

IFB No: GSD. (Proc)/ 142 /Maint. & Support Hitachi Storages/Tape Lib.)/2012



BIDDING DOCUMENTS

Maintenance and Support Services for Hitachi Storage with Allied SAN Components and Tandberg Tape Library

January 2012

Procurement Division, General Services Department, State Bank of Pakistan (SBP BSC)
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Invitation for Bids (IFB)

IFB No: GSD. (Proc)/ 142 /Maint. & Support Hitachi Storages/Tape Lib.)/2012
January 19, 2012

1. The State Bank of Pakistan intends to acquire maintenance and support services for its existing Hitachi AMS 1000 storage along with its allied SAN Components and Tandberg Tape Library, which are being used for data storage.
2. Procurement Division, General Services Department (SBP BSC) on behalf of State Bank of Pakistan now invites sealed bids from tax registered eligible Bidders for ***“Maintenance and Support Services for Hitachi Storage with Allied SAN Components and Tandberg Tape Library”*** for its existing hardware tabulated as under:

PACKAGE A: (Hitachi Storage with Allied SAN Components)

Items	Qty	Maintenance Coverage
Hitachi AMS1000 Storage subsystem	1	From 16-03-2012 to 15-03-2013
FC SAN Switch	4	

PACKAGE B: (Tandberg Tape Library)

Items	Qty	Maintenance Requirement
Tandberg Tape Library	1	From 16-03-2012 to 15-03-2013

3. Bidding will be conducted using the Negotiated Tendering procedures in accordance with Rule 42 d (ii) Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR2004 that meet the following minimum qualification criteria:

Bidders must be a manufacturer or an authorized agent/dealer/partner of the manufacturer of required equipment in Pakistan with a minimum of three (3) years of experience in service, support and maintenance of similar hardware. Bidders must be in possession of a currently valid authorization certificate of OEM. Bidders must have a documented track of having completed at least two (2) similar assignments, during last three (3) years of similar functional/technical characteristics and of a comparable scale. They should have adequate current assets; at least three (3) times the amount of bid and sale volume of at least Rs.10 million for Package A and Rs. 5 million for Package B in any of last 5 years. The interested bidder should have verifiable support services set-up in Karachi manned by experts with recognized certification. Bidder must be registered with Income Tax and Sales Tax Department.

4. Bidders will submit bids for one or more COMPLETE PACKAGE, evaluation of bids and contract award will be done accordingly.
5. The Bidders are requested to give their best and final prices as no negotiations are expected. The rates quoted must remain valid for a period of ninety (90) days after opening of tenders.
6. All bids must be accompanied by a bid security of not less than 2% of the bid price. If items specified in technical specifications are quoted as options, the cost of highest option would be used to calculate the bid security. Late bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will also be rejected. Bid with material deviation exception, objection, conditionality, or reservation; shall also be rejected.
7. Interested eligible Bidders may acquire further information and obtain the bidding documents without any charges on the submission of a written application to the address mentioned below. The bidding documents can also be downloaded from PPRA and SBP websites as well.
8. Bids must be delivered to the address below on or before **Tuesday, February 7, 2012 at 1100 Hours**. Bids will be opened in the presence of bidders' representatives who choose to attend at 1130 Hours same day at Conference Room, General Services Department 4th Floor Subsidiary House, I.I Chundrigar Road, State Bank of Pakistan, Karachi –Pakistan

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Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 State Bank of Pakistan, having its principal place of business at I.I Chundrigar Road, Karachi, which terms, wherever the context permits shall be deemed to include its subsidiaries hereinafter interchangeably called "Bank", invites sealed bids from tax registered eligible Bidders for *"Maintenance and Support Services for Hitachi Storage with Allied SAN Component and Tandberg Tape Library"* for its existing hardware as described in greater detail in these Bidding Documents.
- 1.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract(s) are provided in the BDS.

2. Eligible Bidders

- 2.1 Except as provided in ITB Clauses 2.2 and 2.3, this bidding process is open to bidders as per following criteria:
 - (a) if a pre-qualification process has been undertaken, as outlined under Rule 15 of PPR-2004, for the Contract(s) for which these Bidding Documents have been issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible
 - (b) if a pre-qualification process has not been undertaken for the Contract(s) for which these Bidding Documents have been issued, then all national firms duly registered with relevant tax and other authorities required under Federal Government's rules, laws, statutes or relevant instructions ; consistent with PPR-2004, or instructions contained in this document and firms from eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government
- 2.2 In either case, Joint Ventures, which include members from ineligible source countries or ineligible firms, shall not be permitted to bid.
- 2.3 Firm engaged by the Bank to provide consulting services for the above procurement described in these Bidding Documents will not be eligible for bidding.
- 2.4 A firm declared ineligible by the Bank in accordance with Rule 19 of PPR2004 shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank or any other appropriate authority.
- 2.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.
- 2.6 Should meet all the eligibility conditions as defined in BDS

3. Qualification of the Bidder

- 3.1 All bidders shall provide, Form of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 3.2 All bidders shall include the following information and documents with their bids, unless otherwise stated in the **Bid Data Sheet**:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total sale value of Services performed for each of the last five years;

- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Bank to seek references from the Bidder's bankers;
- (i) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

3.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data Sheet:

- (a) the Bid shall include all the information listed in Sub-Clause 3.2 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria :

- (a) annual volume of Services of at least the amount specified in the Bidding Data Sheet;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data Sheet;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as

Manager; and

- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data Sheet.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

Notwithstanding the foregone qualification criteria, the qualifications requirements, if stated in BDS would take precedence

- 3.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-Clause 3.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Bidding Data Sheet.

4. One Bid per Bidder

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs.

