



BIDDING DOCUMENTS

For

**Maintenance and Support Services for Disaster
Recovery Data Center Hyderabad**

September 2023

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK)
4th Floor BSC House, I.I Chundrigar Road, Karachi -74000,
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Preface

Rule 23 of Public Procurement Rules, 2004 (PPR-2004) requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid. Use of these documents is mandatory for either open or limited bidding.

Document comprises of the Sections listed below:

Section I	Invitation To Bids (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Instructions to Bidders (ITB)
Section IV	Evaluation Criteria
Section V	Technical Specification
Section VI	Technical Proposal Forms
Section VII	Financial Proposal Forms
Section VIII	Form of Contract
Section IX	General Conditions of Contract (GCC)
Section X	Special Conditions of Contract (SCC)
Section XI	Appendices (Contract)



SBP Banking Services Corporation

Section I-Invitation to Bids

GSD (PROC-I)/044245/SLA/DR/2023

Date: 29 August 2023

- 1) This Invitation for Bids follows the Procurement Advertisement (PA) No. GSD (PROC-I)/044245/SLA/DR/2023 for Maintenance and Support Services for its Disaster Recovery Data Center.
- 2) The SBP Banking Services Corporation has reserved the funds for the procurement planned during the financial year [FY 2023-24]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the procurement.
- 3) SBP Banking Services Corporation now invites sealed bids from eligible bidders that meet the following eligibility criteria:
 - a. Bidder must have experience of at least 02 (two) similar assignments of providing maintenance and technical support for Data Centers during last 05 (five) years;
 - b. Bidder must have at least 02 (two) technical resources having at least 03 (three) years' experience of Data Center operations and maintenance;
 - c. Bidder must have point of presence in Karachi;
 - d. Bidder must have Annual Sales volume/Gross Turnover of at least Rs 300 million in any of last 3 (three) years;
 - e. Bidder must be registered with Income Tax & Sales Tax Department and must appear on Active Taxpayer List of FBR;
 - f. Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).
- 4) The bidding shall be conducted in line with the Single Stage Two Envelope Procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders.
- 5) All bids must be accompanied by a Bid Security in an acceptable form amounting to **PKR 2,000,000/-**.
- 6) This ITB/Bidding documents are also available on websites: <http://www.ppra.org.pk> and <http://www.sbp.org.pk>.
- 7) The original bid along with one (01) copy, properly filled in, and enclosed in sealed envelope(s) must be delivered at the office of the undersigned on or before **Tuesday, 26 September 2023 11:00 AM**. The bids (technical part of the bids) will be opened same day at **11:30 AM** in public and in the presence of bidders' representatives who choose to attend in the opening at the **Meeting Room, General Services Department 4th Floor BSC House, SBP Banking Services Corporation, I.I. Chundrigar Road, Karachi –Pakistan**.

Senior Joint Director

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

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

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Section II. Bid Data Sheet (BDS)

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

BDS 1.	Method of Procurement	
	Bidding will be conducted under Competitive Bidding:	
	Single Stage Two Envelope Procedure Rule 36(b) of Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR 2004.	
	Technical and financial proposals must be in separate sealed envelopes.	
BDS 2.	OEM	
	The “Original Equipment Manufacturer” (OEM) for the purpose of this bid. Not Applicable	
BDS 3.	Name of Purchaser	ITB 2.1
	State Bank of Pakistan	
BDS 4.	Title of Procurement	ITB 2.1
	<i>Maintenance and Support Services for Disaster Recovery Data Center Hyderabad</i>	
	IFB No. GSD (PROC-I)/044245/SLA/DR/2023	
BDS 5.	Eligible Bidders	ITB 3
	Bidders that meet the eligibility criteria pursuant to Form T3 ‘Minimum Qualification / Eligibility requirements’ can participate in this Bidding Process.	
	A bidder who has been declared blacklisted or debarred by a foreign country, international organization or other foreign institutions shall be treated as blacklisted and debarred from participating. Bidder/Firm/Consultant who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.	
	Blacklisted bidder/firm/company/individual are not allowed to participate in the bidding process. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan. (Submission of undertaking to this effect on legal stamp paper as per Form T8 is mandatory).	
	Joint Ventures and Consortiums are not allowed.	

BDS 6. Eligible Goods and Services	ITB 5
The goods and services produced by all countries except countries restricted by Federal Government	
BDS 7. Pre Bid Meeting / Site Visit	ITB 9.2
Bidders may visit the site for assessment before bid submission.	
BDS 8. Clarification of the bidding Documents	ITB 8
The Purchaser will respond in writing, to request for clarification of the bidding documents that it receives at least 7 days prior to date of bid opening.	
Contact for Queries & Clarifications:	
Senior Joint Director Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK) 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000, Phone: (92-21)–32455948 & 32455482, Facsimile :(92-21)-99221176 Email: gsd.proc@sbp.org.pk	
BDS 9. Prices	ITB 13.4
Prices quoted by the Bidder shall be “fixed”. However, any subsequent legislation enacted and enforced between bid opening and finalization of award that impacts the bid price would be duly accounted for.	
BDS 10. Bid Currency	ITB 14
Prices shall be quoted in Pak Rupees .	
BDS 11. Minimum Qualification/Eligibility requirements	ITB 3.5
<ol style="list-style-type: none"> a. Bidder must have experience of at least 02 (two) similar assignments of providing maintenance and technical support for Data Centers during last 05 (five) years; b. Bidder must have at least 02 (two) technical resources having at least 03 (three) years’ experience of Data Center operations and maintenance; c. Bidder must have point of presence in Karachi; d. Bidder must have Annual Sales volume/Gross Turnover of at least Rs 300 million in any of last 3 (three) years; e. Bidder must be registered with Income Tax & Sales Tax Department and must appear on Active Taxpayer List of FBR; f. Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s). 	
BDS 12. Bid Security	ITB 17.1
<ul style="list-style-type: none"> ▪ Bid security of fix amount of PKR 2,000,000/- is required. ▪ Bid Security must be valid till 12-Mar-24. ▪ Bid Security must be in sealed <u>Technical Proposal Envelope</u>. ▪ Bid found without or ‘with insufficient’ Bid Security will be rejected instantly. ▪ Bid Security shall be in favor of ‘SBP Banking Services Corporation’. 	

- Bid Security may be in the form of either Payment Order/Bank Draft or an unconditional bank guarantee enforceable in Pakistan (as per Form T9 of Section VI).

BDS 13. Bid validity period

ITB 18.1

The rates quoted must remain valid for a period of **140 days** after opening of bids.

BDS 14. Sealing and Marking of Bids

ITB 20

- The Bid shall comprise a single sealed package labeled as follows:

Bid for: IFB No. GSD (PROC-I)/044245/SLA/DR/2023

Bidder: [the Name of Service Provider]

Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad.

“DO NOT OPEN BEFORE **Tuesday, 26 September 2023** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK), 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000

Phone: (92-21)–32455948 & 32455482

- The outer package shall contain two separate sealed envelopes as follows; (1) “TECHNICAL PROPOSAL” (containing one original & one copy of technical proposal)and (2) “FINANCIAL PROPOSAL” (containing one original & one copy of financial proposal).

Labeling for ‘Technical Proposal’ envelope:

Bid for: IFB No. GSD (PROC-I)/044245/SLA/DR/2023

Bidder: [the Name of Service Provider]

Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad

‘TECHNICAL PROPOSAL’

(Original & Copy)

“DO NOT OPEN BEFORE **Tuesday, 26 September 2023** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK), 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000

Phone: (92-21)–32455948 & 32455482

Labeling for 'Financial Proposal' envelope:**Bid for:** IFB No. GSD (PROC-I)/044245/SLA/DR/2023**Bidder:** [the Name of Service Provider]**Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad)****'FINANCIAL PROPOSAL'****(Original & Copy)**"DO NOT OPEN BEFORE **Tuesday, 26 September 2023** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK), 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000

Phone: (92-21)-32455948 & 32455482

BDS 15. Contents of the Technical Proposal Envelope	ITB 19.1
1. Form T1	Bid Form: duly filled and signed.
2. Form T2	Bidder's Representative: duly filled and signed.
3. Form T3	Bidders Eligibility Criteria: duly signed and attached with evidence and reference of each criteria.
4. Form T4	Technical Compliance: duly filled, signed and attached with evidence and reference documents such as brochures and data sheets of the offered products.
5. Form T5	Schedule of Supplies & Implementation: duly filled and signed.
6. Form T6	Manufacturer's Authorization Form: duly filled and signed.
7. Form T7	Integrity Pact: duly filled and signed
8. Form T8	Affidavit for Bidder's Blacklisting Status
9. Form T9	Bid Security Form
10. Form T10	Declaration for Ultimate Beneficial Owners Information

Note: Please do not disclose the 'Bid Price' in 'Technical Proposal'.

