by the Bidder shall be "**fixed**"; However, any subsequent legislation enacted and enforced between bid opening and finalization of award that impacts the bid price would be duly accounted for.
16.	**16.1 (a)**	a) For Information System / Goods originating in Pakistan, the currency of the Bid shall be ***Pakistani Rupees (PKR);*** b) For Information System / Goods originating outside Pakistan, the Bidder shall express its Bid in ***US Dollars (USD) or Pakistani Rupees (PKR).*** In case of Bid quoted in Foreign Currency (FCY), the total amount payable against complete goods/supplies shall be locked in equivalent PKR at Mark to Market rate (M2M) as notified by State Bank of Pakistan prevailing on the Delivery Date mentioned in Delivery Completion Certificate issued by Procuring Agency's Technical Team. c) For SLA / Maintenance and Support Services, the Bidder shall express its Bid in ***Pakistani Rupees (PKR)***.
17.	**16.2**	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids (financial

		part) specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
18.	**17.1**	The Bid Validity period shall be **140** days.
19.	**18.1**	The amount of Bid Security shall be **PKR 5,000,000/- (Rupees five million only).** The currency of the Bid Security shall be **Pakistani Rupees or US Dollars (in equivalent Pak Rupees).** Bid Security for must be valid till: - **30-Nov-23.** ***Bid Security must be in sealed Technical Proposal Envelope for separately.***
20.	**18.3**	The Bid Security shall be in favor of '**SBP Banking Services Corporation'** in the form of: either Payment Order/Bank Draft or an unconditional Bank Guarantee enforceable in Pakistan
21.	**18.3 (c)**	Any other form of Bid Security is **Not Applicable**.
22.	**19.1**	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
23.	**21.1**	The number of copies of the Bid to be completed and returned shall be **One.**
24.	**21.2**	Duly notarized Power of Attorney authorizing the signatory of the Bidder to submit the Bid.

D. Submission of Bids

25.	**22.2 (a)**	Bid shall be submitted at the office of: **Senior Joint Director** ***Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi Phone: (92-21)–32455948 & 32455482***
26.	**22.2 (b)**	Title of the subject Procurement or Project name: *Supply, Installation, Maintenance & Technical Support of Rack Servers* ITB title and No: *GSD (PROC-I)/025961/Supply/Rack Servers/2023* **Thursday, 15 June 2023 11:00 AM**
27.	**23.1**	The deadline for Bid submission is: **Thursday, 15 June 2023 11:00 AM**

E. Opening and Evaluation of Bids

28.	**26.1**	The Bid opening shall take place at: ***Meeting Room, General Services Department 4th Floor BSC House, SBP Banking Services Corporation (HOK), I.I Chundrigar Road, Karachi –Pakistan.*** **Thursday, 15 June 2023 11:30 AM** In case of any unforeseen reasons, unrest or force majeure, which may cause delay on the bid opening date, the bids shall be opened on the next working day at the same place and time. The opening date of Financial Proposal will be communicated to the eligible bidders by the Procuring Agency.
29.	**27**	27.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 27.2 The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent. 27.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or contractor, the Procuring Agency may reject its bid and/or terminate the contract.
30.	**32.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: **Pakistani Rupees**. The source of exchange rate shall be: **the selling rate, prevailing on the date of opening of (financial part of) bids, as notified by the State Bank of Pakistan on that day.** The date of exchange rate shall be: **Date of Financial Bid Opening**
31.	**33.2**	Evaluation of the bids and award of contract will be done for the complete requirement. The bidders' minimum Eligibility/Qualification will be ascertained totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Table-Y of Section VI).

		The technical proposals of the only qualified bidders (after minimum eligibility/qualification) shall be evaluated in detail. The Technical Compliance (Table-X of Section V) will be evaluated totally on compliance based method. The Financial Proposals of the only technically qualified proposals will be opened. The Financial Bids will be evaluated on the basis of unit price and applicable taxes.
32.	**33.4 (h)**	Other specific criteria are **Nil**
33.	**33.5 (a)**	Inland transportation from port of entry/border point to ***State Bank of Pakistan, I.I Chundrigar Road, Karachi***, including insurance and incidentals.
34.	**33.5 (b)**	Delivery schedule: The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.
35.	**33.5 (c) (ii)**	Deviation in payment schedule is **Not Applicable**.
36.	**33.5 (d)**	Cost of spare parts is **Not Applicable**.
37.	**33.5(e)**	Spare parts and after sales service facilities in Pakistan. The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, if quoted separately, shall be added to the Bid price.
38.	**33.5 (f)**	Operating and maintenance costs. As specified in **Section V: Schedule of Requirements, Technical Specification**.
39.	**33.5 (g)**	Performance and productivity of Information System. Goods offered shall have a minimum productivity specified under the relevant provision to be considered responsive as specified in the Technical Specifications.
40.	**33.5 (h)**	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications is **Not Applicable**.
41.	**33.6**	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is **Not Applicable**.
42.	**34.1**	Domestic preference **Not Applicable.**

43.	**35**	**Evaluation Techniques** **Least Cost Based Selection (LCBS)** After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.

F. Award of Contract

44.	**40.1**	Percentage for quantity increase or decrease is **15%**.
45.	**43.1**	***5% (Five Percent)*** Performance Guarantee is required of the total contract amount for the entire contract period.
46.	**43.2**	The Performance Guarantee shall be in the form of an unconditional Bank Guarantee enforceable in Pakistan as per Performance Guarantee form specified in the Bidding Documents.
47.	**44.1**	The Advance Payment is **Not Applicable**.
48.	**44.2**	The Advance Payment is **Not Applicable**.
49.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

50.	**48.1**	The address of the Procuring Agency Chairman (Grievance Redressal Committee) SBP Banking Services Corporation 1st Floor, HRMD, BSC House, I.I. Chundrigar Road, Karachi - Pakistan
	48.6	The Address of PPRA to submit a **copy** of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL). information can be accessed through following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION

Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery required.

The period/week will be counted from the date of **Notification of Award**.

At the delivery site of the Procuring Agency, on Delivered Duty Paid (DDP) basis with insurance coverage:

All supplies shall be quoted on a Delivered Duty Paid (DDP) basis, inclusive of all taxes, stamps, duties, levies, fees, inland transportation, insurance, incidental services, installation and integration charges imposed till the delivery at location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services to delivery of the goods from the port of entry to their final destination i.e. Procuring Agency's Site(s).