6. Site Visit

- 6.1 If the conditions so permit, the Bank may allow Bidder 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.
- 6.2 If the conditions so permit, the Bank 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 Bank adequate notice of a proposed visit of at least seven (07) days when bid submission period is fifteen (15) days and at least fourteen (14) days when bid submission period is thirty (30) days. Alternatively, the Bank may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.2. Until otherwise stated in BDS failure of a Bidder to make a site visit will not be a cause for its disqualification.
- 6.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

B. Bidding Documents

7. Content of Bidding Documents

- 7.1 The contents of the Bidding Documents are listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9:

- Instructions to Bidders (ITB)
- Bid Data Sheet (BDS)
- Form of Contract
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Description of Services
- Performance Specifications

Activity Schedule
Security forms

- 7.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 7.3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.
- 7.4 Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids

8. Clarification of Bidding Documents and Pre-bid Meeting

- 8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Bank in writing at the given address and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be unacceptable; such an issue should be raised as soon as possible. The Bank will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than seven (07) days when bid submission period is (15) days and twenty-one (21) days when bid submission period is thirty (30) days prescribed by the Bank. Copies of the Bank's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Bank.
- 8.2 When specified in the BDS, the Bank will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Bank. Any modification to the Bidding Documents listed in ITB Clause 7.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Bank only by issuing an Addendum pursuant to ITB Clause 9 and not through the minutes of the pre-bid meeting.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 9.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Bank. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.
- 9.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004

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 Purchaser shall be written in English. 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 passages in English in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 11. Documents Comprising the Bid**
- The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) Any other materials required to be completed and submitted by bidders, as specified in the Bidding Data Sheet.
- 12. Bid Prices**
- 12.1 The Contract shall be for the Services, as described in Description of Services to the contract and in the Performance Specifications, based on the Activity Schedule by the Bidder.
- 12.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and as listed in the Activity Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 12.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
- 12.4 If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 12.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Breakdown of the Contract Price.
- 13. Currencies of Bid and Payment**
- Price shall be quoted by the Bidder and the payments to be made by Purchaser would in Pak Rupees unless otherwise provided at SCC
- 14. Bid Validity**
- 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet.
- 14.2 In exceptional circumstances, the Bank may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 15 in all respects.

15. Bid Security

- 15.1 The bid security shall be denominated in the currency of the bid:
- (a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank ;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country;
 - (c) be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank prior to bid submission;
 - (d) be payable promptly upon written demand by the Bank;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 16.2.
- 15.2 The bid security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid and shall list all partners of the Joint Venture

16. Format and Signing of Bid

- 16.1 The Bidder shall prepare an original and the number of copies/sets of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID," "COPY NO. 1,." In the event of any discrepancy between them, the original shall govern.
- 16.2 The original and all copies of the bid, each consisting of the documents listed in ITB Clause 11.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 11.1 (d). 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 an amended printed literature, shall be initialed by the person or persons signing the bid.
- 16.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

17. Sealing and Marking of Bids

- 17.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. [number]." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Purchaser at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE [time and date],".
- 17.2 In addition to the identification required in Sub-Clause 17.1, the inner envelopes 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 21.
- 17.3 If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.

18. Deadline for

- 18.1 Bids must be received by the Purchaser at the address specified in Bid Data

Submission of Bids

Sheet no later than the time and date specified in the Bid Data Sheet.

18.2 The Bank may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. Late Bids

Any Bid received by the Bank after the deadline prescribed in Clause 18 will be returned unopened to the Bidder.

20. Modification and Withdrawal of Bids

23.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

23.2 No bid may be modified after the deadline for submission of bids.

23.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security

E. Bid Opening and Evaluation

21. Bid Opening

The Bank will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance

22. Process to Be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process pursuant to rule 41 of PPR2004. Any effort by a Bidder to influence the Bank's processing of bids or award decisions may result in the rejection of his Bid.

23. Clarification of Bids

During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted

24. Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25. Correction of Errors

25.1 Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis: 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

25.2 The amount stated in the Bid will be adjusted by the Bank 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, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 15.5(d).

26. Evaluation and

The bids determined to be responsive through preliminary evaluation pursuant to ITB 24 and 25 shall be evaluated in detail. Upon commercial and technical

Comparison of Bids

compliance stated in the bidding documents Form I and II of Section IV. The Purchaser will award the Contract to the Bidder who has offered the lowest evaluated cost.

27. Contacting the Purchaser

27.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

27.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

28. Award Criteria

Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive based on the evaluation criteria and has offered the lowest cost, emerged as a lowest evaluated bid. Provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

29 Bank's Right to Accept any Bid and to Reject any or all Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.

30 Bank's Right to Vary Inputs/Outputs at Time of Award

30.1 Bank reserves the right at the time of contract award to increase or decrease inputs or outputs originally specified in the BDS without any change in unit price or other terms and conditions.

30.2 Provided such variation does not affect the basis of advertisement threshold; as provided at Rule 12 of PPR-2004, on basis of originally estimated cost.

31. Notification of Award and Signing of Agreement

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32 Disqualification prior to Contract Signing

32.1 If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 should be met. However after issuance of Notification of Award and prior to entry into force of the procurement contract as per Rule 40 of PPR-2004 if a supplier or contractor has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a contractor or a supplier if the conditions of his qualification are invalidated the next lowest evaluated bid will be rendered as responsive if accepting this bid does not conflict with Rule 2 (1). For rejecting the lowest responsive bid and opting for 2nd lowest bidder, opportunity of being heard should be provided to bidder with lowest evaluated bid and prior approval of competent authority of Bank must be obtained.

32.2 This process conforms to Rule 4 of PPR-2004 which requires "the

procurement process to be efficient and economical”. Re-starting the process will be inconsistent with foregoing.

