



BIDDING DOCUMENTS

For

***Renewal of Support Services for  
VMware Products***

(Single Stage - Two Envelopes)

**August 2022**

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Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (SBP BSC)  
4th Floor BSC House, I.I Chundrigar Road, Karachi,  
Phone: (92-21)-32455948 & 32455482, Facsimile :( 92-21)-99221176  
Email: gsd.proc@sbp.org.pk, Website: www.sbp.org.pk

## **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:**

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



## SBP Banking Services Corporation Section I. Invitation for Bids (IFB)

IFB No. GSD (PROC-I)/046177/Renewal/VMware/2022

Date: 10 August 2022

1. The State Bank of Pakistan (SBP) intends to renew its in-use VMware Products Software Support Services. Sealed bids are invited from all eligible bidders that meet the following eligibility criteria:
  - a) Bidder must be OEM or OEM's Authorized Partner having valid Partnership certificate;
  - b) Bidder must be authorized by their OEM specifically for this procurement;
  - c) Bidder must be registered with Income Tax and Sales Tax Department and must appear on the Active Tax Payers List of FBR;
  - d) Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).
2. Bidding documents containing detailed terms and conditions, etc. are available free of cost for the interested bidders on submission of a written application from the address given below during office hours after publication of IFB till closing date thereof. This IFB / Bidding Document is also uploaded for display on the websites <http://www.ppra.org.pk> and <http://www.sbp.org.pk>.
3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at the office of the undersigned on or before **Tuesday, 30 August 2022, 11:00 am**. Bids will be opened same day at **11:30 am**, at Meeting Room, General Services Department (GSD) 4th Floor BSC House, State Bank of Pakistan, Banking Services Corporation (SBP BSC), I.I Chundrigar Road, Karachi –Pakistan.

### Senior Joint Director

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## Section II. Bid Data Sheet (BDS)

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

<b>BDS 1.</b>	<b>Method of Procurement</b>	
	Bidding will be conducted under Competitive Bidding :	
	<b>Single Stage Two Envelope Procedure</b> under 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.	
<b>BDS 2.</b>	<b>OEM</b>	
	The “Original Equipment Manufacturer” (OEM) for the purpose of this bid shall be <b>VMware</b> .	
<b>BDS 3.</b>	<b>Name of Purchaser</b>	ITB 2.1
	State Bank of Pakistan	
<b>BDS 4.</b>	<b>Title</b>	ITB 2.1
	Renewal of Support Services for VMware Products	
	IFB No. GSD (PROC-I)/046177/Renewal/VMware/2022	
<b>BDS 5.</b>	<b>Eligible Bidders</b>	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 blacklisted or debarred by a foreign country, international organization or other foreign institutions shall be ineligible to participate. Bidder who has violated the law of land of any country and appearing on any sanction list will not be eligible to participate in the bidding/procurement process.	
	Blacklisted bidder(s) are not allowed to participate in the bidding process. The bidder must not have been 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 a stamp paper as per Form T8 is mandatory).	
	Joint Ventures and Consortiums are not allowed.	
<b>BDS 6.</b>	<b>Eligible Goods and Services</b>	ITB 5
	The goods and services produced by all countries, except countries restricted by Federal Government.	
	The bidder has to ensure that all the components used for the required supplies are genuine and original. Bids proposing substandard, low quality, refurbished or copied items will be	

rejected. Documentary evidence showing genuineness of brand name, model and country of origin of the product so offered should also be attached.

<b>BDS 7. Pre Bid Meeting</b>	ITB 9.2
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Pre Bid Meeting is not required.

<b>BDS 8. Clarification of Bidding Documents</b>	ITB 8
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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 (SBP BSC)  
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<b>BDS 9. Prices</b>	ITB 13.4
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Prices quoted by the Bidder shall be “fixed;” However, any subsequent legislation enacted between bid opening and finalization of award that impacts the bid price would be duly accounted for.

<b>BDS 10. Bid Currencies</b>	ITB 14
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Prices shall be quoted in **Pak Rupees**.