Number	Description	Quantity	Delivery Schedule in Weeks
01	Rack Servers	30	24 Weeks
02	KVM	03	

TECHNICAL REQUIREMENTS

Technical Specifications / Requirements

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid must be in compliance with all the mandatory (technical) specifications/requirements as per requisite quality threshold given in the appended **Table-X: Technical Compliance.**

1. Scope of Project and Requirements:

State Bank of Pakistan seeks proposals for the Supply, Installation, Maintenance & Technical Support of Rack Servers for SBP Main Building, Karachi and BSC Office Hyderabad as per attached specifications.

The overall Scope of the project includes following deliverables.

1.1. Project Objective

- Supplier will deliver, install and configure the server hardware and install operating system as per SBP requirements at Karachi and Hyderabad offices.
- Supplier will submit itemized BOQ mentioning product numbers, description and quantity with the bid.
- Supplier will submit complete project plan with the bid.

1.2. Delivery:

- Delivery of Servers at mentioned location within 24 weeks from the date of notification of award. Delivery Certificate will be issued after delivery of all hardware and software licenses.

1.3. Installation:

- Installation of Servers Hardware and Operating System at SBP Karachi and Hyderabad Datacentres in SBP provided.

1.4. Operational Acceptance:

- Operational Acceptance Certificate will be issued after successful hardware, software installation and configuration. SLA will start from the date of the issuance of Operational Acceptance Certificate.

1.5. Documentation:

- Supplier will provide installation manual and all configuration documentation for all servers.

1.6. Warranty:

- All hardware and software will have OEM backed (OEM Back-to-Back) 5-year parts, 5-year labor, 5-year onsite support with 24 x 7 coverage with four-hour hardware response time

2. Technical Specifications:

Rack Servers- Quantity: 30

#	Specifications		Reference in Bid	Bidder's Assessment (Y/N)
1	**Make***			
2	**Model***			
3	**Processor**	02 X Intel® Xeon® Gold 6430 32 Core Processor, 2.1GHz		
4	**Memory**	1024GB (16 x 64GB) DDR5 RDIMM, 4800MT/s, Dual Rank		
5	**Storage Controller**	12GB/s SAS RAID Controller with RAID 0, 1, 5 support, with minimum 8GB battery backed cache		
6	**Hard Disk Drives**	02 x 960GB SATA Mixed Use, hot-plug, SSD 2.5 inch		
7	**Network Adapter**	02 x Dual Port 10/25G Card with 25G SFP28 optics		
8	**Power Supply**	Dual redundant hot-swappable		
9	**Fans**	Fully populated redundant hot-swappable		
10	**HBA Card**	2 x 32GB Single Port Fiber Channel HBA		
11	**Security**	TPM (Trusted Platform Module) with 2.0 support		
12	**Management Port**	At least one 1Gb dedicated management network port		
13	**Embedded Local and Remote Management**	Built-in advance local and remote management with all required licenses.		
14	**OS Support**	Windows Server 2022 and 2019, Red Hat Enterprise Linux 9.x and 8.x		
15	**Virtualization Support**	Microsoft Hyper-V 2022 and 2019, VMware vSphere 8.x & 7.x		
16	**Form Factor**	Rack Mountable 2U or more		
17	**Mounting Kit**	Rackmount Kit for 800mm (wide) x 1200mm (deep) 42U (Floor Mounted) rack with cable management arm (CMA). Rack will be of 19" mounting profile.		
18	**Warranty**	OEM backed 5-years / 5-years parts, 5-year labor, 5-year onsite OEM engineering support with 24 x 7 coverage with four-hour hardware response time.		
19	**EOSL**	Quoted Product End of Support Life should not be less than 7 years		

****Bidder shall mention make and model of quoted product***

KVM- Quantity: 03

#	Specifications		Reference in Bid	Bidder's Assessment (Y/N)
1	**KVM**	16 port Digital KVM switch		
2	**LED**	18" inch or Higher LED rack mountable with Keyboard/track/pad		

3	**Accessories**	Mouse connectors for servers Rack mounting kit, power cables, network cables and other required accessories		

3. Service Level Agreement (SLA) during and after Warranty

1. Service Level Agreement (SLA)
2. Warranty, SLA, software support and subscriptions will start from the date of Operational Acceptance certificate.
3. Hardware warranty, maintenance and support should be and registered with OEM in the name of State Bank of Pakistan. Supplier will provide the evidence from OEM.
4. Software subscriptions and licenses will be registered with the OEM in the name of State Bank of Pakistan. Supplier will provide evidence from OEM.
5. Supplier will provide access information of OEM site for directly logging of support case by SBP.
6. Supplier will provide services to run and maintain supplied hardware, firmware, software and allied components in operating condition in compliance with the warranty condition mentioned in hardware and software specification and SLA requirements.
7. Supplier will replace, restore, reinstall, and reconfigure failed component of supplied hardware, firmware, software and allied components without any additional cost.
8. Supplier will acknowledge SBP representative call during and after standard business hours for logging of support case and communicate the case/incident ID to SBP by telephone/email.
9. SBP determines the incident severity level. Incident severity levels are defined as follows:

Severity	**Condition**	**Example**
Level 1	Critically Down	Production environment is down; a production system or production application is down or at severe risk; data corruption, loss, or risk has occurred; business is severely affected and inoperative and performance is unacceptable.
Level 2	Critically Degraded	Production environment is severely impaired; a production system or production application has been interrupted or compromised; there is risk of reoccurrence; there is significant impact on the business.
Level 3	Normal	Non-production system (e.g., test/development system) is down or degraded; a production system or production application has been degraded with a workaround in place; noncritical functionality has been lost; there is limited impact on the business
Level 4	Low	There is no business or user impact

1) Supplier will provide installation, configuration and maintenance documentation for all supplied component under the Contract.
2) Supplier shall provide onsite support for installation and update of firmware and patches for all supplied software covered under agreement without any additional cost.
3) SBP is entitled for all update/upgraded versions software supplied under this Contract without any additional cost during SLA period.
4) Supplier will submit incident report of call logged and get it signed by SBP representative before closing the incident.
5) Supplier will submit a quarterly report (or on need basis) to SBP for all call logged during that period with status of call.

Office Location:

#	Office	Address	
1	State Bank of Pakistan	Main Building, I. I. Chundrigarh Road	Karachi
2	SBP BSC Hyderabad Office	Shahrah-e-Fatima Jinnah (ThandiSarak)	Hyderabad

Implementation Schedule

Implementation Schedule Table

Job description		Project Schedule/Duration in Weeks	Liquidated Damages Milestone	Site(s)
1.	Delivery of the Complete Rack Server & KVM	24 Weeks	No	At SBP Karachi & BSC Hyderabad
2.	Installations, configuration, and testing of the system at site(s)	08 Weeks	No	
3.	Operational Acceptance of Complete Rack Server Solution	06 Weeks	Yes	
4.	Commencement of five (05) years warranty with SLA as mentioned in Section V Technical Specifications.	From the date of Operational Acceptance Certificate	Yes	

The Project Timeline is **Thirty-Eight (38) Weeks** or earlier including Delivery, Installation, Configuration, testing and Operational Acceptance of complete supplies from the date of **Notification of Award of Contract** to the successful bidder.