33. Performance Guarantee

- 33.1 Within twenty-one (21) days, or any other period specified in BDS, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as specified in BDS as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 33.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to next lowest evaluated bidder.

34. Advance Payment and Security

The Bank will provide an Advance Payment on the Contract Price if as stipulated in the Special Conditions of Contract.

35. Adjudicator

Insofar as reasonably possible Bank proposes that the nominee of Legal Services Department, SBP would be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator.

36. Code of Conduct

It is the Bank’s policy to require that Consultant/ Service Providers, Suppliers, and Contractor Providers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in PPR2004 which defines:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

36.1 Under Rule 19 of PPR-2004, “The Bank can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management :

Nature of Offense/Fault	Means of Verification	Proposed Action under Rule 19
Corruption	Actual instance verifiable as per law of land and SBP Regulations	Permanent debarment and blacklisting. To be publicized on SBP and PPRA websites
Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Service Provider/	Debarment and blacklisting for 3-5 years [depending on severity of fraud, and blacklisting to be publicized on SBP and PPRA websites

Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion	Debarment and blacklisting for 3 years. To be publicized on SBP and PPRA websites
Performance Deficiencies	Documented evidence in form of liquidated damages or notices of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Service Provider	Debarment for 1-2 years [depending on severity of non-performance. To be blacklisted for procurements during the period of debarment.

However such barring action shall be undertaken only after contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard.

36.2 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Client unless such receipt is signed by a duly authorized officer of the Purchaser and bidder shall be solely responsible for seeing that a proper receipt is provided.

36.3 Attention of bidders is drawn to Rule 32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Purchaser which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Purchaser may describe exceptions or preferences consistent with Rule 4 of PPR-2004.

36.4 Pursuant to Rule 7 of PPR 2004 bidders undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section 7 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank

36.5 Bank's policy requires that selected provide professional, objective, and impartial advice, supplies and services and at all times hold the Bank's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement

36.6 Without limitation on the generality of the foregoing, bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) A bidder that has been engaged by the Bank to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.

- c) A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank.
- d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the Consultant/ Service Providers as part of bid.

**37. Overriding Effect
of PPR-2004**

Whenever in conflict with these documents the stipulation of PPR-2004 as internally adopted by Bank shall prevail

G. Bid Data Sheet

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

ITB

(1.1) In SBP main Data Center Hitachi AMS 1000 storage with its allied SAN components and Tandberg Tape Library are used for data storage space for SBP IT infrastructure applications and its supporting services, this mainly include E-mail; File sharing and backend databases on SQL servers for IT infrastructure components.

(1.2) **“Maintenance and Support Services for Hitachi Storage and Allied SAN Components and Tandberg Tape Library”**

IFB No: GSD. (Proc)/ 142 /Maint. & Support Hitachi Storages/Tape Lib.)/2012

(3.4){a} to {e} The qualification data required from bidders in Sub-Clauses of 3.4 are modified as follows:

Bidders must be a manufacturer or an authorized agent/dealer/partner of the manufacturer of required equipment in Pakistan with a minimum of three (3) years of experience in service, support and maintenance of similar hardware. Bidders must be in possession of a currently valid authorization certificate of OEM. Bidders must have a documented track of having completed at least two (2) similar assignments, during last three (3) years of similar functional/technical characteristics and of a comparable scale. They should have adequate current assets; at least three (3) times the amount of bid and sale volume of at least Rs.10 million for Package A and Rs. 5 million for Package B in any of last 5 years. The interested bidder should have verifiable support services set-up in Karachi manned by experts with recognized certification. Bidder must be registered with Income Tax and Sales Tax Department.

(8.2) N/A

(12.4) The Contract *“is not”* subject to price adjustment

(14.1) The period of Bid validity shall be **90 days** after the deadline for Bid submission specified in the Bidding Data Sheet.

(15.1) The amount of Bid Security shall be **2 percent of the bid price**

(16.1) The number of copies of the Bid to be completed and returned shall be **One Original and One Copy**

(17.2) The Bank’s address for the purpose of Bid submission is

Office of Joint Director, Procurement Division, General Services Department , State Bank of Pakistan (SBP BSC), 4th Floor, Subsidiary House I.I Chundrigar Road, Karachi -Pakistan

For identification of the bid the envelopes should indicate:

Project/Contract: **“Maintenance and Support Services for Hitachi Storage and Allied SAN Components and Tandberg Tape Library”**

IFB No: GSD. (Proc)/ 142 /Maint. & Support Hitachi Storages/Tape Lib.)/2012

(18.1) The deadline for submission of bids shall be **Tuesday, February 7, 2012 at 1100 Hours.**

- (21) Bids will be opened at **Tuesday, February 7, 2012 at 1130 Hours** at the following address:
- Conference Room, Procurement Division, General Services Department ,State Bank of Pakistan (SBP BSC), 4th Floor, Subsidiary House I.I Chundrigar Road, Karachi – Pakistan
- (33.1) 10% percent of the contract price.

Section III. Forms

1. Form I.

[date]

Bid Form

Date: _____

To:

Joint Director
Procurement Division
General Services Department
State Bank of Pakistan – (SBP BSC)
4th Floor Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 14 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we will obtain the Performance Security in a sum equivalent to ten (10) percent of the Contract Price for the due performance, in the form prescribed by the Purchaser.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2012_____.

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of .

Form-II
Price Schedule

Name of Bidder _____. IFB Number _____. Page . of ____

Maintenance and support services of the of the following equipment for the period starting from March 16, 2012 to March 15, 2013.