BDS 16. Contents of the Financial Proposal Envelope	ITB 20
1. Form F1	Bid Form with Financials: duly filled and signed.
2. Form F2	Price Schedule in Pak. Rupees: duly filled and signed.

BDS 17. Address for bid submission	ITB 21.1
Senior Joint Director	
Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK), 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000	
Phone: (92-21)-32455948 & 32455482	
Facsimile :(92-21)-99221176	
Email: gsd.proc@sbp.org.pk	

BDS 18. Deadline for bid submission	ITB 21.2
Tuesday, 26 September 2023 at 11:00 am	

BDS 19. Date and Time of bid opening.	ITB 21.1
Tuesday, 26 September 2023 at 11:30 am	
<p>In case of any unforeseen reasons, unrest or force majeure on the bid submission/opening date, the bids shall be opened on the next working day at the same place and time.</p> <p>The opening date of Financial Proposal will be communicated to the eligible bidders by the Purchaser.</p>	
BDS 20. Place of bid opening.	ITB 24.1
<p>Meeting Room, General Services Department 4th Floor BSC House, SBP Banking Services Corporation (HOK), I.I Chundrigar Road, Karachi –Pakistan.</p>	
BDS 21. Evaluation of Bids	ITB 27
<p>Evaluation will be carried out as per the criteria defined in “Section IV. Evaluation Criteria”</p>	
BDS 22. Purchaser’s Right to Vary Inputs/Outputs	ITB 31
<p>Up to 15%</p>	
BDS 23. Signing of Contract	ITB 35.2
<p>Within twenty four (24) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract with applicable stamp duty as per Stamp Duty Act and return it to the Purchaser.</p>	
BDS 24. Preliminary Evaluation	ITB 26.6
<p>Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will be rejected.</p>	
BDS 25. Performance Guarantee	ITB 36.1
<p>5% performance Guarantee is required against the total contract amount for the entire contract period. Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance Guarantee.</p>	

Section III. Instructions to Bidders (ITB)

Introduction

ITB1. Definitions	1.1. Unless otherwise stated, throughout this bidding document “Definitions” shall be as prescribed in General Conditions of Contract.
ITB2. Purchaser	2.1. 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 “Purchaser” intends to apply its funds under the contract for which this Invitation to Bids is issued Identification No and Title of Contract: [stated in BDS]
ITB3. Eligible Bidders	<p>3.1. All national firms duly registered with relevant tax and other authorities required under Federal Government’s rules, laws, statutes or relevant instructions; consistent with Public Procurement Rules, 2004 (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 the Federal Government.</p> <p>3.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Procurement of the goods which are to be purchased under this Invitation for Bids.</p> <p>3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with Rule 2(1) (f) and 19 of PPR-2004</p> <p>3.4. Bidder who has violated the law of land of any country or stands recorded in any sanction list shall not be eligible to participate in the bidding/procurement process.</p> <p>3.5. Bidders should meet all the eligibility conditions as defined in BDS.</p>
ITB4. Code of Conduct	<p>4.1 It is the Purchaser’s policy to require that the bidder under Purchaser-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Purchaser follows, inter alia, the instructions related to corrupt and fraudulent practices contained in Rule 2(1)(f) PPR-2004 which defines:</p> <p style="padding-left: 40px;">"Corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</p>

- (i) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- (iii) "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- (v) "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract; Under Rule 19 of PPR-2004, "The Purchaser can interalia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Public Procurement Regulatory Authority (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	Action By Committee
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP • Cross verification of documentary undertaking submitted by Contractor/Bidder/Service Provider/Consultant. 	Blacklisted and cross debarred for the period up to 10 years.

Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by Contractor/Bidder/Service Provider/Consultant.	Blacklisted and cross debarred for the period up to 03 years.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross debarred for the period up to 06 months.

- 4.2 However, such barring action shall be undertaken only after affording an adequate opportunity of being heard to the Bidder who is to be barred and blacklisted.
- 4.3 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Purchaser 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.
- 4.4 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.
- 4.5 Pursuant to Rule 7 of PPR 2004 bidders shall sign an Integrity pact in accordance with prescribed format attached hereto at Section VI for all the procurements estimated to exceed Rs10.00 million or any other limit prescribed by Purchaser.
- 4.6 Purchaser’s policy requires that selected bidder provide professional, objective, and impartial advice, supplies and services and at all times hold the Purchaser’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 Purchaser, 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
- 4.7 Without limitation to 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:

	<p>a. A bidder that has been engaged by the Purchaser 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. On the other hand 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.</p> <p>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.</p> <p>c. A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Purchaser'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 of the Purchaser.</p> <p>4.2. Bidders shall not recruit or hire any agency or current employees of the Purchaser. Recruiting former employees of the Purchaser 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 Purchaser by the Bidder as part of bid.</p>
ITB5. Eligible Goods and Services	<p>5.1. All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in this document.</p> <p>5.2. For purposes of this clause, "origin" means the place where the Equipment are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>5.3. The origin of goods and services is distinct from the nationality of the Bidder.</p>
ITB6. Cost of Bidding	<p>6.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.</p>

B. The Bidding Documents

<p>ITB7. Content of Bidding Documents</p>	<p>7.1. In accordance with Rule 23 of PPRA 2004 the equipment required to be procured, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation to Bids, the bidding documents include:</p> <p style="margin-left: 40px;">Section I Invitation to Bids (ITBs) Section II Bid Data Sheet (BDS) Section III Instructions to Bidders (ITB) Section IV Evaluation Criteria Section V Technical Specification Section VI Technical Proposal Forms Section VII Financial Proposal Forms Section VIII Form of Contract Agreement Section IX General Conditions of Contract (GCC) Section X Special Conditions of Contract (SCC) Section XI Appendices (Contract)</p> <p>7.2. The Bidder is expected to examine all instructions, forms, terms, and specifications 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.</p> <p>7.3. Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids.</p>
<p>ITB8. Clarification of Bidding Documents</p>	<p>A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include email, telex and facsimile) at the Purchaser's address indicated in BDS 8. The Purchaser will respond in writing to any request for clarification of the Bidding Documents.</p>
<p>ITB9. Amendment of Bidding Documents</p>	<p>9.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, either 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; once the bids are opened no amendments can be made in the bidding document.</p> <p>9.2. Any amendment in the required item(s)/specification or in the bid document which will be decided by Purchaser after pre bid meeting will be communicated to all the bidders</p>

C. Preparation of Bids

ITB10. Language of Bid	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 the English language or Urdu (as the case may be).
ITB11. Documents Comprising the Bid	<p>11.1. The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13. b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) Documentary evidence established in accordance with ITB Clause 16 that the goods and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and d) Bid security furnished in accordance with ITB Clause 17. <p>11.2. A general description of bid is provided in BDS and Technical Section; however this description is very elemental and Bidders are expected to submit a complete bid on the basis of parameters provided at other relevant sections of ITB.</p>
ITB12. Bid Form	The Bidder shall complete and sign the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Services to be supplied, a brief description of the goods, its country of origin, quantity, and prices.
ITB13. Bid Prices & Taxes	<p>13.1. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods/Services proposed to supply under the contract</p> <ul style="list-style-type: none"> a. Goods supplied from outside Pakistan: Unless otherwise specified in the BDS, the prices shall be quoted on a Delivered Duty Paid (DDP) basis, inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services. b. Locally supplied Goods: Unit prices of Goods offered from within Pakistan, shall be quoted on an EXW (ex-factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties,