Region-wise Equipment Distribution:

#	Description	
1.	Karachi	20
2.	Hyderabad	10
	Total	30

System Inventory Table (Recurrent Cost Items)

#	Description	Commencement	Y1	Y2	Y3	Y4	Y5
1.	Commencement of five (05) years warranty with SLA as mentioned in Technical Specifications / Requirements.	Warranty / SLA period will commence from date of Operational Acceptance Certificate	*SLA as specified in Section V: Section V: Schedule of requirement, Technical Specification*				

SECTION VI: STANDARD FORMS

TECHNICAL FORMS

Following should be the contents of the **Technical Proposal Envelope:**		
1.	Letter of Bid	Form T1
2.	Bidder Information	Form T2
3.	Affidavit for Bidder's Blacklisting Status	Form T3
4.	Declaration for Ultimate Beneficial Owners Information	Form T4
5.	Qualification Information	Form T5
6.	FIN Financial Situation and Performance	Form T6
7.	Annual Turnover (Annual Sales Value)	Form T7
8.	Manufacturer's Authorization	Form T8
9.	General Information Form	Form T9
10.	Details of Contracts of Similar Nature and Complexity	Form T10
11.	Bid Security	Form T11

Form T1 Letter of Bid

INSTRUCTIONS TO BIDDERS: (delete this box once you have completed the document)

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Date of this Bid submission: **Thursday, 15 June 2023**
IFB No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

To: **SBP Banking Services Corporation (HOK)**

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

(a) the Technical Proposal, and
(b) the Financial Proposal.

In submitting our Bid we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
(d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *Supply, Installation, Maintenance & Technical Support of Rack Servers;*
(e) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 23.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
(f) **Performance Guarantee**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
(g) **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, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 19**;
(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
(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 or institution but meet the requirements of*];
(j) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
(k) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

(l) **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.

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

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [*insert complete name of 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 person whose name and capacity are shown above*]

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

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T2 Bidder Information

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

1. Bidder's Name *[insert Bidder's legal name]*
2. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
3. Bidder's year of registration: *[insert Bidder's year of registration]*
4. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
5. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
6. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ Establishing that the Bidder is not under the supervision of the Procuring Agency 7. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T3 Affidavit for Bidder's Blacklisting Status

IFB No: GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title: Supply, Installation, Maintenance & Technical Support of Rack Servers
Bidder:

[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per Stamp Duty Act]

To:

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

Affidavit for Bidder's Blacklisting Status

Dear Sir,

I/We hereby confirm and declare that I/We, _____ has/have not been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority(NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years.

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of contract.

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T4 Declaration for Ultimate Beneficial Owners Information

[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per Stamp Duty Act]

IFB No: GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title: Supply, Installation, Maintenance & Technical Support of Rack Servers
Bidder:

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediarycompanies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association ofPersons/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 personor arrangement

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

1	2	3	4	5	6	7	8

Name and surname (InBlock 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 infull or the registered/ principal office address for a subscriber other thannatural 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 & signature
(Person authorized to issue notice on behalf of the company)

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T5 Qualification Information

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

1. Individual Bidder

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of Supplies delivered ***(during last 03)*** years.

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the **last 05 years**. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

#	Project Description	Name of Procuring Agency and contact person	Type of Supplies provided and year of completion	Value of Contract

1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

#	Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.3(d).

#	Position	Name	Years of experience (general)	Years of experience in proposed position

1.6 Proposed sub-contracts and firms involved. Refer to GCC 18.

#	Sections of the Services	Value of Sub-contract	Sub-contractor	Sections of the Services

1.7 Financial reports for the **last 03 years**: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.10 Information regarding any litigation, current or within the last (05) years, in which the Bidder is or has been involved.

#	Other party(ies)	Cause of dispute	Details of litigation award	Amount involved

1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.

1.12 Statement of compliance with the requirements of ITB 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Additional Requirements

2.1 Bidders should provide any additional information required in the Bid Data Sheet as delineated under **Table-Y** and to fulfill the requirements of ITB 12.1, if applicable.

Table-Y: Minimum Eligibility / Qualification Criteria				
	Eligibility / Qualification Criteria	**Means of Verifications**	**Reference in Bid**	**Bidder's Assessment (Yes/No)**
a	Bidder must be Original Equipment Manufacturer (OEM) or OEM's Authorized Partner having valid partnership certificate of OEM for last 03 (three) consecutive years;	In case of Partner, OEM Certificate/ OEM letter/ Web reference as proof of being a valid authorized Partner of the OEM for last 03 (three) consecutive years;		
b	Bidder must be authorized by their OEM specifically for this procurement;	In case of Partner, Authorization Letter from OEM must be provided		
c	Bidder must have experience of at least 03 (three) similar assignments of supply and technical support of Rack Servers during last 05 (five) years;	Attach Copy of Purchase or Delivery Orders or Contracts or project Completion or Sign-off Certificate with contact details.		
d	Bidder must have support/branch office in Karachi;	Provide the address and phone numbers of the Offices / Service Centers		
e	Bidder must have technical strength of at least 02 (two) OEM trained / certified Technical Resources;	Provide relevant OEM training certificates of at least two (02) resources.		
f	Bidder must have Annual Sales volume/Gross Turnover of at least Rs.500 million in any of the last 03 (three) years;	Copy of Audited Financial Statements is required		
g	Bidder must be registered with Income and Sales Tax Department and must appear on Active Taxpayer List of FBR;	Attach copy of valid NTN certificate, GST certificate and proof of FBR Active Tax Payer list.		
h	Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).	Provide affidavit as per Form T3		

We, the undersigned declare that the information contained in and attached to this form is true and accurate as of the date of bid submission

Authorized Signature:_____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form T6 FIN Financial Situation and Performance

[The following table shall be filled in for the Bidder]

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

1. Financial data

Type of Financial information in (currency)	**Historic information for previous** *_[insert number] years, [insert in words]* **(amount in currency, currency, exchange rate,)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Bidder, and not an affiliated entity (such as parent

company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements for the ***[03]*** years required above; and complying with the requirements.