PACKAGE A: (Hitachi Storage with SAN Components)

S:NO	Items	Serial No	Qty	Per Month Support Cost in PKR
1	<p>Hitachi Modular Storage : (AMS1000)</p> <ul style="list-style-type: none"> • 01 AMS 1000 Base Unit (RKHE) with 02 controllers • 01 AMS FC Storage Expansion Unit • 01 AMS/WMS SATA Storage Expansion Unit • 02 x AMS FC interface 4Gbps with 02 FC port • 02 iSCSI interface with 02 GigE ports • AMS/WMS 1GB Cache Memory 8x1 GB DIMM • 15x 300 GB FC 10 K RPM HDD • 15x 500 GB SATA, 7.2 K RPM HDD <p>Storage Software:</p> <ul style="list-style-type: none"> • Support for Resource Manager Utility • Support for Performance monitor Utility • HDLM v5.9 for Windows – Base Kit. • HDLM Modular WIN • HDLM v5.9 for Linux – Base Kit. • HDLM Modular Linux 	77040337	1	
2	<p>Brocade FC Switch: (Silkworm 210e & 200e)</p> <ul style="list-style-type: none"> • Brocade 200e 16 port FC Switches with 4Gb SFPs • Brocade 210e 16 port FC Switches with 4Gb SFPs 	RD06154816 RD06154805 RD060021451 RD060024148	4	

PACKAGE B: (Tandberg Tape Library)

S:NO	Items	Serial No	Qty	Per Month Support Cost in PKR
3	<p>Tandberg T40 Tape Library : (T40)</p> <p>2 x LTO3 Tape Drive FC with barcode Reader , 40 slots</p>	AA02KC001796	1	

Seal and Signature of Bidder : _____

Note:

- i. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- ii. Prices should be inclusive of all applicable taxes and duties.
- iii. Before filling this form kindly read the Appendices A to C for the required services.

Form III

Bid Security Form (Bank Guarantee).

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert: Name and Address of Bank]*

Date: *[insert: date]*

BID GUARANTEE No.: *[insert: Bid Guarantee Number]*

We have been informed that *[insert: name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert: bid date]* (hereinafter called "the Bid") for the execution of *[insert: name of contract]* under Invitation for Bids No. *[insert: IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert: name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (*[insert: amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Bank during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

[signature(s)]

(Printed name and title) (Printed name and title)

Form IV

Performance Security Form

To:

Joint Director
Procurement Division
General Services Department
State Bank of Pakistan – SBP BSC
4th Floor Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan

WHEREAS [*name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated _____ 2012 _____ to supply [*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 _____ day of _____2012 _____.

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

Form V

Advance Payment Form

Date: [insert: *date*]

IFB: [insert: *title and number of IFB*]

Contract: [insert: *name and number of Contract*]

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

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on [insert: *date*] between you and [insert: *name of Service Provider*] (“the Service Provider”) concerning [insert: *a brief description of the Required Services*].

Whereas, in accordance with the terms of the said Contract, the Bank has agreed to pay or cause to be paid to the Service Provider an Advance Payment in the amount of [insert: *amount in numbers and words, for each currency of the Advance Payment*] due to the Service Provider.

By this letter we, the undersigned, [insert: *name of Bank*], a bank (or company) organized under the laws of [insert: *country of Bank*] and having its registered/principal office at [insert: *address of Bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Service Provider irrevocably guarantee repayment of the said amounts upon the first demand of the Bank without cavil or argument in the event that the Service Provider fails to commence or fulfill its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said Advance Payment to the Bank. Provided always that the Bank’s obligation shall be limited to an amount equal to the outstanding balance of the Advance Payment as calculated in accordance with the Special Conditions of Contract for GCC Clause 6.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Service Provider until the date upon which the Service Provider has fully repaid the amount so advanced to the Bank in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not. Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

For and on behalf of the Bank

Signed:

Date:

in the capacity of: [insert: *title or other appropriate designation*]

Common Seal of the Bank

Section IV.

Evaluation Criteria

Upon commercial and technical compliance Purchaser will award the Contract to the Bidder who has offered the lowest evaluated cost and emerged as a lowest evaluated bid.

Form I

Commercial Compliance for Package A

Hitachi Storage with SAN Components

Eligibility / Qualification Criteria	Document for reference / evidence	Bidder Assessment (Y/N)	Reference in Bid	Purchaser Assessment (Y/N)
Principal manufacturer / authorized Agent/Dealer/partner / of the manufacturer in Pakistan	Valid Authorization certificate of OEM in case of Agent/Dealer/Partner			
Minimum of three (3) years of experience in service, support and maintenance of similar hardware	Any proof (copy of purchase orders/SLA/Contract Agreements) of being in this business for at least five years			
Two (2) similar assignment involving of similar Functional, Technical and Financial characteristics during last three (3) years	Please attach a list* of projects in Pakistan (detail with purchase orders/contract copies with their contact numbers are also required) as per attached format in Annex – A form I			
Current assets; at least three (3) times the amount of bid	Please attach latest audited balance sheet reference showing this eligibility			
Sale volume of at least Rs.10 million in any of last 5 years	Please attach any of the audited profit & loss (Income Statement) reference showing this eligibility during last 5 - years			
Technical Strength	(Copy of relevant recognized certifications from OEM of at least two (2) recourses is required along with resumes.			
NTN	Attach copy of valid NTN certificate			
GST Number	Attach copy of valid GST certificate			
Verifiable presence/support/branch office in Karachi manned by experts	Please provide addresses and contact numbers and resume of skilled resources with their certifications			