	<p style="text-align: center;">levies, fees, sales and other taxes incurred until delivery of the Goods</p> <p>13.2. The terms DDP and EXW, shall be governed by the rules prescribed in the current edition of Inco terms published by the International Chamber of Commerce, Paris. All duties, taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.</p> <p>13.3. The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered. 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.</p> <p>13.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.</p> <p>13.5. Bids are required to be inclusive of all admissible/applicable taxes and duties (applicable at the time of bid submission).</p> <p>13.6. The bids will be subject to all admissible Federal & Provincial taxes and duties on supplies & services etc. unless exempted by relevant tax authority for which bidders will be required to provide necessary documentation regarding tax exemption from relevant tax authorities under the applicable laws.</p> <p>13.7. Purchaser assumes no responsibility whatsoever to undertake tax exemption cases on behalf of bidder.</p> <p>13.8. Whenever applicable, it is the responsibility of the bidders, before completing bids, to contact the relevant tax authorities to determine the tax amount to be paid by the bidders under the Contract.</p> <p>13.9. The Bidder and their employees shall be responsible for payment of all their income tax and other taxes, on income arising out of the Contract as per final tax liability assessed by tax authorities under the applicable laws.</p> <p>13.10. Federal and Provincial taxes shall be deducted at the prevailing tax rate at the time of making payments to Service Provider as per applicable laws.</p> <p>13.11. If a bidder submits a bid exclusive of taxes it will be considered only after addition/incorporation of all applicable taxes, the amount stated in the 'Bid Form' & 'Price Schedule' will be adjusted accordingly.</p> <p>13.12. If a bidder submits a bid inclusive of non-applicable/admissible taxes, the amount stated in the 'Bid Form' & 'Price Schedule' will be adjusted accordingly.</p>
ITB14. Bid Currencies	Prices shall be quoted in Pak Rupees.

<p>ITB15. Documents Establishing Bidder's Eligibility and Qualification</p>	<p>15.1. Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>15.2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.</p> <p>15.3. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> a. that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the equipment in the Islamic Republic of Pakistan; b. that the Bidder has the financial, technical, and production capability necessary to perform the contract; c. that, in the case of a Bidder not doing business within the Islamic Republic of Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Service Provider's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and d. that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
<p>ITB16. Documents Establishing Eligibility and Conformity to Bidding Documents</p>	<p>16.1. Pursuant to ITB Clause 15, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>16.2. The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>16.3. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period

	<p>to be specified in the Bid Data Sheet, following commencement of the use of the equipment by the Purchaser; and</p> <p>c) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>d) generally, for IT procurements and whenever applicable for any other procurements of goods, the bidder will assure on behalf of principal manufacturer that the goods supplied are not under any “End-of-Life” or “End-of-Sale” consideration by the manufacturer or principal and the bidder will submit from the principal an assurance on the continuity of warranty and after warranty support for minimum of 7 years from the date of purchase of the goods. Where specialist hardware and third party software is required, bidders should comment on how the continuity of service is ensured in the event of:</p> <ol style="list-style-type: none"> i. Obsolescence of hardware items or any of the component parts ii. Unavailability of hardware iii. Unavailability of second or third level support services from developers of third party software items. iv. The bidder will provide product registration through Internet/website of the manufacturer to confirm the accessibility of relevant information and technical assistance directly from the principal or manufacturer if needed <p>16.4. For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
ITB17. Bid Security	<p>17.1. The bid security is required to protect the Purchaser against the risk of Bidder’s conduct, which would warrant the security’s forfeiture. The bid security shall be denominated in the currency of the bid:</p> <ol style="list-style-type: none"> 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 in Pakistan approved by Purchaser;

	<ul style="list-style-type: none"> b) be substantially in accordance with one of the forms of bid security included in Section VI or other form approved by the Purchaser prior to bid submission; c) be payable promptly upon written demand by the Purchaser; d) be submitted in its original form; copies will not be accepted; e) remain valid for a period of at least twenty eight days (28) beyond the original validity period of bids, or at least twenty eight days (28) beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 18.2. <p>17.2. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 18.</p> <p>17.3. The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the Performance Guarantee, pursuant to ITB Clause 36.</p> <p>17.4. The bid security may be forfeited:</p> <ul style="list-style-type: none"> a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) If items specified in technical specifications are quoted as options (if allowed), the cost of same would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates. c) in the case of a successful Bidder, if the Bidder fails. <ul style="list-style-type: none"> (i) to sign the contract in accordance with ITB Clause 35; or (ii) to furnish Performance Guarantee in accordance with ITB Clause 36.
ITB18. Period of Validity of Bids	<p>18.1. Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 24. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>18.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.</p>

ITB19. Format and Signing of Bid	<p>19.1. The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>19.2. The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>19.3. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>19.4. The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>
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D. Submission of Bids

ITB20. Sealing and Marking of Bids	<p>20.1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes.</p> <p>20.2. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold letters.</p> <p>20.3. The outer envelope shall be addressed to the Purchaser at the address given in the BDS, and carry statement “DO NOT OPEN BEFORE [time and date]. The content of the technical and financial proposals are mentioned in BDS.</p> <p>20.4. If the outer envelope is not sealed and marked as required by ITB Clause 20.1, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
ITB21. Deadline for Submission of Bids	<p>21.1. Bids must be received by the Purchaser at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.</p> <p>21.2. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>

ITB22. Late Bids	Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.
ITB23. Modification and Withdrawal of Bids	<p>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.</p> <p>23.2. No bid may be modified after the deadline for submission of bids.</p> <p>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, pursuant to the ITB Clause 17.</p>

E. Opening and Evaluation of Bids

ITB24. Opening of Bids by the Purchaser	<p>24.1. The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>24.2. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 22.</p>
ITB25. Clarification of Bids	During evaluation of the bids, the Purchaser 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 prices or substance of the bid shall be sought, offered, or permitted.
ITB26. Preliminary Evaluation	26.1. The Purchaser will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/bid security have been furnished; whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed bid form (Form T1) and whether Bidder has qualified for the minimum eligibility/qualification criteria as stated in Bidders Eligibility Criteria (Form T3) of Section VI.

	<p>26.2. Arithmetical errors will be rectified on these basis: If there is a discrepancy between the unit price 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 words and figures, the amount in words will prevail. If there is discrepancy in quantities between bid and the quantities stated at Price Schedule as per Form F2 Section VII hereto, the quantities at Price Schedule will prevail. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p> <p>26.3. The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>26.4. Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, complete, and substantially responsive to the Bidding Documents. For this purpose, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the offered product; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>26.5. If a bid is not substantially responsive and meeting the minimum eligibility criteria, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>26.6. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will be rejected.</p>
ITB27. Detail Evaluation of Bids	Pursuant to ITB 26 the technical proposals of the only qualified bids after preliminary evaluation shall be evaluated in detail. The Technical Compliance (Form T4) of Section VI and other Commercial Requirements of the bidding documents will be evaluated totally on compliance based method. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the most advantageous bid shall be accepted.

ITB28. Contacting the Purchaser	<p>28.1. Subject to ITB Clause 25, 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.</p> <p>28.2. 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.</p>
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F. Award of Contract

ITB29. Post-qualification	<p>29.1. The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.</p> <p>29.2. The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>29.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next most advantageous evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
ITB30. Award Criteria	<p>Subject to ITB Clause 29, the contract will be awarded to the successful Bidder whose bid has been found technically and financially compliant and has offered the lowest evaluated cost; emerged as most advantageous bid. Provided further that the Bidder is determined to perform the contract satisfactorily.</p>
ITB31. Purchaser's Right to Vary Quantities at Time of Award	<p>The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
ITB32. Purchaser's Right to Reject All Bids	<p>The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award.</p>

ITB33. Notification of Award	<p>33.1. 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.</p> <p>33.2. The notification of award will constitute the formation of the Contract.</p> <p>33.3. After furnishing the Performance Guarantee by the successful Bidder pursuant to ITB Clause 36, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.</p>
ITB34. Disqualification prior to Contract Signing	<p>34.1. 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 Bidder has been disqualified pursuant to Rule 18, and Rule 19 of PPR-2004 or any reason that has led to disqualification of a Bidder if the conditions of his qualification are invalidated the next most advantageous bid will be rendered as responsive if accepting this bid does not conflict with Rule 2 (1)(l) of PPR-2004.</p>
ITB35. Signing of Contract	<p>35.1. At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>35.2. Within twenty four (24) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.</p>
ITB36. Performance Guarantee	<p>36.1. 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 Guarantee for amount as per the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Purchaser.</p> <p>36.2. Failure of the successful Bidder to comply with the requirement of ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may give the award to the next most advantageous Bidder or call for new bids.</p>
ITB37. Confidentiality	<p>37.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the</p>

	<p>Purchaser to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>37.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Purchaser's prior written consent.</p> <p>37.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or contractor, the Purchaser may reject its bid and/or terminate the contract.</p>
ITB38. Grievances Redressal	Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to Grievance Redressal Committee of the Purchaser as per Rule 48 of PPR-2004.
ITB39. Overriding Effect of PPR-2004	Whenever in conflict with these documents the provision of PPR-2004 shall prevail.