<b>BDS 11. Minimum Qualification/Eligibility Requirements</b>	ITB 3.5
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- a) Bidder must be OEM or OEM's Authorized Partner having valid Partnership certificate;
- b) Bidder must be authorized by their OEM specifically for this procurement;
- c) Bidder must be registered with Income Tax and Sales Tax Department and must appear on the Active Tax Payers List of FBR;
- d) Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).

<b>BDS 12. Bid Security</b>	ITB 17.1
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1. Bid security of fixed amount of [PKR 1,000,000/-] is required;
2. Bid Security must be valid till **14-Feb-23**.
3. Bid Security must be in sealed Technical Proposal Envelope.
4. Bid found without or ‘with insufficient’ Bid Security will be rejected instantly.
5. Bid Security shall be in favor of ‘SBP Banking Services Corporation’.
6. 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).

<b>BDS 13. Bid validity period</b>	ITB 18.1
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The rates quoted must remain valid for a period of **140 days** after opening of bids.

<b>BDS 14. Sealing and Marking of Bids</b>	ITB 19.1
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- The Bid shall comprise a single sealed package labeled as follows:

<p><b>Bid for:</b> IFB No. GSD (PROC-I)/046177/Renewal/VMware/2022 <b>Bidder:</b> [Name of Bidding Entity]</p>
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**Title: Renewal of Support Services for VMware Products).**

“DO NOT OPEN BEFORE **Tuesday, 30 August 2022** , 11:30 Hours

Senior Joint Director

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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)/046177/Renewal/VMware/2022

**Bidder:** [Name of Bidding Entity]

**Title: Renewal of Support Services for VMware Products****‘TECHNICAL PROPOSAL’**

**(Original & Copy)**

“DO NOT OPEN BEFORE **Tuesday, 30 August 2022** , 11:30 Hours

Senior Joint Director

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Phone: (92-21)–32455948 & 32455482

**Labeling for ‘Financial Proposal’ envelope:**

**Bid for:** IFB No. GSD (PROC-I)/046177/Renewal/VMware/2022

**Bidder:** [Name of Bidding Entity]

**Title: Renewal of Support Services for VMware Products)****‘FINANCIAL PROPOSAL’**

**(Original & Copy)**

“DO NOT OPEN BEFORE **Tuesday, 30 August 2022** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi  
Phone: (92-21)–32455948 & 32455482

**BDS 15. Contents of the Technical Proposal Envelope**

ITB 20

- |    |         |  |
|----|---------|--|
| 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	Bid Securing Declaration

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

<b>BDS 16.</b>	<b>Contents of the Financial Proposal Envelope</b>	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.
<b>BDS 17.</b>	<b>Address for bid submission</b>	ITB 21.1
<p>Senior Joint Director  Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi  Phone: (92-21)-32455948 &amp; 32455482  Facsimile :( 92-21)-99221176  Email: gsd.proc@sbp.org.pk</p>		
<b>BDS 18.</b>	<b>Deadline for bid submission</b>	ITB 21.1
<p><b>Tuesday, 30 August 2022 at 11:00 am</b></p>		
<b>BDS 19.</b>	<b>Date and Time of bid opening.</b>	ITB 24.1
<p><b>Tuesday, 30 August 2022 at 11:30 am</b></p> <p>In case of any unforeseen reasons, unrest or force majeure, which may cause delay on the bid opening date, the bids shall be opened on the next working day at the same place and time.</p> <p>The opening date of Financial Proposal will be communicated to the eligible bidders by the Purchaser.</p>		
<b>BDS 20.</b>	<b>Place of bid opening.</b>	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>		
<b>BDS 21.</b>	<b>Evaluation of Bids</b>	ITB 27
<p>Evaluation will be carried out as per the criteria defined in “<i>Section IV Evaluation Criteria</i>”</p>		
<b>BDS 22.</b>	<b>Purchaser's Right to Vary Quantities at Time of Award</b>	ITB 31
<p>Up to 15%</p>		
<b>BDS 23.</b>	<b>Signing of Contract</b>	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>		
<b>BDS 24.</b>	<b>Preliminary Evaluation</b>	ITB 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.