Commercial Compliance for Package B

Tandberg Tape Library

Eligibility / Qualification Criteria	Document for reference / evidence	Bidder Assessment (Y/N)	Reference in Bid	Purchaser Assessment (Y/N)
Principal manufacturer / authorized Agent/Dealer/partner / of the manufacturer in Pakistan	Valid Authorization certificate of OEM in case of Agent/Dealer/Partner			
Minimum of three (3) years of experience in service, support and maintenance of similar hardware	Any proof (copy of purchase orders/SLA/Contract Agreements) of being in this business for at least five years			
Two (2) similar assignment involving of similar Functional, Technical and Financial characteristics during last three (3) years	Please attach a list* of projects in Pakistan (detail with purchase orders/contract copies with their contact numbers are also required) as per attached format in Annex – A form I			
Current assets; at least three (3) times the amount of bid	Please attach latest audited balance sheet reference showing this eligibility			
Sale volume of at least Rs.5 million in any of last 5 years	Please attach any of the audited profit & loss (Income Statement) reference showing this eligibility during last 5 - years			
NTN	Attach copy of valid NTN certificate			
GST Number	Attach copy of valid GST certificate			
Verifiable presence/support/branch office in Karachi manned by experts	Please provide addresses and contact numbers and resume of skilled resources with their certifications			

Annex-A to Form-I

Experience of Similar Maintenance & Support Services for Package A / B

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date

Details of Certified Technicians/Engineers for Package A / B

S. No	Engineer's Name	Certificate details	Certification Date

Form II

Technical Compliance (For Package A)

S:No	Description	Bidder Response (Y/N)
1	All the equipment listed in Appendix B “Performance specification will be covered in the maintenance contract	
2	Availability requirements including recovery and response time mentioned under SLA requirement as in Appendix B “Performance Specification” is accepted and will be complied accordingly during execution of the contract	
3	All the term and condition mentioned in Appendix B “Performance specification are accepted and will be complied accordingly during execution of the contract	

Seal and Signature of Bidder : _____

Technical Compliance (For Package B)

S:No	Description	Bidder Response (Y/N)
1	All the equipment listed in Appendix B "Performance specification will be covered in the maintenance contract	
2	Availability requirements including recovery and response time mentioned under SLA requirement as in Appendix B "Performance Specification" is accepted and will be complied accordingly during execution of the contract	
3	All the term and condition mentioned in Appendix B "Performance specification are accepted and will be complied accordingly during execution of the contract	

Seal and Signature of Bidder : _____

Section V.

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Bank]* (hereinafter called the "Bank") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Bank") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Bank for all the Service Providers' obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the "Service Provider").]

WHEREAS

- (a) the Bank has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Bank that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices;
 - Appendix A—Description of the Services
 - Appendix B— Performance Specifications
 - Appendix C— Activity Schedule
 - Appendix D— Services and Facilities Provided by the Bank
 - Appendix E— Key Personnel Names
 - Appendix F— Breakdown of Contract Price
 - Appendix G — Schedule of Payments
 - Appendix H— Service Provider's Bid
 - Appendix I—Notification of Award
 - Appendix J —Letter of Acceptance
 - Appendix K — Performance Security
 - Appendix L— Integrity Pact
2. The mutual rights and obligations of the Bank and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Bank shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

Signed and sealed, (for the Purchaser):

Witness 1:

Witness 2:

Signed and sealed, (for the Service Provider):

Witness 1:

Witness 2:

General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Description of Services", "Performance Specification" and "Activity Schedule" are the required Services listed to be performed by the Service Provider forming part of his Bid;
- (b) "Bank" means the State Bank of Pakistan
- (c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Bank
- (d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (g) "GCC" means these General Conditions of Contract;
- (h) "Government" means the Government of the Islamic Republic of Pakistan ;
- (i) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Bank under this Contract;
- (j) "Party" means the Bank or the Service Provider, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (l) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Bank;
- (m) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Bank
- (n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (o) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Bank
- (p) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A, B and C; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.

- (q) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
- 1.3 Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.
- 1.5 Location** The Services shall be performed at the specified locations by the Bank, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Bank may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Bank or the Service Provider may be taken or executed by the officials specified in the **SCC**.
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the **SCC**.
- 2.2 Commencement of Services** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the **SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Définition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a 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.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Bank

The Bank may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Bank may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider/s, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (e) if the Service Provider does not maintain a Performance Guarantee in accordance with Clause 3.9;
- (f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.;
- (g) if the Bank, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Bank, such notice to be given after the occurrence of any of the events specified in following paragraph of this Clause 2.6.2:

If the Bank fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Bank shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Bank, and shall at all times support and safeguard the Bank's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Providers nor their Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Bank's business or operations without the prior written consent of the Bank.

3.4 Insurance to be taken out by the Service Providers

The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Bank, insurance against the risks, and for the coverage, as shall be specified in the SCC.

- 3.5 Service Providers' Actions Requiring Bank's Prior Approval** The Service Providers shall obtain the Bank's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name ("Key Personnel Names"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be specified in the SCC.
- 3.6 Reporting Obligations** The Service Providers shall submit to the Bank the reports and documents pertain to the required services or in any specified format required by the Bank.
- 3.7 Documents Prepared by the Service Providers to Be the Property of the Bank** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Bank, and the Service Providers shall, upon request from Bank during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Bank, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of Contract
- 3.8 Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Bank at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Bank may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Bank shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.
- 3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Bank's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.
- 3.9 Performance Security** The Service Provider shall provide the Performance Guarantee to the Bank no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a bank acceptable to the Bank, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract

4. Service Provider's Personnel

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel Names. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Bank.
- 4.2 Removal and/or Replacement of**
- (a) Except as the Bank may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel,

Personnel

the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Bank finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Bank's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Bank.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Bank

5.1 Assistance and Exemptions

The Bank shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 .

5.3 Services and Facilities

The Bank shall make available to the Service Provider the Services and Facilities listed under "Services and Facilities Provided by the Bank".

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.

6.2 Contract Price

The price payable is set forth in the SCC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in "Breakdown of the Contract Price."

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Bank specifying the amount due.

6.5 Day works

6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Bank has given written instructions in advance for additional services to be paid in that way.