Section IV. Evaluation Criteria

1. Evaluation of the bids and award of contract will be done for the complete requirement.
2. The bidders' minimum Eligibility/Qualification will be ascertained totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Form T3 of Section VI).
3. The technical proposals of the only qualified bidders (after minimum eligibility/qualification) shall be evaluated in detail. The Technical Compliance (Form T4 of Section VI) will be evaluated totally on compliance based method.
4. The Financial Proposals of the only technically qualified proposals will be opened.
5. The Financial Bids will be evaluated on the basis of unit price and applicable taxes.
6. The contract will be awarded to the successful Bidder whose bid will be found eligible & technically compliant and has offered the lowest cost and would emerge as the Most Advantageous Bid.

Section V. Technical Requirements

1. Overview:

State Bank of Pakistan has state of the art DR Data Center facility at Hyderabad and now pursuing to renew its maintenance and support services contract for three years.

2. Scope

To ensure the availability of critical IT services from DR Data Center located at Hyderabad, Sindh and its smooth operations, the service provider needs to maintain and ensure upkeep of DR data center infrastructure 24/7 as per details of equipment given below.

3. Technical Specifications:

Maintenance and Support Services of following Equipment are required for **three (03) years period.**

S #	Equipment	Make/Model	Location	Qty	*Equipment Serial #
1	Generators (250 KVA) Including PLC & Generator Alarm Panel (Annunciator), Consumable items.	FG WILSON P250H2	Ground Floor	2	FGWNAV02PF0806852, FGWNAV02PF0806853,
2	UPS (60KVA) including batteries with parallel kit	EATON-9390	UPS room 1 & 2	4	SD355CAB02, D355CAB01, SD355CAB04, D355CAB03,
3	Computer Room Air conditioner (CRAC) unit	STULZ ASD 512 A	Data Center	4	10006838, 10006845, 10006844, 10006837,
4	Computer Room Air conditioner (CRAC) unit	STULZ ASD 251 A	Communication room	2	10006761, 10005294,
5	Computer Room Air Conditioner (CRAC) unit	STULZ CCU 251 A	UPS room 1 & 2	4	10005299, 10002300, 10005295, 10005296,
6	Air Conditioner (4 Ton)	MITSUBISHI PS-4GAKD	Operation room	1	05A0039,
7	Air Conditioner (2 Ton)	Acson AFS25C	Operation room	1	103993031401141,
8	Air Conditioner (2 Ton)	MS-C24VD	Data Center Corridor	1	0006062T,
9	Air Conditioner (1.5 Ton)	Kenwood	2nd floor DB room 2	1	KEA1821S007275,
10	Air Conditioner (1.5 Ton)	Gree	2nd floor DB room 1	1	A1021618DD0048010622,
10	Air Conditioner (4.0 Ton)	Kenwood	DR Hall Area	1	N40066020500HC200029,
11	Main PDU with PLC	EATON	UPS room 1 & 2	2	-
12	Fire Detection System (including all panels and detector, warning lights, accessories, etc.)	VESDA/FIKE / CHEETAH 10-068 FM 200 Fire Suppression System HFC-227EA	7 Rooms, Corridor area, 2 Generator and 2 fuel tanks	1	-
13		SCHNEIDER		5	-

	Automatic transfer Switch - ATS Panel of 250KVA		UPS room 1 & ATS-1 and DB room 2 & ATS- 2		-
14	Bio Metric Access Control System (Including all accessories)	ZKTeco	Complete facility	9 panel s/ 14 doors	A2QO201360975, 2QO201360784 A2QO201360070, A2QO201360064 AJYE200860116, AJYE200860112 AJYE200860119, AJYE200860120 AJYE200860120, AJYE200860115
15	Building Operation Web Station with PC	Schneider	Complete facility	1	-
16	CCTV (including all accessories and monitoring application)	AXIS	Complete facility	17	-
17	STS with DB (15KVA)	EATON M400S33YB	Communication room	1	-
18	Fuel Storage & Handling system (tanks, pumps, leakage sensors etc.)	N/A	Ground Floor	2	-
19	Environment Monitoring System of complete facility including water leakage, Humidity & temperature sensors.	SKY CONTROL/ LD1500	Complete facility	1	-
20	UPS Input /Output DBs	EATON	UPS rooms 1 &2	2	-
21	PLC Control Panel	EATON	UPS rooms 1 &2	2	-
22	Power Sensor's DB (24 sensors per DB)	PREMIER	UPS rooms 1 &2	2	-
23	Main Power DB	PREMIER	UPS rooms 1	1	-
24	Power Distribution Boards 1 to 12	PREMIER	Complete facility	12	-

*The serial numbers are mentioned as of today; which may change during the procurement process until the contract is awarded and signed. The same will be reconciled at the time of signing of contract.

The above list of Data Center Infrastructure Components is for indicative purpose for the assessment of scale of work. However, the service provider will be responsible for the SLA of complete infrastructure of facility including electrical / control wires, paints, Lights etc. or any items / devices not listed above.

Site Survey of DR Data Center may be conducted at least 5 days prior to the bid submission / opening on request to SBP.

4. Service Level Agreement (SLA) during Support Period

The Service Provider shall, with due care, diligence and attention, provide the technical support services to the full satisfaction of the Purchaser by assigning properly qualified and competent personnel having related product maintenance experience and all reasonable means required in ensuring quality services in accordance with this Agreement.

4.1 Scope of Services:

1. Service Provider shall provide support services to run and maintain all the Equipment and Software proposed in the solution in compliance with the Service Level Requirements.
2. Service Provider shall repair, replace, restore, reinstall, and reconfigure any faulty equipment/software component for recovery to normal operational status at no additional cost to the Purchaser.
3. Service Provider shall perform corrective, preventive and comprehensive maintenance/overhauling or replacement (if required) of all the equipment under SLA without any additional cost to Purchaser and the replaced equipment shall become property of the SBP.
4. Service Provider shall provide a detailed plan to Purchaser regarding availability of manpower, spares and standby equipment and service methodology to meet the Purchaser's requirements in a prompt and efficient manner, within two weeks of notification of SLA activation.
5. The complaint can be lodged at any time during 24 x 7. Following table outlines the Incident Classification System including required recovery time:

S#	Severity / Category Level	RED LEVEL (Severity-1)	ORANGE LEVEL (Severity-2)	YELLOW LEVEL (Severity-3)
1.	Criteria	The any of critical equipment of the facility is "down" due to a hardware or component or associated services failures. The business operations are at halt or down due to this failure.	The any of critical equipment of the facility is "down" due to a hardware or component or associated services failures and the business is running through redundant equipment available at facility.	Operational performance of the equipment and its components are showing errors, while the facility is functional. Information or technical assistance is required. However there is no impact on SBP business operations but it requires to be resolved permanently.
2.	Reporting time (24 hour X 7 day)	Within 30 minutes of Reported Incident	Within 4 Hours of Reported Incident	Within 12 Hours of Reported Incident
3.	Recovery Time (24 hour X 7 day)	Within 4 Hours of Reported Incident	Within 12 Hours of Reported Incident	Within 24 Hours of Reported Incident
4.	Backup and Replacement: In case of failure of equipment or its component(s) the replacement or provision of backup unit	Within 12 hours of Reported Incident	Within 48 hours of Reported Incident	N/A

6. As per requirement, local support from expert technician/engineer through internet or phone will be required until the problem resolved completely or backup provided and operations restored.