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T7 Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Bidder]

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

Annual turnover data			
Year	**Currency**	**Exchange rate**	**PKR equivalent**
[indicate calendar year]	*[indicate currency]*		

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T8 Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS.**]*

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of product]*, having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:
We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the IT Goods offered by the above firm.

We hereby extend our full guarantee and warranty for the goods/solution offered by the above firm against this Invitation for Bids. Quoted model / product is not on End of Support notice including spare parts availability for the next 07 (seven) years from the time of Bid submission.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Form T9 General Information Form

All individual firms that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.
Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s).

Date: Thursday, 15 June 2023
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1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of beneficial owners along with shares percentage			
Name		Nationality	Share Percentage
1.			
2.			
3.			
4.			
5.			
To be completed by all owners of partnerships or individually owned firms.			

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T10 Details of Contracts of Similar Nature and Complexity

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

Name of Bidder :

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Procuring Agency	
3.	Procuring Agency address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) □Prime Supplier □ Management Contractor □ Subcontractor □ Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount PKR Total contract: ___; Subcontract: _____; Partner share: _____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed PKR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and PKR amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T11 Bid Security

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: SBP Banking Services Corporation

No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

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

Bid Security Valid Till: 30-Nov-23.

We have been informed that _____ *[insert name of the Bidder]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. **No.**: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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 _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract ; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____

[Signature(s)]

FINANCIALS FORMS

Following should be the contents of the **Financial Proposal Envelope:**		
1.	Price Schedule Forms	Form F1
2.	Supply and Installation Cost Table	Form F2
3.	Recurrent Cost Sub-Table	Form F3
4.	Grand Summary Cost Table	Form F4

Form F1 Price Schedule Forms

(To be Part of Separately Sealed Financial Proposal Envelope)

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

1. The Price Schedules are divided into separate Schedules as follows:
   i. Supply and Installation Cost Sub-Table(s)
   ii. Recurrent Cost Sub-Tables(s)
   iii. Grand Summary Cost Table
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these Bidding Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 15 and 16. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Procuring Agency will correct any arithmetic error.
7. Payments will be made to the Supplier in the currency, method and conditions specified in the SCC 11 of the Contract.

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form F2 Supply and Installation Cost Table

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

A. Cost of Supplies (in USD or PKR)								
#	**Description**	**Brand & Model**	**Country of Origin**	**Qty**	**Unit Cost in *(in USD or PKR)***	**GST *(in USD or PKR)***		**Amount *(in USD or PKR)***
				Q	C	**%**	**Amount (T)**	**Q x (C + T)**
1	Rack Server			30		18%		
2	KVM			03		18%		
	Total Cost of Supplies *(in USD or PKR)*							

Note:-

i. For Information System / Goods originating in Pakistan, the currency of the Bid shall be Pakistani Rupees (PKR);

ii. For Information System / Goods originating outside Pakistan, the Bidder shall express its Bid in US Dollars (USD) or Pakistani Rupees (PKR).

iii. In case of Bid quoted in Foreign Currency (FCY), the total amount payable against complete goods/supplies shall be locked in equivalent PKR at Mark to Market rate (M2M) as notified by State Bank of Pakistan prevailing on the Delivery Date mentioned in Delivery Completion Certificate issued by Procuring Agency's Technical Team.

iv. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.

v. Prices should be inclusive of all applicable taxes and duties.

vi. Before filling this form kindly read the required Technical Specification & Service Level Agreement.

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form F3 Recurrent Cost Sub-Table

B. 5 Years SLA Charges in PKR									
Region	**Year1**	**Year2**	**Year3**	**Year4**	**Year5**	**5 Year SLA Charges in PKR**	**Tax in PKR**		**Amount in PKR**
	Y1	Y2	Y3	Y4	Y5	Y1+Y2+Y3+Y4+Y5 **(S)**	**%**	**Amount (T)**	**(S+T)**
Sindh							13%		
								Total Cost of SLA in PKR	

Note:

i. For SLA / Maintenance and Support Services, the Bidder shall express its Bid in Pakistani Rupees (PKR).

ii. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.

iii. Prices should be inclusive of all applicable taxes and duties.

iv. Before filling this form kindly read the required Technical Specification & SLA.

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form F4 Grand Summary Cost Table

Date: Thursday, 15 June 2023
No.: *GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Title of Procurement: Supply, Installation, Maintenance & Technical Support of Rack Servers

#	Description	Amount
A	Supply and Installation Costs (PKR/USD)	
Amount in Words (A):		
B	Recurrent Costs /SLA Charges (PKR)	
Amount in Words (B):		

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Part B
CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	***Definitions***	1.1	The following words and expressions shall have the meanings hereby assigned to them:	
			a)	**"Authority"** means Public Procurement Regulatory Authority.
			b)	The "**Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract **GCC Clause 45** hereunder.
			c)	The **"Contract**" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d)	The "**Commencement Date"** is the date when the Supplier shall commence execution of the contract as specified in the **SCC.**
			e)	"**Completion**" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f)	**"Country of Origin"** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the **SCC**.
			g)	The **"Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h)	**"Effective Contract date"** is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in **GCC Clause 5.**
			i)	**"Procuring Agency"** means the person named as Procuring Agency in the **SCC** and the legal successors in title to this person, procuring the Goods and related service, as named in **SCC.**
			j)	**"Related Services"** means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			k)	**"GCC**" means the General Conditions of Contract contained in this section.
			l)	"**Intended Delivery Date"** is the date on which it is intended that the Supplier shall effect delivery as specified in the **SCC.**
			m)	"**Information System**," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract
			n)	**"SCC"** means the Special Conditions of Contract.

			o)	"**Supplier**" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract, and includes the legal successors or permitted assigns of the supplier and shall be named in the **SCC**.
			p)	**"Project Name**" means the name of the project stated in **SCC**.
			q)	**"Day"** means calendar day.
			r)	**"Eligible Country"** means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			s)	**"End User"** means the organization(s) where the goods will be used, as named in the **SCC**.
			t)	**"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			u)	"**Force** Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, **"Force Majeure"** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			v)	**"Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
			w)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	***Application and interpretation***	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.	