6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Bank. Each completed form shall be verified and signed by the Bank representative as indicated in Clause 1.6 within two days of the Services being performed.

6.6.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

7. Quality Control

7.1 Identifying Defects

The Bank shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Bank may instruct the Service Provider to search for a Defect and to uncover and test any service that the Bank considers may have a Defect. Defect liability period is as defined in Special Conditions of Contract.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Bank shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected..

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Bank's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Bank's notice, the Bank will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8 .

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Bank and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 28 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The arbitration shall be conducted in accordance with the Applicable Arbitration Act.

Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	Contract Name is
1.1(l)	The Service Provider is [<i>insert name</i>]
1.4	The addresses are: Bank: Information Services Department, 6 th Floor State Bank of Pakistan, I.I Chundrigar Road, Karachi-Pakistan Attention: Chief Information Officer Facsimile: 92-21-99212440 Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Bank: Nominee of Chief Information Officer For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is the <i>date when all the service support facilitates as agreed have been established</i>
2.2	The Starting Date for the commencement of Services is [<i>date</i>].]
2.3	The Intended Completion Date is [<i>date</i>].
3.4	The risks and coverage by insurance shall be: <ul style="list-style-type: none">• Loss or damage to equipment under transit / repair
3.5(d)	The Service Provider will mention brand name, model and country of origin of the product which would be replaced. Service Provider must produce documentary evidences showing genuineness of brand names, model and country of origin of the product.
3.8	The liquidated damages rate is <i>0.10 percent of Contract Price per day</i> . The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price. The Defects Liability Period is 3 months beyond the expiry of contract
3.9	10 % Performance security of the contract price for total contract period.
6.2	The amount is [<i>insert amount in PKR</i>].
6.4	Payments shall be made according to the following schedule: <ul style="list-style-type: none">• Payments shall be made in two (2) equal installments at the end of each period (divided over the period of contract) subject to satisfactory performance verification certificate from the concerned Technical Team.

Appendices

(To be finalized at the contract award stage)

Appendix A —Description of the Services

Appendix B— Performance Specifications

Appendix C— Activity Schedule

Appendix D— Services and Facilities Provided by the Bank

Appendix E— Key Personnel Names

Appendix F— Breakdown of Contract Price

Appendix G — Schedule of Payments

Appendix H— Service Provider's Bid

Appendix I—Notification of Award

Appendix J —Letter of Acceptance

Appendix K — Performance Security

Appendix L— Integrity Pact

Appendix A

Description of the Services

State Bank of Pakistan (SBP) seeks a contract for “*Maintenance and Support Services for Hitachi Storage with Allied SAN Components and Tandberg Tape Library*” for its existing hardware as mentioned below.

Description	Maintenance Period	
Maintenance & Support services for Package "A" Hitachi Storage with Allied SAN Components and/or Package "B" Tandberg Tape Library as mentioned in Equipment list as per the Service Level Requirements mentioned in Performance Specifications Appendix B.	16-03- 2012	15-03- 2013

Scope of Services

Supplier shall provide support services to run and maintain the Hardware and Software as per the Equipment List in compliance with the Service Level Requirements. The Supplier shall also replace, restore, reinstall, and reconfigure any failed hardware and software components for recovery to restore normal operational status at no cost to the customer.

Supplier will provide a detail plan regarding availability of manpower, spares and standby equipment as well as service methodology to meet the Purchaser's requirements in a prompt and efficient manner within two weeks of signing the contract.

Appendix B— Performance Specifications

Service Level Requirements for Package A

The Supplier shall provide technical support services to full satisfaction of Customer by assigning properly qualified and competent personnel having related product maintenance experience and ensuring quality services in accordance with this Agreement.

Scope of Services:

Supplier shall provide support services to run and maintain the Hardware and Software as per the Equipment List in compliance with the Service Level Requirements. The Supplier shall also replace, restore, reinstall, and reconfigure any failed hardware and software components for recovery to restore normal operational status at no cost to the customer.

Supplier will provide a detail plan regarding availability of manpower, spares and standby equipment as well as service methodology to meet the Purchaser's requirements in a prompt and efficient manner within two weeks of signing the contract.

Availability Requirement:

This section defines the Service Level requirements, classification of incidents, and means of reporting, and expectations for availability and response times in relation to Hardware and Software components of the goods that are to be maintained and supported by the Bidder.

The Service Levels are defined in terms of 99.0% availability of the services provided to users through the hardware and software components which are covered under SLA.

Following table outlines the Incident Classification System including required recovery time:

Severity	Criteria	Recovery Time	Support Coverage
RED	The entire system is down, or a major function affecting many users is inoperative. Performance has become unacceptable Example: Failure of a non-redundant component.	08 hours	Round the Clock including Holidays
ORANGE	The system is operating normally, but a redundant component or supporting feature has failed. Examples: Failure of a disk or server in a redundant RAID array or cluster, where the remaining disks or servers can adequately handle the increased load. Failure of one of a multiple of redundant power supplies.	48 hours	Standard Business Hours
GREEN	The system is available and performing adequately. Examples: Preventative maintenance, upgrades, non-urgent patches, certain configuration changes.	As required	After Extended Business Hours including Holidays

Recovery Time:

It is the time duration from logging a support incident till the problem resolution for restoring faulting system from severity RED to ORANGE or from ORANGE to GREEN. This time includes problem identification till successful completion of required corrective action, inclusive of replacement (if required).