7. The service provider shall maintain on-call team of skilled and trained technicians / engineers, equipped with necessary tools to ensure round the clock support for emergency fault recovery and to meet reporting and resolution time as per the SLA.
8. The service provider will be responsible for maintaining a logbook, recording the work done at each visit and get it verified by SBP representative. The service provider will submit the following reports to SBP on quarterly basis and same will be attached with respective SLA invoice.
 - Routine visit report
 - Fault calls reports.
 - Rectification Report.
 - List of replacement / repair of parts
9. The service provider will maintain critical spare parts and devices in its stock round the clock at DR Site Hyderabad premises to address the emergency faults calls at facility. The both parties will mutually agree the list of critical spares.
10. The service provider will perform preventive maintenance on quarterly basis in accordance with the checklist of routines and activity, mutually agreed by the two parties.

4.2 Reporting Time:

It is the time duration involved from logging a complaint to the supplier over phone / email or web-link or SMS and the time when the supplier Engineer/Technician reaches at site and capable to start / perform diagnostics. The service provider has to depute and allocate their resources and inventory accordingly to meet Reporting and Resolution Time as per SLA.

4.3 Recovery Time:

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

In case with a time problem shift from the lower severity category to a higher severity category, the supplier has to meet the requirement of higher severity category.

4.4 Responsibilities of the Resident Engineer (01 On-Site Engineer)

One Resident Engineer is required in DR Site at BSC Hyderabad Office for following tasks:

1. Keep update on daily basis to SBP about the system performance.
2. Keep alive system without any delay.
3. Maintenance of equipment and Monitoring software.
4. If system (Software/Hardware) is malfunctioning due to any reason, he will resolve the issue in consultation with OEM (if required) for quick & prompt response to alive the system.
5. All patches and software upgrade shall be the responsibility of Resident engineer.

4.5 Resident Engineer Support Hours

Monday to Saturday, 09:00 am ~ 06:00 pm (including extended hours support as per nature of complaint)

4.6 Responsibilities of the Resident Technicians (04 On-Site Resident Technicians)

Four Resident Technicians are required in DR Site at BSC Hyderabad Office for following tasks:

Continuous and uninterrupted presence of at least 01 resource is required on site 24 hours per day (in three shifts of eight hours), 7 days per week, for works pertaining to the generators and associated systems at site as listed, but not limited to, the following:

1. Monitoring incoming electrical supply and making sure the start of generators immediately after disruption of electrical supply.
2. Monitoring of generators for abnormal noise, vibration or any other condition.
3. Carrying out routine maintenance for generators and associated equipment and systems.
4. Supervision of activities and liaison with the Bank's staff in situations.
5. Maintenance activities necessary to maintain/repair all contractually covered equipment in trouble-free and smooth operating condition.
6. Report immediately to RE in case of failure or unusual behavior noticed.
7. Report Diesel consumption and requirement on daily basis.
8. Removal and disposal of waste.

The resources deployed for the services shall have relevant qualification and experience in operation, maintenance and servicing of Diesel Generator and its allied equipment including fuel storage tanks, pump, ATS and other associated electrical installations.

4.7 Resident Technicians Support Hours

24/7/365 support required in three shifts.

4.8 Coverage

All faulty equipment will be repaired/replaced by the Service Provider at no additional cost within the SLA and the replaced equipment shall become property of the SBP.

4.9 Site Location

Disaster Recovery Data Center (DR DC), SBP BSC Bank Hyderabad Sindh.

4.10 Liquidated Damages

In case of Service Disruption, the Liquidated Damages rate is 0.03 percent of the total Contract Price per day after elapsing of applicable timelines mentioned in the SLA. These damages will be immediately applicable once the given timeline has passed and service provider remains unable to perform the required action as mentioned in the above SLA Matrix.

Section VI. Technical Proposal Forms

Following should be the contents of the Technical Proposal Envelope :		
1.	Bid Form	Form T1
2.	Bidder's Representative	Form T2
3.	Bidders Eligibility Criteria	Form T3
4.	Technical Compliance	Form T4
5.	Schedule of Supplies & Implementation	Form T5
6.	Manufacturer's Authorization Form	Form T6
7.	Integrity Pact	Form T7
8.	Affidavit for Bidder's Blacklisting Status	Form T8
9.	Bid Security Form (Bank Guarantee)	Form T9
10.	Declaration for Ultimate Beneficial Owners Information	Form T10

Form T1 Bid Form

Date: _____
 IFB No: GSD (PROC-I)/044245/SLA/DR/2023
 Title: Maintenance and Support Services for Disaster Recovery Data Center
 Hyderabad
 Bidder: _____

To:

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

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, [the Name of Service Provider], the undersigned, accept all stated terms and conditions and offer to supply and deliver the required goods/services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **five (5%) percent** of contract amount for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **140 days** from the date fixed for Bid opening under Clause 24 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.

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 _____ 2023

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of [the Name of Service Provider].

Form T2 Bidder's Representative

IFB No: GSD (PROC-I)/044245/SLA/DR/2023
Title: Maintenance and Support Services for Disaster Recovery Data Center
Hyderabad
Bidder: _____

Bidder's Authorized Representative for this bid is:

Name: _____
Designation: _____
Specimen
Signature: _____

Cell: _____
Land Line: _____
Email: _____
Postal Address: _____

Seal & Signature of Bidder: _____
Date: _____

Form T3 Bidders Eligibility/Qualification Criteria

IFB No: GSD (PROC-I)/044245/SLA/DR/2023
 Title: Maintenance and Support Services for Disaster Recovery Data Center
Hyderabad
 Bidder: _____

#	Eligibility / Qualification Criteria	Means of Verification	Reference in Bid*	Bidder's Assessment (Y/N)
a.	Bidder must have experience of at least 02 (two) similar assignments of providing maintenance and technical support for Data Centers during last 05 (five) years;	Attach Copy of Purchase/Work Orders or Contracts with contact details. Please attach a list of projects, contracts Annex-1 to Form-T3		
b.	Bidder must have at least 02 (two) technical resources having at least 03 (three) years' experience of Data Center operations and maintenance;	Please attach copies of certificates/ CV/profiles in Annex-1 to Form-T3		
c.	Bidder must have point of presence in Karachi;	Provide addresses and phone numbers in Annex-1 to Form-T3		
d.	Bidder must have Annual Sales volume/Gross Turnover of at least Rs 300 million in any of last 3 (three) years;	Copy of Audited Financial Statements is required.		
e.	Bidder must be registered with Income Tax & Sales Tax Department and must appear on Active Taxpayer List of FBR;	Attach copy of valid NTN & GST certificates and attach Active Taxpayer List of FBR.		
f.	Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).	Provide affidavit as per Form T8		

* Please write down the reference Doc and its page no in this column.

Seal & Signature of Bidder: _____

Date: _____

Annex-1 to Form T3

Experience of Similar Assignment

#	Assignment / Product Description	Company / Name of Customer	Contact Person Name / Contact Details
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Please attach copies of work/Purchase orders, contract or customer reference letter/email or any other reference document that can substantially prove the above.

Details of Trained/Experienced Resources

#	Resource Name	Certificate/Experience Details	Certificate Issuance Date
1.			
2.			
3.			
4.			
5.			

Form T4 Technical Compliance

IFB No: GSD (PROC-I)/044245/SLA/DR/2023

Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad

Bidder: _____

Please write Yes / No in the blank space against each specification.

#	Description	Bidder's Assessment (Yes / No)
1	Complete Compliance of SLA as per Technical Specification mentioned in Section V.	
2	All the equipment listed in Section V. 'Technical Specification' will be covered in the maintenance contract	
3	Availability requirements including recovery and response time along with the Terms and Conditions mentioned under SLA requirement as in Section V. 'Technical Specification' is accepted and will be complied during execution of the contract	

Seal & Signature of Bidder: _____

Date: _____

Form T5 Schedule of Activity

IFB No: GSD (PROC-I)/044245/SLA/DR/2023
 Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
 Bidder _____

The period will be counted from the date of signing of contract.