<b>BDS 25. Performance Guarantee</b>	ITB 36
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**Not Required**

<b>BDS 26. Documents Establishing Goods' Eligibility</b>	ITB 16
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Documents: Pursuant to Form T4 Technical compliance of the Bidding Document. Bidders must provide Product Data Sheets from OEM, Technical, Promotional Brochure and Detailed Technical Specifications and features (certified from OEM) of the items quoted. Webinars, Information in electronic format.

## Section III. Instructions to Bidders (ITB)

### A. 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, intends to apply its funds under the contract for which this Invitation for 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 that may 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 laws 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 shall 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 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>"Corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</p> <p>(a) "coercive practices" 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;</p> <p>(b) "collusive practices" 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>

- (c) "corrupt practices" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (d) "fraudulent practices" 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
- (e) "obstructive practices" 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;

4.2. 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).

4.3. 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"> <li>• Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</li> <li>• Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP</li> <li>• Cross verification of documentary undertaking submitted by Contractor/Bidder/Supplier/Consultant.</li> </ul>	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/Supplier/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.

- 4.4. However, such barring action shall be undertaken only after affording an adequate opportunity of being heard to the contractor who is to be barred and blacklisted.
- 4.5. The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Client unless such receipt is signed by a duly authorized officer of the Purchaser and bidder shall be solely responsible for seeing that a proper receipt is provided.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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 of interest 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
- 4.9. 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 engaged, under any of the circumstances set forth below:
- a) A bidder that has been engaged by the Purchaser to provide goods 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.
  - b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.
  - c) A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the 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

	<p>resolved in a manner acceptable to the appropriate authority of the Purchaser.</p> <p>4.10. Bidders shall not engage any agency or current employees of the Purchaser. Engaging 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>For purposes of this clause, “origin” means the place where the Goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, 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>5.2. 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

ITB7. Content of Bidding Documents	<p>7.1. In accordance with Rule 23 of PPR 2004 the Goods and Services required to be procured, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <table> <tr> <td>Section I</td> <td>Invitation for Bids (IFB)</td> </tr> <tr> <td>Section II</td> <td>Bid Data Sheet (BDS)</td> </tr> <tr> <td>Section III</td> <td>Instructions to Bidders (ITB)</td> </tr> <tr> <td>Section IV</td> <td>Evaluation Criteria</td> </tr> <tr> <td>Section V</td> <td>Technical Specification</td> </tr> <tr> <td>Section VI</td> <td>Technical Proposal Forms</td> </tr> <tr> <td>Section VII</td> <td>Financial Proposal Forms</td> </tr> <tr> <td>Section VIII</td> <td>Form of Contract</td> </tr> <tr> <td>Section IX</td> <td>General Conditions of Contract (GCC)</td> </tr> <tr> <td>Section X</td> <td>Special Conditions of Contract (SCC)</td> </tr> <tr> <td>Section XI</td> <td>Appendices (Contract)</td> </tr> </table> <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>	Section I	Invitation for Bids (IFB)	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)
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Section X	Special Conditions of Contract (SCC)																						
Section XI	Appendices (Contract)																						

	<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>7.4. 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>
ITB8. Clarification of Bidding Documents	<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>
ITB9. Amendment of Bidding Documents	<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 (if required) will be communicated to all the bidders.</p>

## C. Preparation of Bids

ITB10.Language of Bid	10.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in 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 of the following components:</p> <ul style="list-style-type: none"> <li>a. A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13.</li> <li>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;</li> <li>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</li> <li>d. Bid security furnished in accordance with ITB Clause 17.</li> </ul>
ITB12.Bid Form	12.1. The Bidder shall complete and sign the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods 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 proposed to supply under the contract.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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, levies, fees, sales and other taxes incurred until delivery of the Goods</li> </ul> <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</p>

	<p>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 &amp; Provincial taxes and duties on supplies &amp; 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 supplier 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' &amp; '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' &amp; 'Price Schedule' will be adjusted accordingly.</p>
ITB14. Bid Currencies	<p>14.1. Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.</p>
ITB15. Documents Establishing Bidder's Eligibility and Qualification	<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> <p>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</p>