Standard Business Hours: 9:00AM - 6:00PM, Monday through Friday and 9:00AM – 3:00PM on Saturday, excluding holidays

Extended business Hours: 8:00AM - 8:00PM, Monday through Friday and 8:00AM – 5:00PM on Saturday, excluding holidays

Terms and Conditions:

1. The Supplier shall provide details about Help Desk or Customer Support contact information including details about Call Logging Procedure to ensure recording and reporting of support calls and monitoring of SLA.
2. Supplier should provide call logging through telephone for severity RED incidents and should also provide telephone number which will be used after Standard Business Hours
3. Supplier shall provide details about structure of Technical Support in terms of Support Levels and Escalation Procedures that should be mapped to the Severity of the incidents.
4. The Supplier shall maintain and provide monthly status report of dedicated inventory of original spare parts, both for redundant and non-redundant component, which should be reserved for timely replacement of faulty components to ensure required recovery time of SLA. Supplier shall also provide status update report after any change in the inventory. Supplier shall also facilitate SBP for random on site survey for inventory verification.
5. The Supplier shall provide onsite support, maintenance, replacement and update of BIOS, firmware, software for monitoring & management of equipment covered under this agreement including replacement of faulty hardware components. The Supplier will provide latest version of firmware/software on Customer's request for up gradation purpose free of cost. In case of bug in Software/firmware Supplier will provide required patch and will perform patching, testing and verifying the changes on test / production with the coordination of the Supplier (if requested). Upgrade to Latest Version or patch fixing shall be free for the Customer.
6. Supplier shall submit all incident reports and quarterly summary reports for any support period as and when required.
7. Supplier shall perform all dispatch functions, including keeping the Customer informed as to the status and eventual completion of replacements or repairs.
8. RED incidents should be given an escalated level of commitment from Supplier. For RED incidents, Supplier shall ask their Support Professionals to work non-standard hours, reassign critical resources from other activities, and/or ensure a Support Professional to work round-the-clock until a problem is fully resolved.
9. A problem that initially starts at a severity RED situation may be classified at severity ORANGE upon implementing a workaround. When a permanent solution is found and implemented, the problem might be reclassified to severity GREEN for monitoring before it is closed. However, reclassification of severity shall be accepted and signed off by the Customer.
10. If same fault re-occurs within 48 hours, the original call will be reopened with the same log number and the Recovery Time will continue from the time that original call was re-opened.
11. In case the faulty item or unit is required to be sent overseas for repair or replacement services then Supplier will send the faulty equipment and deliver the replacement or repaired equipment to the Customer site at its own cost to overseas for repair and replacement.

Service Level Requirements for Package B

The Supplier shall provide technical support services to full satisfaction of Customer by assigning properly qualified and competent personnel having related product maintenance experience and ensuring quality services in accordance with this Agreement.

Scope of Services:

Supplier shall provide support services to run and maintain the Hardware and Software as per the Equipment List mentioned for “package B” in compliance with the Service Level Requirements. The Supplier shall also replace, restore, reinstall, and reconfigure any failed hardware and software components for recovery to restore normal operational status at no cost to the customer.

Availability Requirement:

This section defines the Service Level requirements, classification of incidents, and means of reporting, and expectations for availability and response times in relation to Hardware and Software components of the goods that are to be maintained and supported by the Bidder.

The Service Levels are defined in terms of 99.0% availability of the services provided to users through the hardware and software components which are covered under SLA.

Following table outlines the Incident Classification System including required recovery time:

Severity	Criteria	Recovery Time	Support Coverage
RED	The entire system is down, or a major function affecting the backup process. Example: Failure of a non-redundant component.	Two (02) Weeks	Round the Clock including Holidays
ORANGE	The system is operating normally, but a redundant component or supporting feature has failed. Examples: Failure of a 01 LTO drives where as the backup process can be run through othe LTO drive.	Four (04) Weeks	Standard Business Hours
GREEN	The system is available and performing adequately. Examples: Preventative maintenance, upgrades, non-urgent patches, certain configuration changes.	As required	After Extended Business Hours including Holidays

Recovery Time:

It is the time duration from logging a support incident till the problem resolution for restoring faulting system from severity RED to ORANGE or from ORANGE to GREEN. This time includes problem identification till successful completion of required corrective action, inclusive of replacement (if required).

Standard Business Hours: 9:00AM - 6:00PM, Monday through Friday and 9:00AM – 3:00PM on Saturday, excluding holidays

Extended business Hours: 8:00AM - 8:00PM, Monday through Friday and 8:00AM – 5:00PM on Saturday, excluding holidays

Terms and Conditions:

1. The Supplier shall provide details about Help Desk or Customer Support contact information including details about Call Logging Procedure to ensure recording and reporting of support calls and monitoring of SLA.
2. Supplier should provide call logging through telephone for severity RED incidents and should also provide telephone number which will be used after Standard Business Hours
3. Supplier shall provide details about structure of Technical Support in terms of Support Levels and Escalation Procedures that should be mapped to the Severity of the incidents.

4. The Supplier shall provide onsite support, maintenance, replacement and update of BIOS, firmware, software for monitoring & management of equipment covered under this agreement including replacement of faulty hardware components. The Supplier will provide latest version of firmware/software on Customer's request for up gradation purpose free of cost. In case of bug in Software/firmware Supplier will provide required patch and will perform patching, testing and verifying the changes on test / production with the coordination of the Supplier (if requested). Upgrade to Latest Version or patch fixing shall be free for the Customer.
5. Supplier shall submit all incident reports and quarterly summary reports for any support period as and when required.
6. Supplier shall perform all dispatch functions, including keeping the Customer informed as to the status and eventual completion of replacements or repairs.
7. RED incidents should be given an escalated level of commitment from Supplier. For RED incidents, Supplier shall ask their Support Professionals to work non-standard hours, reassign critical resources from other activities, and/or ensure a Support Professional to work round-the-clock until a problem is fully resolved.
8. A problem that initially starts at a severity RED situation may be classified at severity ORANGE upon implementing a workaround. When a permanent solution is found and implemented, the problem might be reclassified to severity GREEN for monitoring before it is closed. However, reclassification of severity shall be accepted and signed off by the Customer.
9. If same fault re-occurs within 48 hours, the original call will be reopened with the same log number and the Recovery Time will continue from the time that original call was re-opened.
10. In case the faulty item or unit is required to be sent overseas for repair or replacement services then Supplier will send the faulty equipment and deliver the replacement or repaired equipment to the Customer site at its own cost to overseas for repair and replacement.