#	Activity	Schedule
1.	The Service Provider shall provide support services during contract period	As specified in Section V: Technical Requirements
2.	The Service Provider will provide a detail plan availability of manpower, spares and backup equipment as well as service methodology to meet the Purchaser's requirements in a prompt and most efficient manner	Within two (02) weeks of signing the contract
3.	Service Activity Commencement	Tentative start date of services 01-January-2024
4.	Preventive Maintenance of Hardware (to ensure the condition for efficient and trouble free operations)	Once in a quarter or on SBP's request
5.	The Service Provider shall ensure that all the Equipment and Software shall be maintained and kept in good working condition	During the entire contract period of 03 years
6.	Completion date	31-December-2026

Seal & Signature of Bidder: _____

Date: _____

Form T6 Manufacturer's Authorization Form

(Not Applicable)

IFB No: GSD (PROC-I)/044245/SLA/DR/2023
Title: Maintenance and Support Services for Disaster Recovery Data Center
Hyderabad

To:

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

Authorization Form. for “Maintenance and Support Services for Disaster Recovery Data Center Hyderabad”

Dear Sir,

WHEREAS [**name of the Manufacturer**] who are established and reputable manufacturers of [**name and/or description of the goods**] having **factories at [address of factory]** do hereby authorize [**name and address of Agent**] to submit a bid, and subsequently sign the Contract with you against IFB No. GSD (PROC-I)/044245/SLA/DR/2023 for the goods manufactured by us as mentioned in the bidding documents.

We hereby extend our full support for the offered services by the above firm against this Invitation to Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. The Bidder in its bid must include it.

Form T7 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 Service Provider s of Goods, Services & Works

_____ [the Service Provider] 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 Service Provider] 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 Service Provider] 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 Service Provider] 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 Service Provider] 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/Service Provider] 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.

Seal & Signature of Bidder: _____

Date: _____

Form T8 Affidavit for Bidder's Blacklisting Status

Date: _____
 IFB No: GSD (PROC-I)/044245/SLA/DR/2023
 Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
 Bidder: _____

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

To:

Director
 General Services Department
 State Bank of Pakistan – BSC (HOK)
 4th Floor BSC House, I.I Chundrigar Road,
 Karachi –Pakistan

Affidavit for Bidder's Blacklisting Status

Dear Sir,

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

I/We M/s _____ hereby confirm and declare that the goods/services from Indian or Israeli origin or imported from India or Israel will not be provided for [Title of Procurement] [IFB]

I/We M/s _____ hereby also certify and declare that no backdoor or eavesdropping or remote access mechanism is present for [Title of Procurement] [IFB] from India or Israel.

Identification of avenues for unauthorized access / data leakage, detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract may lead to disqualification of bid, and forfeiture of Bid Security and/or Performance Guarantee, cancellation/termination of Contract along with blacklisting of the undersigned entity by SBP Banking Services Corporation.

Seal & Signature of Bidder: _____

Date: _____

Form T9 Bid Security Form (Bank Guarantee)

Date: _____

No. _____

Amount: **PKR 2,000,000/-**Validity: **12-Mar-24**IFB No: GSD (PROC-I)/044245/SLA/DR/2023Title: Maintenance and Support Services for Disaster Recovery Data Center HyderabadBidder: [the Name of Service Provider]

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

Whereas [the Name of Service Provider] (hereinafter called “the Bidder”) has submitted its Bid dated **Tuesday, 26 September 2023** for **Maintenance and Support Services for Disaster Recovery Data Center Hyderabad** (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [*name of Financial Institution*] of *Pakistan*, having our registered office at [*address of Financial Institution*] (hereinafter called “the Bank”), are bound unto *SBP Banking Services Corporation (SBP BSC)* (hereinafter called “the Purchaser”) in the sum stated **PKR 2,000,000/-** for the payment of which sum well and truly to be made to the Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder

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

2. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the SBP Banking Services Corporation not later than the above date.

Name: in the capacity of

signed

 [*Signature of the Bank*]

Dated on day of 20

Form T10: Declaration for Ultimate Beneficial Owners Information

ITB No: GSD (PROC-I)/044245/SLA/DR/2023Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad

Bidder: _____

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

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

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

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

1	2	3	4	5	6	7	8

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

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

Name & signature

(Person authorized to issue notice on behalf of the company)

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Section VII. Financial Proposal Forms

Following should be the contents of the **Financial Proposal Envelope:**

1.	Bid Form with Financials	Form F1
2.	Price Schedule in Pak. Rupees	Form F2

Form F1 Bid Form with Financials

(Financial Proposal)

Date: _____
 IFB No: GSD (PROC-I)/044245/SLA/DR/2023
 Title: Maintenance and Support Services for Disaster Recovery Data Center
 Hyderabad
 Bidder: _____

To:

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

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, [the Name of Service Provider], the undersigned, accept all stated terms and conditions and offer to supply and deliver the required goods/services 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/services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **five (5%) percent** of contract amount for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **140 days** from the date fixed for Bid opening under Clause 24 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.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall not 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 _____ 2023

 [Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of [the Name of Service Provider].

Form F2 Price Schedule in PKR

IFB No: GSD (PROC-I)/044245/SLA/DR/2023

Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad

Bidder: _____

Below mentioned services & supplies will be as per technical specification given in Section V- Technical Specification. All prices must be in PKR. All the quotes must be provided as per format specified below.

Maintenance and Support Services of DR Site Hyderabad as per Technical Specifications, SLA requirement and Equipment list provided in Section V "Technical Specifications"		Yearly Charges (C)	Tax @ 13% SST (T)	Total Charges (C + T)
03 Years SLA Charges				
1	1 st Year SLA Charges			
2	2 nd Year SLA Charges			
3	3 rd Year SLA Charges			
Total SLA Charges in PKR				
Amount in words:				

Note:

- i. All the quotes must be provided as per format specified above.
- ii. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- iii. Prices should be inclusive of all applicable taxes and duties.
- iv. Before filling this form kindly read Technical Specifications and the required Service Level Agreement in Section V.

Seal & Signature of Bidder: _____

Date: _____

Section VIII. Form of Contract

(To be submitted along with stamp duty, as per Applicable Stamp Duty Act)

THIS Contract made on _____ day of _____ 2023 between **State Bank of Pakistan** (hereinafter called "**the Purchaser**") of the one part and *[the Name of Service Provider]* of **Karachi, Pakistan** (hereinafter called "**the Service Provider**") of the other part:

WHEREAS the Purchaser invited bids to provide certain Services viz., "**Maintenance and Support Services for Disaster Recovery Data Center Hyderabad**" (hereinafter called the "Services");

The Service Provider, having represented to the Purchaser 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 **Rs.**_____ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. Appendices;
 - Appendix -1 Notification of Award
 - Appendix -2 Acceptance Letter
 - Appendix-3 Service Provider's Representative
 - Appendix-4 Technical Requirements
 - Appendix-5 Schedule of Activity
 - Appendix-6 Price Schedule
 - Appendix-7 Payment Schedule
 - Appendix-8 Service Provider Account Form (S2)
 - Appendix -9 Performance Guarantee (Bank Guarantee)
 - Appendix -10 Integrity Pact
 - Appendix - 11. The Service Provider's Bid
3. The mutual rights and obligations of the Purchaser 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 Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.
4. This contract can only be amended or extended in writing and upon mutual agreement of both the parties.