		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: i. Appendix -1 Bid Acceptance Letter ii. Appendix -2 Supplier Acceptance Letter iii. Appendix-3 Supplier's Representative iv. Appendix-4 Technical Specifications v. Appendix-5 Schedule of Requirements; vi. Appendix-6 Form of Bid & Price Schedule vii. Appendix-7 Payment Schedule viii. Appendix-8 Supplier Account Form (S2) ix. Appendix -9 Performance Guarantee (Bank Guarantee) x. Appendix -10 Integrity Pact xi. Appendix-11 Declaration for Beneficial Ownership xii. Appendix-12 Sample Forms of the Contract 1. I. Sample Approval Certificate 2. II. Delivery Confirmation Certificate 3. III. Installation Certificate Form 4. IV. Operational Acceptance Certificate Form xiii. Appendix-13. The Supplier's Bid
3.	***Conditions Precedent***	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the **SCC**; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	***Governing Language***	4.1	The Contract 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 **SCC**. Subject to **GCC Clause 3.1**, the version of the Contract written in the specified language shall govern its interpretation.
5.	***Applicable Law and Effectiveness of the contract***	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC.**

		5.2	The Contract shall be effective from the date specified in the SCC,
6.	***Country of Origin***	6.1	The origin of goods and services making information systems may be distinct from the nationality of the Supplier.
7.	***Scope of the Information System***	7.1	Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan
		7.2	The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
		7.3	The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings
8.	***Supplier's Responsibilities***	8.1	The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
		8.2	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract
		8.3	The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.

		8.4	The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract.
		8.5	The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency.
		8.6	The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
		8.7	Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country.
		8.8	The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.
		8.9	Other Supplier responsibilities, if any, are as stated in the SCC.
9.	***Procuring Agency's Responsibility***	9.1	The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract.
		9.2	The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.

		9.3	The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
		9.4	If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
		9.5	In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
		9.6	The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion
		9.7	Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
		9.8	The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
		9.9	The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

		9.10	The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.	
		9.11	Other Procuring agency responsibilities, if any, are as stated in the SCC.	
10.	***Prices***	10.1	The contract price shall be as specified in the Contract Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.	
		10.2	Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.	
11.	***Payment***	11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in **SCC**.	
		11.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.	
		11.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the **SCC.**	
		11.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in **SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.	
		11.5	All payments shall be made in the currency or currencies specified in the **SCC** pursuant to **GCC Clause 11.4**	
12.	***Performance Guarantee***	12.1	The proceeds of the Performance Security (or 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.	
		12.2	The Performance Guarantee shall be in one of the following forms:	
			a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
			b)	A cashier's or certified check.
		12.3	The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in **SCC**.	
13.	***Taxes and Duties***	13.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.	

		13.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		13.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the Procuring Agency.
14.	***Copy Rights***	14.1	The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
		14.2	The Procuring agency agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials
		14.3	The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC
		14.4	As applicable, the Procuring agency's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Procuring agency. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring agency may consider necessary or desirable to perfect the right, title, and interest of the Procuring agency in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring agency, and where permitted by applicable law, ensure that the holder of such a moral right waives it.
		14.5	The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are **specified in the SCC** and in **accordance with the SCC**
15.	***Software License Agreements***	15.1	Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring agency, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software. Such license to access and use the Software shall: (a) be: (i) nonexclusive;

			(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41; (iii) valid throughout the territory of the Procuring agency's Country (or such other territory as specified in the SCC); and (iv) subject to additional restrictions (if any) as specified in the SCC.
			b) permit the Software to be: (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup; (ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class; (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;
			(iv) reproduced for safekeeping or backup purposes; (v) customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract; (vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
			(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.

		15.2	The Standard Software may be subject to audit by the Supplier, in accordance with the terms **specified in the SCC,** to verify compliance with the above license agreements.
16.	***Confidential Information***	16.1	Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
		16.2	For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.
		16.3	Notwithstanding GCC Clauses 16.1 and 16.2: (a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and (b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.
		16.4	The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.
		16.5	The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which: (a) now or hereafter enters the public domain through no fault of the Receiving Party; (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party; (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

		16.6	The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
		16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
17.	***Project Plan***	17.1	In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		17.2	The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC
		17.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35.
		17.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract
		17.5	The Progress and other reports **specified in the SCC** shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements.
18.	***Sub-contracting***	18.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract
		18.2	The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause 18.3.

		18.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement.
19.	***Procurement and Delivery***	19.1	Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site
		19.2	Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements
		19.3	Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld.
20.	***Transportation***	20.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring agency's instructions to the Supplier.
		20.2	The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
		20.3	Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

21.	***Documents***	21.1	Unless otherwise **specified in the SCC,** the Supplier will provide the Procuring agency with shipping and other documents, as specified below; (i) For Goods supplied from outside the Procuring agency's Country: Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company: (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) usual transportation documents; (c) insurance certificate; (d) certificate(s) of origin; and (e) estimated time and point of arrival in the Procuring agency's Country and at the site. (ii) For Goods supplied locally (i.e., from within the Procuring agency's country): Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate: (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) certificate of insurance; (d) certificate(s) of origin; and (e) estimated time of arrival at the site.
22.	***Product Upgrades***	22.1	At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Procuring agency the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.

		22.2	At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring agency any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Procuring agency's Country.
		22.3	During performance of the Contract, the Supplier shall offer to the Procuring agency all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Procuring agency's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.
23.	***Inspections and Test***	23.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. **SCC** and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		23.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		23.3	Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency.
		23.4	The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin.
		23.5	The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected

		23.6	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.
24.	***Installation of the System***	24.1	As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing
		24.2	The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.
		24.3	If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.
25.	***Commissioning***	25.1	Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier: (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3.

		25.2	The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing
26.	***Operational Acceptance Tests***	26.1	The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan. At the Procuring agency's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.
		26.2	If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.
27.	***Operational Acceptance***	27.1	Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or c) the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring agency and document such use
		27.2	At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

		27.3	After consultation with the Procuring agency, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall: (a) issue an Operational Acceptance Certificate; or (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises.
		27.4	The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring agency, and the Procuring agency, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring agency of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The Procuring agency shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
		27.5	If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either: (a) the Procuring agency may consider terminating the Contract, pursuant to GCC Clause 41; or (b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring agency to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.
		27.6	If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice
28.	***Partial Acceptance***	28.1	If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2

		28.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		28.3	In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring agency or Supplier.
29.	***Warranty/ Defect Liability Period***	29.1	The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Information System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
		29.2	This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the **SCC.**
		29.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		29.4	Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier
		29.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

30.	***Intellectual Property Rights Indemnity***	30.1	The Supplier shall indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring agency or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of: (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring agency's breach of GCC Clause 30.2.
		30.2	Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.
		30.3	Such indemnities shall also not apply if any claim of infringement: (a) is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization; (b) is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or (c) results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier
31.	***Insurance***	31.1	The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC.**

32.	***Limitation of Liability***	32.1	Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: (a) 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 (b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement	
33.	***Related Services***	33.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**:	
			a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
			b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided.
		33.2	Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	
34.	***Change Orders***	34.1	The Procuring Agency may at any time, by a written order given to the Supplier**,** make changes within the general scope of the Contract in any one or more of the following:	
			a)	Drawings, designs, or specifications;
			b)	The method of shipment or packing;
			c)	The place of delivery; and/or
			d)	The Services to be provided by the Supplier.
		34.2	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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.	