Equipment List

PACKAGE A: (Hitachi Storage with SAN Components)

Items	Model	Serial No	Qty
Hitachi Modular Storage : <ul style="list-style-type: none"> • 01 AMS 1000 Base Unit (RKHE) with 02 controllers • 01 AMS FC Storage Expansion Unit • 01 AMS/WMS SATA Storage Expansion Unit • 02 x AMS FC interface 4Gbps with 02 FC port • 02 iSCSI interface with 02 GigE ports • AMS/WMS 1GB Cache Memory 8x1 GB DIMM • 15x 300 GB FC 10 K RPM HDD • 15x 500 GB SATA, 7.2 K RPM HDD Storage Software: <ul style="list-style-type: none"> • Support for Resource Manager Utility • Support for Performance monitor Utility • HDLM v5.9 for Windows – Base Kit. • HDLM Modular WIN • HDLM v5.9 for Linux – Base Kit. • HDLM Modular Linux 	AMS 1000	77040337	1
Brocade FC Switch: <ul style="list-style-type: none"> • Brocade 200e 16 port FC Switches with 4Gb SFPs • Brocade 210e 16 port FC Switches with 4Gb SFPs 	Silkworm 210e & 200e	RD06154816 RD06154805 RD060021451 RD060024148	4

PACKAGE B: (Tandberg Tape Library)

Items	Model	Serial No	Qty
Tandberg T40 Tape Library : 2 x LTO3 Tape Drive FC with barcode Reader , 40 slots	T40	AA02KC001796	1

Appendix C

Activity Schedule

Services shall be resumed within 02 weeks from the date of issuance of Notification of Award to the successful bidder.

Standard Business Hours: 9:00AM - 6:00PM, Monday through Friday and 9:00AM – 3:00PM on Saturday, excluding holidays

Extended business Hours: 8:00AM - 8:00PM, Monday through Friday and 8:00AM – 5:00PM on Saturday, excluding holidays

Service Provider would undertake preventive maintenance at least one times during the period of contract of the hardware equipment to ensure that elementary enabling condition for efficient and trouble free operations exist

Appendix D

Services and Facilities Provided by the Bank

- 1- Sitting arrangement for the Resident / Troubleshooting Engineer (if required), however any equipment/tool/material/PC in carrying the required job shall be provided by the selected bidder itself.
- 2- Provide access to the equipment under the agreement at the site for bidders/agents upon being requested to do so by the client for the purposes of investigating and rectifying any fault.
- 3- Contact details of the authorized representatives of the SBP to coordinate with the bidders and selected bidder's team for required services and maintenance.

Appendix E

Key Personnel Names

[Insert name, designation, contact numbers of the key personals]

Appendix F

Breakdown of Contract Price

PACKAGE A: (Hitachi Storage with SAN Components)

S:NO	Items	Serial No	Qty	Per Month Support Cost in PKR
1	<p>Hitachi Modular Storage : (AMS1000)</p> <ul style="list-style-type: none"> 01 AMS 1000 Base Unit (RKHE) with 02 controllers 01 AMS FC Storage Expansion Unit 01 AMS/WMS SATA Storage Expansion Unit 02 x AMS FC interface 4Gbps with 02 FC port 02 iSCSI interface with 02 GigE ports AMS/WMS 1GB Cache Memory 8x1 GB DIMM 15x 300 GB FC 10 K RPM HDD 15x 500 GB SATA, 7.2 K RPM HDD <p>Storage Software:</p> <ul style="list-style-type: none"> Support for Resource Manager Utility Support for Performance monitor Utility HDLM v5.9 for Windows – Base Kit. HDLM Modular WIN HDLM v5.9 for Linux – Base Kit. HDLM Modular Linux 	77040337	1	
2	<p>Brocade FC Switch: (Silkworm 210e & 200e)</p> <ul style="list-style-type: none"> Brocade 200e 16 port FC Switches with 4Gb SFPs Brocade 210e 16 port FC Switches with 4Gb SFPs 	RD06154816 RD06154805 RD060021451 RD060024148	4	

PACKAGE B: (Tandberg Tape Library)

S:NO	Items	Serial No	Qty	Per Month Support Cost in PKR
3	<p>Tandberg T40 Tape Library : (T40)</p> <ul style="list-style-type: none"> 2 x LTO3 Tape Drive FC with barcode Reader , 40 slots 	AA02KC001796	1	

Appendix G

Schedule of Payments

Payments shall be made according to the following schedule:

- Payments to be made in two (2) equal installments at the end of each period (divided over the period of contract) subject to satisfactory performance verification certificate from the concerned Technical Team.

Appendix H

Service Provider's Bid

Appendix I

Notification of Award

Appendix J

Letter of Acceptance

Appendix K

Performance Security

To:

Joint Director
Procurement Division
General Services Department
State Bank of Pakistan – SBP BSC
4th Floor Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan

WHEREAS [*name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated _____ 2012 ____ to supply [*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 ____ day of _____2012 ____.

Signature and seal of the Guarantors

[*name of bank or financial institution*]

Appendix L

Integrity Pact



STATE BANK OF PAKISTAN

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

**Declaration of Fees, Commissions and Brokerage etc
Payable by the Suppliers of Goods, Services & Works**

_____ [the 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

[The 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, representation or warranty.

[The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other 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, [the 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/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**.