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

Sign and seal, (for the Purchaser):

Name:
Designation:

Witness 1: _____
Name:
Designation:

Witness 2: _____
Name:
Designation:

Sign and seal, (for the Service Provider):

Name:
Designation:

Witness 1: _____
Name:
Designation:

Witness 2: _____
Name:
Designation:

Section IX. General Conditions of Contract (GCC)

1. Definitions

- 1.1. “The Contract Price” means the total price agreed at the time of signing the contract payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- 1.2. “The Goods” means all of the equipment, machinery, software and/or other materials, which the Service Provider is required to supply to the Purchaser under the Contract.
- 1.3. “The Services” means Technical Specifications, Service Level Agreement and Activity Schedule are the required Services listed to be performed by the Service Provider and those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Service Provider covered under the Contract.
- 1.4. “GCC” means the General Conditions of Contract contained in this section.
- 1.5. “SCC” means the Special Conditions of Contract.
- 1.6. “The Purchaser” means the State Bank of Pakistan, as named in SCC.
- 1.7. “The Islamic Republic of Pakistan” is the country named in SCC.
- 1.8. “The Service Provider” means the individual, entity or firm supplying of the Services under this Contract.
- 1.9. “The Project Site,” where applicable, means the place or places named in SCC.
- 1.10. “Day” means calendar day.
- 1.11. “The Actual (Adjusted) Contract Price” means the price payable to the Service Provider under the Contract after all the adjustments of quantities, lengths and extent of deliveries after installation and or Acceptance for the full and proper performance of its contractual obligations.
- 1.12. “System” – is the set of all the components of the project.
- 1.13. “Subsystem” – is a subset of the components of the project grouped for a project site(s) or for a particular category/type of supplies.
- 1.14. “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan
- 1.15. “Comparable Experience” means the experience in providing goods comparable to the ones being solicited through this procurement
- 1.16. “Documentary Evidence” means copies of Notification of Award/Contract /Audited Financial Statements Authorization

	<p>Certificate/Curriculum Vitae and or any other documents required to evaluate bid</p> <p>1.17. “Contractor” means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works;</p> <p>1.18. “Bid Data Sheet (BDS)” means such part of the Instructions to Bidders used to reflect specific assignment conditions.</p> <p>1.19. “Day” means calendar day.</p> <p>1.20. “Government” means the Federal Government of Islamic Republic of Pakistan</p> <p>1.21. “ITB” means Instructions to Bidders (Section III of the Bidding Documents) the document which contains all information and instructions for bidders, which bidders need to prepare their bids.</p> <p>1.22. In writing” means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.</p> <p>1.23. “Intellectual Property Rights” means all current and future copyright, patents, trademarks (whether or not registered) or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual and property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.</p> <p>1.24. “Method of Procurement” means bidding method adopted for this procurement under PPR rules 2004. [stated in BDS]</p> <p>1.25. OEM is “Original Equipment Manufacturer”</p> <p>1.26. “Bid” means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;</p> <p>1.27. “Bidder” means a person who submits a bid;</p> <p>1.28. “Blacklisted” means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.</p> <p>1.29. “Corrupt and Fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including,-</p> <p>1.29.1. “Coercive Practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the</p>
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	<p>property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>1.29.2. “Collusive Practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</p> <p>1.29.3. “Corrupt Practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>1.29.4. “Fraudulent Practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>1.29.5. “Obstructive Practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;.</p> <p>1.34 “Cross Debarred” means a bidder debarred by any procuring agency shall be considered as debarred by all the procuring agencies.</p>
2.Application	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3.Country of Origin	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government</p> <p>3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Service Provider.</p>
4. Standards	4.1 The Goods and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Purchaser	5.1 The Service Provider shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and

	<p>shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Service Provider's performance under the Contract if so required by the Purchaser.</p> <p>5.3 The Service Provider shall permit the Purchaser to inspect the Service Provider accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Service Provider, if so required.</p>
6. Patent Rights	<p>6.1 The Service Provider shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.</p>
7. Performance Guarantee	<p>7.1 Within twenty one (21) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the Performance Guarantee in the amount specified in SCC.</p> <p>7.2 The proceeds of the Performance Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.</p> <p>7.3 The Performance Guarantee shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Islamic Republic of Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or</p> <p>7.4 The Performance Guarantee will be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p> <p>7.5 No payment shall be made in case of the expiry of Performance Guarantee.</p>
8. Inspections and Tests	<p>8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>8.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Service Provider shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p>

	<p>8.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Islamic Republic of Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.</p> <p>8.4 Nothing in GCC Clause 8 shall in any way release the Service Provider from any warranty or other obligations under this Contract.</p> <p>8.5 - Appropriate tests and verifications to ensure the consistency of product with conditions laid down in bidding documents.</p>
9.Packing	<p>9.1 The Service Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
10. Delivery and Documents	<p>10.1 Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Service Provider are specified in SCC.</p>
11. Insurance	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Purchaser after having been delivered; hence insurance coverage is Service Provider's responsibility.</p>
12. Transportation	<p>12.1 The Service Provider is required under the Contract to transport the Goods to a specified place of destination within the Islamic Republic of Pakistan, transport to such place of destination in the Islamic Republic of Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Service Provider, and related costs shall be deemed to have been included in the Contract Price.</p>
13. Incidental Services	<p>13.1 The Service Provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Service Provider of any warranty obligations under this Contract; and

	<p>(e) training of the Purchaser's personnel, at the Service Provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>13.2 Prices charged by the Service Provider for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Service Provider for similar services.</p>
14.Spare Parts	<p>14.1 The Service Provider should provide any or all of the notifications, and information pertaining to spare parts:</p> <p>(a) such spare parts as the Purchaser may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider of any warranty obligations under the Contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15.Warranty	<p>15.1 The Service Provider warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Service Provider, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for period stated in Special Conditions after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract</p> <p>15.3 If the Service Provider determines that the standard warranty as provided by the manufacturer on certain products under this project is beyond 01 year (e.g. 2, 3 or unlimited years), then the Service Provider will clearly identify the respective warranty periods against all such product in its proposal.</p> <p>15.4 However, if the Service Provider determines that the standard warranty as provided by the manufacturer on certain products under this project is less than 01 year (e.g. 3 months), then Service Provider will clearly identify the options, services and cost associated in purchasing the extended warranty/maintenance service for up to 01 year on all such products in its proposal.</p>

	<p>15.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Purchaser may have against the Service Provider under the Contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.</p> <p>16.2 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Service Provider.</p> <p>16.4 The currency of payment is Pak. Rupees.</p>
17. Prices	<p>Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p>
18. Change Orders	<p>18.1 The Purchaser may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract for the Services to be provided by the Service Provider.</p> <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Purchaser's change order.</p>
19. Contract Amendments	<p>Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
20. Assignment	<p>The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.</p>
21. Subcontracts	<p>21.1 The Service Provider shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.</p>

	21.2 Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Service Provider's Performance	<p>22.1 Delivery of the Goods and performance of Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>22.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Service Provider in the performance of its delivery obligations may render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
23. Liquidated Damages	Subject to GCC Clause 24, if the Service Provider fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser may, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	<p>24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Service Provider fails to perform the Services or deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or (b) if the Service Provider fails to perform any other obligation(s) under the Contract. (c) if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Service</p>

	Provider shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
26. Termination for Convenience	The Purchaser, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
27. Resolution of Disputes	In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration in accordance with the Arbitration Act, 1940.
28. Governing Language	The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
29. Applicable Law	The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
30. Notices	<p>30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.</p> <p>30.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
31. Taxes and Duties	Service Provider shall be entirely responsible for all taxes, duties, license fees, etc.
32. Overriding effect of Public Procurement Rules 2004	In case of conflict or primacy of interpretation the provisions of PPR 2004 shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents

33. Effectiveness of Contract and Commencement of Services	<p>33.1 This Contract shall come into effect on the date the Contract is signed by both the parties or such other date as may be stated in the SCC.</p> <p>33.2 The Service Provider shall start carrying out the Services from the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>33.3 Unless terminated earlier, 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 may be liable to pay liquidated damage as per GCC Clause 23. In this case, the Completion Date will be the date of completion of all activities.</p>
34. Independent Contractor Status	<p>The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship.</p> <p>The service provider acknowledges and agrees that the Purchaser will not provide the service provider or its personnel with any remuneration, employee benefits, health insurance and that income tax / withholding tax is service provider's responsibility. The service provider shall ensure all applicable laws are strictly followed.</p>
35. Indemnity	<p>The Service Provider agrees to indemnify the Purchaser and hold it harmless against any and all liabilities, including judgements and cost of litigation, for anything done or omitted by the Service Provider in the execution of this Contract.</p>
36. Relationship of Parties	<p>Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.</p>