		34.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
35.	***Contract Amendments***	35.1	Subject to **GCC Clause 34**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
36.	***Assignment***	36.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
37.	***Sub-contracts***	37.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
38.	***Delays in the Supplier's Performance***	38.1	Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		38.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		38.3	Except as provided under **GCC Clause 41**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 39**, unless an extension of time is agreed upon pursuant to **GCC Clause 38.2** without the application of liquidated damages.
39.	***Liquidated Damages***	39.1	Subject to **GCC Clause 41**, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 40.**
40.	***Termination for Default***	40.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

		40.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:	
			a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or
			b)	the Supplier fails to perform any other obligation(s) under the Contract;
			c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the **SCC;**
			d)	the supplier has abandoned or repudiated the contract.
			e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
			g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
			h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		40.3	For the purpose of this clause:	
			"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.	
		40.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to **GCC Clause 26.1,** the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.	

41.	***Termination for Force Majeure***	41.1	Notwithstanding the provisions of **GCC Clauses 38, 39**, and 40, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, ''Force Majeure'' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent	
		41.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, 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.	
42.	***Termination for Insolvency***	42.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.	
43.	***Termination for Convenience***	43.1	The Procuring Agency, by written 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 Contract is terminated, and the date upon which such termination becomes effective.	
		43.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, 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 Goods and Services and for materials and parts previously procured by the Supplier.
44.	***Transfer of Ownership***	44.1	With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the	

			Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
		44.2	Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements
		44.3	Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
45.	***Disputes Resolution***	45.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		45.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
46.	***Procedure for Disputes Resolution***	46.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the **SCC**.
		46.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		46.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the **SCC**.
47.	***Replacement of Arbitrator***	47.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
48.	***Notices***	48.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.
		48.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is **SBP Banking Services Corporation, I.I Chundrigar Road, Karachi.**
2.	1.1(d) (h)	Effective Contract date: _____.
3.	1.1(o)	The Supplier is: [*Name and address]*
4.	1.1(p)	The title of the subject procurement or The Project is *Supply, Installation, Maintenance & Technical Support of Rack Servers*
Governing Language (GCC 4)		
5.	4.1	The Governing Language shall be **English.**
Applicable Law (GCC 5)		
6.	5.1	The Applicable Law shall be **Laws of Pakistan**
	5.2	The Contract shall be effective from the date……
Country of Origin (GCC 6)		
7.	6.1	Country of Origin is …….
Scope of the System (GCC 7)		
8.	7.1	The Scope of the System is to acquire Rack Server Systems for SBP Main Building, Karachi.
Supplier Responsibilities (GCC 8)		
9.	8.1	The Supplier shall have the following additional responsibilities: ***None.***
Procuring Agency's Responsibilities (GCC 9)		
10.	9.1	The Procuring agency shall have the following additional responsibilities: ***None.***

Price (GCC 10)		
11.	10.1	Prices payable to the Supplier as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any tax, levy of additional tax or duty during the currency of the contract that to 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.
Payment (GCC 11)		
12.	11.1	Payment for Goods/Supplies and Services/SLA shall be made in **Pakistani Rupees (PKR)**, as follows: 1. **Payment after Delivery and Installation:** **70%** (seventy percent) of all Supplies cost will be paid after the issuance of Delivery Completion and Installation Certificates for complete delivery and installation duly signed by authorized representative of the Procuring Agency's Technical Team. 2. **Payment after Operational Acceptance:** **30%** (thirty percent) of all Supplies cost will be paid after the issuance of Operational Acceptance Certificate duly signed by authorized representative of the Procuring Agency' Technical Team. In case of Bid quoted in Foreign Currency (FCY), the total amount payable against complete goods/supplies shall be locked in equivalent PKR at Mark to Market rate (M2M) as notified by State Bank of Pakistan prevailing on the Delivery Date mentioned in Delivery Completion Certificate issued by Procuring Agency's Technical Team. 3. **SLA Payments:** SLA shall be paid in PKR at the end of each six month period subject to confirmation from Procuring Agency's Technical Team
13.	11.3	Interest on late payment is **Not Applicable**
Performance Guarantee (GCC 12)		
14.	12.1	**5%** Performance Guarantee is required against the entire contract amount for the entire contract period. (Performance Guarantee is required at the time of signing of contract).

15.	12.4	After delivery and acceptance of the Information System, **5%** percent of the Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with **GCC Clause 29.**
Taxes and Duties (GCC 13)		
16.	13.	During the currency of the contract, any subsequent legislation enacted, changes in the rate of any tax, levy of additional tax or duty 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.
Copy Rights (GCC 14)		
17.	14.3	The Procuring agency may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: ***None***
18.	14.4	The Procuring agencies and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows: **Not Applicable** The Procuring agencies and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows : **Not Applicable**
19.	14.5	Procuring Agency's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software is **Not Applicable**
Software License Validity (GCC 15		
20.	15.1 (a)(iii)	The Standard Software license shall be valid ***"throughout the territory of the Procuring Agency's Country;"***
21.	15.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions: **Not Applicable.**
22.	15.1(b)(ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer*:* ***Not Applicable***
23.	15.1(b)(vii)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense)*:* ***Not Applicable***
24.	15.1(b)(vii)	In addition to the persons specified in GCC Clause 15.1 (b) (vi), the Software may be disclosed to, and reproduced for use by: ***Not Applicable***
Confidential Information (GCC 16)		
25.	16.1	In addition to confidentiality terms expressed in GCC Clause 16, Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.