	<p>been duly authorized by the goods Manufacturer or producer to supply the equipment in the Islamic Republic of Pakistan;</p> <p>b. that the Bidder has the financial, technical, and production capability necessary for the performance of the contract;</p> <p>c. that, in case if a Bidder is 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 who is 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</p> <p>d. that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<p>ITB16.Documents Establishing Goods' 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> <p>a. a detailed description of the essential technical and performance characteristics of the goods;</p> <p>b. 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>c. 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> <p>i. Obsolescence of hardware items or any of the component parts</p> <p>ii. Unavailability of hardware</p> <p>iii. Unavailability of second or third level support services from developers of third party software items.</p> <p>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> <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</p>

	<p>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"> <li>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 the Purchaser;</li> <li>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;</li> <li>c. be payable promptly upon written demand by the Purchaser;</li> <li>d. be submitted in its original form; copies will not be accepted;</li> <li>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.</li> </ol> <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 (if required), pursuant to ITB Clause 36.</p> <p>17.4. The bid security may be forfeited:</p> <ol style="list-style-type: none"> <li>a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>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.</li> <li>c. in the case of a successful Bidder, if the Bidder fails. <ol style="list-style-type: none"> <li>(i) to sign the contract in accordance with ITB Clause 35;</li> <li>or</li> <li>(ii) to furnish Performance Guarantee (if required) in accordance with ITB Clause 36.</li> </ol> </li> </ol>
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. 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>
<p>ITB19.Format and Signing of Bid</p>	<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,” appropriately. In the event of any discrepancy between them, the original shall prevail.</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 un-amended 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>

## 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	<p>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.</p>
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	<p>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.</p>
ITB26. Preliminary Evaluation	<p>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> <p>26.2. Arithmetical errors will be rectified on these basis:</p> <p>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 Supplier 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 inter se ranking of the Bidders.</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 these purposes, 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</p>

	<p>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	<p>27.1. Pursuant to ITB 26 the technical proposals of the qualified bids only after preliminary evaluation shall be evaluated in detail. The Technical Compliance (Form T4) of Section VI and other 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.</p>
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>

## 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 bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.</p> <p>29.2. The purchaser, while determining the Bidder, will take into account the Bidder's financial, technical, and production capabilities. It will be based upon the examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, in pursuance of ITB Clause 15.3, along with 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 bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
ITB30.Award Criteria	<p>30.1. 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 be determined to perform the contract satisfactorily.</p>
ITB31.Purchaser's Right to Vary Quantities at Time of Award	<p>31.1. 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 goods and 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>32.1. 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 (if required) by the successful Bidder pursuant to ITB Clause 36, the Purchaser will promptly notify each unsuccessful Bidder and will discharge their 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 of PPR-2004 should be met. However after issuance of Notification of Award and prior to execution 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</p>

	<p>as responsive if accepting this bid does not conflict with Rule 2(1) (L) of PPR-2004. For rejecting the most advantageous bid and opting for 2nd most advantageous bid, opportunity of being heard should be provided to bidder with most advantageous bid and prior approval of competent authority of the Purchaser shall be obtained.</p> <p>34.2. This process conforms to Rule 4 of PPR-2004 which requires “the procurement process to be efficient and economical”.</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 mention the date on the contract and return it to the Purchaser.</p>
ITB36. Performance Guarantee ( <i>if required</i> )	<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 make 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 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	<p>38.1. 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.</p>
ITB39. Overriding Effect of PPR-2004	<p>39.1. Whenever in conflict with these documents the provisions of PPR-2004 shall prevail.</p>

## Section IV. Evaluation Criteria

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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 Specifications

SBP intends to renew Production Support/Subscription for its installed VMware products mentioned in below table for the period mentioned against each product in below table.