Section X. Special Conditions of Contract (SCC)

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

SCC 1.	Definitions	GCC Clause 1
	1.1. "The Contract" is " Maintenance and Support Services for Disaster Recovery Data Center Hyderabad "	
	1.2. "The Contract Price" is Rs. _____	
	1.7. "The Purchaser" is the State Bank of Pakistan	
	1.9. "The Service Provider" is [the Name of Service Provider]	
SCC 2.	Performance Guarantee	GCC Clause 7.1
	5% Performance Guarantee is required against the total contract amount for the entire contract period.	
SCC 3.	Effectiveness of Contract	GCC Clause 33.1
	The date on which this Contract shall come into effect is _____.	
SCC 4.	Commencement of Services	GCC Clause 33.2
	The Starting Date for the commencement of Services is _____	
SCC 5.	Intended Completion Date	GCC Clause 33.3
	The Intended Completion Date of Services is _____.	
SCC 6.	Payment	GCC 16
	The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:	
	<u>Payment for SLA:</u>	
	SLA payments shall be paid in six equal installments at the end of each six month period subject to confirmation from SBP technical team.	
SCC 7.	Prices	GCC 17
	Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.	
SCC 8.	Liquidated Damages	GCC Clause 23

If the Service Provider fails to provide services as per the required terms & conditions and service level agreement, the purchaser may deduct the Liquidated Damages at the rate of 0.03 percent of the total Contract Price per day after elapsing of applicable timelines mentioned in the SLA. These damages will be immediately applicable once the applicable timeline has passed and service provider remains unable to perform the required action as per SLA Matrix in Technical Specifications section.

The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price. After which the purchaser may consider termination of the contract pursuant to GCC 2.6.

SCC 9.	Resolution of Disputes	GCC Clause 27
In the case of a dispute between the Purchaser and the Service Provider, the dispute shall be referred to arbitration in accordance with Arbitration Act 1940.		
SCC 10.	Notices	GCC Clause 30
Purchaser's address for notice purposes:		
<p style="text-align: center;">Director ITOD Information Technology Operations Department 6th Floor, Main Building State Bank of Pakistan I.I. Chundrigar Road, Karachi</p>		

Section XI. Appendices (Contract)

Appendix -1 Notification of Award

Appendix -2 Acceptance Letter

Appendix-3 Service Provider's Representative

Appendix-4 Technical Requirements

Appendix-5 Schedule of Activity

Appendix-6 Price Schedule

Appendix-7 Payment Schedule

Appendix-8 Service Provider Account Form (S2)

Appendix -9 Performance Guarantee (Bank Guarantee)

Appendix -10 Integrity Pact

Appendix - 11. The Service Provider's Bid

Appendix - 12. Declaration for Ultimate Beneficial Owners Information

Appendix -1 Notification of Award



STATE BANK OF PAKISTAN
SBP Banking Services Corporation
General Services Department
Head Office

[Ref. No.]

[Date]

IFB No: GSD (PROC-I)/044245/SLA/DR/2023

Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad

To:

[insert: *name and address of Service Provider*]

Notification of Award for “Maintenance and Support Services for Disaster Recovery Data Center Hyderabad”

Dear Sir or Madam,

It is hereby informed that [*the Name of Service Provider*]’s bid for “*Maintenance and Support Services for Disaster Recovery Data Center Hyderabad*” has been accepted for a sum of **Rs.**_____.

Please acknowledge with your Letter of Acceptance.

Yours Sincerely

[Procurement Officer]

Appendix -2 Acceptance Letter

[Ref. No.]

[Date]

IFB No: GSD (PROC-I)/044245/SLA/DR/2023

Title: Maintenance and Support Services for Disaster Recovery Data Center Hyderabad

To:

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

Letter of Acceptance. for “Maintenance and Support Services for Disaster Recovery Data Center Hyderabad”

Dear Sir,

We hereby Confirm and Accept the Notification of Award (*Insert Ref. No. of NoA*) for “*Maintenance and Support Services for Disaster Recovery Data Center Hyderabad*” for a sum of *Rs.*_____.

We will submit requisite Performance Guarantees within twenty one (21) days and sign & return the Contract within twenty four (24) days from receipt of the Contract Form as per the terms of the Bidding Documents.

Yours Sincerely

Name

Designation

[the Name of Service Provider]

Date:

Appendix-3 Service Provider’s Representative

No:	GSD (PROC-I)/044245/SLA/DR/2023
Title:	Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
Service Provider:	<i>[the Name of Service Provider]</i>

Service Provider’s appointed Representatives are:

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

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

Appendix-4 Technical Requirements

No:	GSD (PROC-I)/044245/SLA/DR/2023
Title:	Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
Service Provider:	<i>[the Name of Service Provider]</i>

To be included at the time of signing of contract

Appendix-5 Schedule of Activity

No:	GSD (PROC-I)/044245/SLA/DR/2023
Title:	Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
Service Provider:	<i>[the Name of Service Provider]</i>

To be included at the time of signing of contract

Appendix-6 Price Schedule

No:	GSD (PROC-I)/044245/SLA/DR/2023
Title:	Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
Service Provider:	<i>[the Name of Service Provider]</i>

To be included at the time of signing of contract

Appendix-7 Payment Schedule

No:	GSD (PROC-I)/044245/SLA/DR/2023
Title:	Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
Service Provider:	<i>[the Name of Service Provider]</i>

To be included at the time of signing of contract

Appendix-8 Service Provider Account Form (S2)



STATE BANK OF PAKISTAN
Finance Department
Service Provider Bank Account Details Form

S-2

1. For OFFICE use: (Please Check)			
Office:	SBP <input type="checkbox"/>	BSC <input type="checkbox"/>	Department: <u>General Services Department</u>
Create New Service Provider:	<input type="checkbox"/>	Create New Site:	<input type="checkbox"/>
Update Service Provider Info:	<input type="checkbox"/>	Service Provider Number:	
2. Service Provider Information			
Service Provider Name			
Service Provider NTN	(9 digits)		
CNIC No.	(15 digit) If NTN Not available		
Service Provider Address			
Service Provider City			
Contact No.		Mobile No.	
E-mail Address		Fax No.	
3. Bank Account Information			
Bank Name			
Branch Name			
Branch Address			
Branch Code		Branch Type	Commercial <input type="checkbox"/> Islamic <input type="checkbox"/>
Branch License No.			
Account No. (17 digits)	Account Type:		
Title of Account			
(Signature & Stamp of Service Provider)			

Forwarded By:	Verified By:	Entered By:	Approved By:
Date Creation / Updation Date			

<p>Note:</p> <ul style="list-style-type: none"> Information without complete Bank Account Details & NTN/ CNIC will not be accepted. All Payments will be made to Service Provider through Bank Account. Any change in Bank Account should be conveyed immediately to SBP. Otherwise SBP will not be responsible for credit into wrong account of Service Provider due to change in bank account details.

Appendix -9 Performance Guarantee (Bank Guarantee)

No:	GSD (PROC-I)/044245/SLA/DR/2023
Title:	Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
Service Provider:	<i>[the Name of Service Provider]</i>

Date: _____

No. _____

Amount: _____

Validity: _____

To:

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

WHEREAS *[the Name of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. **GSD (PROC-I)/044245/SLA/DR/2023** *[reference number of the contract]* to “**Maintenance and Support Services for Disaster Recovery Data Center Hyderabad**” (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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 _____ 202_.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

Appendix -10 Integrity Pact



STATE BANK OF PAKISTAN

Declaration of Fees, Commissions and Brokerage etc
Payable by the Service Providers of Goods, Services & Works
Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

No:	GSD (PROC-I)/044245/SLA/DR/2023
Title:	Maintenance and Support Services for Disaster Recovery Data Center Hyderabad
Service Provider:	[the Name of Service Provider]

[the Name of Service Provider] 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 Name of Service Provider] 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 Name of Service Provider] 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 Name of Service Provider] 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 Name of Service Provider] 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 Name of Service Provider] 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.

Appendix - 11. The Service Provider's Bid

Appendix - 12. Declaration for Ultimate Beneficial Owners Information

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