		The Supplier shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent. In case of any disclosure related to the bidding process and contractual obligations at any stage by Supplier, the Procuring Agency's may terminate the contract.
26.	16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for **05 Years**
Project Plan (GCC 17)		
27.	17.1	**Not Applicable**
28.	17.2	**Not Applicable**
29.	17.5	**Not Applicable**
Sub-Contracting (GCC 18)		
30.	18.1	**Not Applicable**
Transportation (GCC 20)		
31.	20.3	The Supplier is required under the Contact to transport the Goods to a specified place of destinations [***i.e. Customer Site(s) specified in Section V: Schedule of Requirements, Technical Specification]*** within the Islamic Republic of Pakistan, including insurance and storage, shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price. The Supplier shall be free to use transportation through carriers registered in any eligible country and shall obtain insurance from any eligible source country till the complete delivery of goods at Delivery Site(s) specified in the Implementation Schedule of Section V.
Documents (GCC 21)		
32.	21.1	The Supplier shall provide to the Procuring agency documents as specified in the GCC.
Products Upgrade (GCC 22)		
33.	22.1	The Supplier shall provide the Procuring agency: ***"with all new versions, releases, and updates to all Software/Firmware upgrades during the Warranty / SLA Period without any additional cost."***

Inspections and Tests (GCC 23)		
34.	23.1	***Necessary and appropriate clauses related to inspection/test:*** *As specified in Section V: Schedule of Requirements, Technical Specification.*
Installations (GCC 24)		
35.	24.1	*As specified in Section V: Schedule of Requirements, Technical Specification.*
Operational Acceptance Test (GCC 26)		
36.	26.1	Operational Acceptance Testing shall be conducted in accordance with ***Section V: Schedule of Requirements, Technical Specification.***
Defect Liability (GCC 29)		
37.	29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: ***"Not applicable"***
38.	29.3	***Not Applicable***
39.	29.4	The Warranty Period (N) / SLA shall begin from the date of Operational Acceptance of the System or Subsystem and extend for ***"05 Years"***.
40.	29.5	During the Warranty / SLA Period, the Supplier must commence the work necessary to remedy defects or damage as specified in Section V: Schedule of Requirements, Technical Specification.
Intellectual Property Rights Indemnity		
41.	30.1	***"There are no Special Conditions of Contract applicable to GCC Clause 30."***
Insurance (GCC Clause 31)		
42.	31.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Procuring Agency after having been delivered at Customer Site(s) specified in Section V: Schedule of Requirements, Technical Specification); hence insurance coverage is Supplier's responsibility.
Related Services (GCC Clause 33)		
43.	33.1	Related services to be provided are specified in Section V: Schedule of Requirements, Technical Specification.
Change Orders (GCC 34)		
44.	34.1	There are no Special Conditions of Contract applicable to GCC Clause 34.

Assignment (GCC 36)		
45.	36.1	Contract can be assigned: **No**
Liquidated Damages (GCC Clause 39)		
46.	39.1	If the Supplier fails to achieve Operational Acceptance as per Project timelines, the Procuring Agency may deduct from the invoice payables for the One-time cost of the equipment as liquidated damages, a sum equivalent to 0.3 percent of the Contract Price for each week of delay until actual delivery is made, up to a maximum deduction of 10% of the Contract Price. After which the procuring Agency may consider termination of the contract. If the supplier fails to meet the maintenance and support SLA requirements the Procuring Agency may deduct from the invoice payables for SLA charges as liquidated damages, a sum equivalent to 0.01 percent per day of the Contract Price.
Procedure for Dispute Resolution (GCC Clause 45)		
47.	45.1	**Dispute Resolution** **In case of any dispute arising between the procuring agency and supplier (hereinafter referred to as parties) in connection with or arising out of the contract, the dispute shall be resolved amicably by the parties.** **1.** In case if the parties fail to resolve the dispute, such disputes shall be resolved through Arbitration in accordance with Arbitration Act 1940.
Notices (GCC Clause 48)		
48.	48.1	— Procuring Agency's address for notice purposes: Director ITOD Information Technology Operations Department 6th Floor, Main Building State Bank of Pakistan I.I. Chundrigar Road, Karachi —Supplier's address for notice purposes:

SECTION IX: CONTRACT FORMS

Form of Contract

THIS Contract made the _____ day of _____ 20_____ between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related-services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

    a) This form of Contract;
    b) General Conditions of the Contract;
    c) Special Conditions of Contract;
    d) Appendices (Contract);
        i. Appendix – 1 Bid Acceptance Letter
        ii. Appendix – 2 Supplier Acceptance Letter
        iii. Appendix – 3 Supplier's Representative
        iv. Appendix – 4 Technical Specifications
        v. Appendix – 5 Schedule of Requirements;
        vi. Appendix – 6 Form of Bid & Price Schedule
        vii. Appendix – 7 Payment Schedule
        viii. Appendix – 8 Supplier Account Form (S2)
        ix. Appendix – 9 Performance Guarantee (Bank Guarantee)
        x. Appendix – 10 Integrity Pact
        xi. Appendix – 11 Declaration for Beneficial Ownership
        xii. Appendix – 12 Sample Forms of the Contract
            I. Delivery Confirmation Certificate
            II. Installation Certificate Form
            III. Operational Acceptance Certificate Form
        xiii. Appendix – 13 The Supplier's Bid.

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related 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.

5. This Agreement can only be amended or extended in writing and upon mutual consent of both the parties.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Sign and seal, (for the Procuring Agency):

_____
Name:
Designation:

Witness 1: _____
Name:
Designation:

Witness 2: _____
Name:
Designation:

Sign and seal, (for the Service Provider/Supplier):

_____
Name:
Designation:

Witness 1: _____
Name:
Designation:

Witness 2: _____
Name:
Designation:

Appendices (Contract Forms)

Appendix – 1 Bid Acceptance Letter

Appendix – 2 Supplier Acceptance Letter

Appendix – 3 Supplier's Representative

Appendix – 4 Technical Specifications

Appendix – 5 Schedule of Requirements;

Appendix – 6 Form of Bid & Price Schedule

Appendix – 7 Payment Schedule

Appendix – 8 Supplier Account Form (S2)

Appendix – 9 Performance Guarantee (Bank Guarantee)

Appendix – 10 Integrity Pact

Appendix – 11 Declaration for Beneficial Ownership

Appendix – 12 Sample Forms of the Contract

I. Delivery Confirmation Certificate

II. Installation Certificate Form

III. Operational Acceptance Certificate Form

Appendix – 13 The Supplier's Bid

Appendix – 1 Bid Acceptance Letter

SBP Banking Services Corporation
General Services Department
Head Office

[Ref. No.] [Date]

IFB No: GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title: Supply, Installation, Maintenance & Technical Support of Rack Servers

To: *[name and address of the Supplier]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Appendix – 2 Supplier Acceptance Letter

[Ref. No.] [Date]

IFB No: GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title: Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier: [Manager]

To:

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

Supplier Confirmation Letter for "Supply, Installation, Maintenance & Technical Support of Rack Servers"

Dear Sir,

We hereby Confirm and Accept the Notification of Award (***Insert Ref. No. of NoA***) for "***Supply, Installation, Maintenance & Technical Support of Rack Servers****"* for a sum of .

We will submit requisite Performance Guarantee within fourteen (14) days and sign & return the Contract within fourteen (14) days from receipt of the Contract Form as per the terms of the Bidding Documents.

Yours Sincerely

Name

Designation

Date:

Appendix – 3 Supplier's Representative

No:	GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title:	Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier:	

Supplier's appointed Representatives are:

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	

Appendix – 4 Technical Specifications

No:	GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title:	Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier:	

To be included at the time of signing of contract

Appendix – 5 Schedule of Requirements

No:	GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title:	Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier:	

To be included at the time of signing of contract

Appendix – 6 Form of Bid & Price Schedule

No:	GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title:	Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier:	

To be included at the time of signing of contract

Appendix – 7 Payment Schedule

No:	GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title:	Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier:	

To be included at the time of signing of contract

Appendix – 8 Supplier Account Form (S2)

STATE BANK OF PAKISTAN
Finance Department
Supplier Bank Account Details Form

S-2

1. For OFFICE use: (Please Check)			
Office: **SBP☐ BSC☐**		Department: **General Services Department**	
Create New Supplier:☐		Create New Site:☐	
Update Supplier Info: ☐		Supplier Number:_____	
2. Supplier Information			
Supplier Name	[Manager]		
Supplier NTN		(9 digits)	
CNIC No.	- -	(15 digit) If NTN Not available	
Supplier Address			
Supplier City			
Contact No.		Mobile No.	
E-mail Address		Fax No.	
3. Bank Account Information			
Bank Name			
Branch Name			
Branch Address			
Account No. (IBAN)	PK	Branch Type	**Commercial ☐ Islamic ☐**
Branch License No.			
Account No. (17 digits)			Account Type:
Title of Account			

(Signature & Stamp of Supplier)

Note:

- Information without complete Bank Account Details & NTN/ CNIC will not be accepted.
- All Payments will be made to suppliers through Bank Account.
- Any change in Bank Account should be conveyed immediately to SBP. Otherwise SBP will not be responsible for credit into wrong account of supplier due to change in bank account details.

SBP Banking Services Corporation
Supplier Management Module
Supplier Creation Form

1.	Supplier Name	[Manager]	
2.	Supplier Number		
3.	Complete address of the Supplier		
4.	Supplier NTN (9 digits)		
	CNIC No. (15 digit)	- -	(If NTN Not available)
5.	Supplier Type		
6.	With Holding Tax Rate		
7.	Contact Number	Telephone:	
		Fax Number:	
8.	E-mail address		
9.	Bank Details	Bank Name	
		Branch Name	
		Address	
10.	Branch License Number		
11.	Bank Account Number		
12.	Title of Account		
13.	Account Type		
14.	Branch Code No.		

Appendix – 9 Performance Guarantee (Bank Guarantee)

No:	GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title:	Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier:	

Date:
No.
Amount:
Validity:

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services] (*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

Appendix – 10 Integrity Pact

SBP Banking Services Corporation

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Goods, Services & Works In Contracts Worth Rs.10.00 Million Or More

No:	GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title:	Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier:	

[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per Stamp Duty Act]

Contract Value: _____ Dated: _____

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

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

_____ _____

[Buyer] [Seller/Supplier]

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Appendix – 11 Form of Declaration for Ultimate Beneficial Owners Information

[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per Stamp Duty Act]

IFB No: GSD (PROC-I)/025961/Supply/Rack Servers/2023
Title: Supply, Installation, Maintenance & Technical Support of Rack Servers
Supplier:

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediarycompanies, entities or other legal persons or legal arrangements in the chain of ownershipor control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association ofPersons/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 personor arrangement

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

1	2	3	4	5	6	7	8

Name and surname (InBlock 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 infull or the registered/ principal office address for a subscriber other thannatural 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).

Appendix – 12 Sample Forms of the Contract

I. Delivery Confirmation Certificate

II. Installation Certificate Form

III. Operational Acceptance Certificate Form

I. Delivery Confirmation Certificate

Date:	*[insert: **date**]*
IFB:	*GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Contract:	*Supply, Installation, Maintenance & Technical Support of Rack Servers*

To:
*[insert: **name and address of Supplier**]*

Dear Sir or Madam:

Pursuant to Contract entered into between and ***State Bank of Pakistan Banking Services Pakistan*** (hereinafter the Procuring Agency") dated *[insert: **date of Contract**]*, relating to the"***Supply, Installation, Maintenance & Technical Support of Rack Servers"***, we hereby notify you that the Goods (or parts or major component thereof) was deemed to have been delivered as per the technical requirement and specification of the bidding documents/contrcaton the date specified below.

1. Description of the Goods (or relevant or parts or major component thereof): "***Supply, Installation, Maintenance & Technical Support of Rack Servers"***

2. Date of Delivery: *[insert:**date**]*

Notwithstanding the above, you are required to complete the outstanding items listed in Contract as soon as practicable. This letter shall not relieve you of your obligation to install, configure, integrate (as applicable) and achieve Operational Acceptance of the entire System (if applicable) in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director ITOD or nominee thereof

II. Installation Certificate Form

Date:	*[insert: **date**]*
IFB:	*GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Contract:	*Supply, Installation, Maintenance & Technical Support of Rack Servers*

To:
*[insert: **name and address of Supplier**]*

Dear Sir or Madam:

Pursuant to Contract entered into between and ***State Bank of Pakistan Banking Services Corporation*** (hereinafter the "Procuring Agency dated *[insert: **date of Contract**]*, relating to the *"**Supply, Installation, Maintenance & Technical Support of Rack Servers**",* we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *"**Supply, Installation, Maintenance & Technical Support of Rack Servers**"*

2. Date of Installation: *[insert: **date**]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director ITOD or nominee thereof

III. Operational Acceptance Certificate Form

Date:	*[insert: **date**]*
IFB:	*GSD (PROC-I)/025961/Supply/Rack Servers/2023*
Contract:	*Supply, Installation, Maintenance & Technical Support of Rack Servers*

To:
*[insert: **name and address of Supplier**]*

Dear Sir or Madam:

Pursuant to Contract entered into between and ***State Bank of Pakistan Banking Services Corporation*** (hereinafter the "Procuring Agency") dated *[insert: **date of Contract**]*, relating to the *"**Supply, Installation, Maintenance & Technical Support of Rack Servers**",* we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Agency hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): *"**Supply, Installation, Maintenance & Technical Support of Rack Servers**"*

2. Date of Operational Acceptance: *[insert: **date**]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director ITOD or nominee thereof

Appendix – 13 The Supplier's Bid