<b>VMware SKU #</b>	<b>Description</b>	<b>Qty.</b>	<b>VMware Account No.</b>	<b>Support Required</b>
<b>VS-EPL-3P-SSS-C</b>	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 3 years	48 CPUs	912764504	From <b>01-10-2022</b> Till <b>31-12-2025</b>
<b>VRB-OSTC-3P-SSS-C</b>	Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 3 years	48 CPUs		
<b>VC-SRM8-25E-3PSSS-C</b>	Production Support Subscription for VMware Site Recovery Manager 8 Enterprise (25 VM Pack) for 3 years	1 Pack		
<b>VCS7-STD-3P-SSS-C</b>	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 3 years	2 Instances		
<b>VS7-STD-3P-SSS-C</b>	Production Support/Subscription VMware vSphere 7 Standard for 1 processor for 3 years	2 CPUs	866708188	From <b>21-03-2023</b> Till <b>31-12-2025</b>

**Note:**

Any reinstatement due to break in service with OEM if occurred, bidder will have to ensure continuity of OEM Support Package; the bidder shall bear all the cost for the period of break in service.

## Section VI. Technical Proposal Forms

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Following should be the contents of the <b>Technical Proposal Envelope</b> :		
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.	Bid Securing Declaration	Form T10

## Form T1 Bid Form

(Technical Proposal)

Date:

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022

Title: Renewal of Support Services for VMware Products

Bidder: [Name of Bidding Entity]

To:

Director  
General Services Department  
SBP Banking Services Corporation  
4<sup>th</sup> 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, [Name of Bidding Entity], 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.

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 \_\_\_\_\_ 2022

\_\_\_\_\_  
[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of [Name of Bidding Entity].

## Form T2 Bidder's Representative

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022  
Title: Renewal of Support Services for VMware Products  
Bidder: [Name of Bidding Entity]

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)/046177/Renewal/VMware/2022

Title: Renewal of Support Services for VMware Products

Bidder: [Name of Bidding Entity]

#	Eligibility / Qualification Criteria	Means of Verifications	Reference in Bid	Bidder's Assessment (Y/N)
a.	Bidder must be OEM or OEM's Authorized Partner having valid Partnership certificate;	Valid OEM certificate / OEM letter / Web reference as proof of valid authorized partner in case of OEM's Authorized Partner		
b.	Bidder must be authorized by their OEM specifically for this procurement;	Authorization letter from OEM		
c.	Bidder must be registered with Income Tax and Sales Tax Department and must appear on the Active Tax Payers List of FBR;	Attach copy of valid NTN certificate & GST certificate and reference of Active Taxpayer List of FBR		
d.	Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).	Provide affidavit as per Form T8		

Seal & Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

## Form T4 Technical Compliance

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022  
 Title: Renewal of Support Services for VMware Products  
 Bidder: [Name of Bidding Entity]

Please write Yes / No in the blank space against each specification of items, which your product/SLA contains, and in case of any difference please elaborate equivalence.

VMware SKU #	Description	Qty.	VMware Account No.	Support Required	Bidder's Assessment (Yes / No)
<b>VS-EPL-3P-SSS-C</b>	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 3 years	48 CPUs	912764504	From <b>01-10-2022</b> Till <b>31-12-2025</b>	
<b>VRB-OSTC-3P-SSS-C</b>	Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 3 years	48 CPUs			
<b>VC-SRM8-25E-3PSSS-C</b>	Production Support Subscription for VMware Site Recovery Manager 8 Enterprise (25 VM Pack) for 3 years	1 Pack			
<b>VCS7-STD-3P-SSS-C</b>	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 3 years	2 Instances			
<b>VS7-STD-3P-SSS-C</b>	Production Support/Subscription VMware vSphere 7 Standard for 1 processor for 3 years	2 CPUs	866708188	From <b>21-03-2023</b> Till <b>31-12-2025</b>	

Seal & Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

## Form T5 Schedule of Supplies & Implementation

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022  
 Title: Renewal of Support Services for VMware Products  
 Bidder: [Name of Bidding Entity]

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

#	Activity	Schedule
1.	Supply/Confirmation for Renewal of Production Support/Subscription of VMware products valid for the period mentioned against each product in Technical Specification (Section V)	Within Four (04) weeks from the date of Notification of Award.

Seal & Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

## Form T6 Manufacturer's Authorization Form

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IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022  
Title: Renewal of Support Services for VMware Products  
Bidder: [Name of Bidding Entity]

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To:

Director  
General Services Department  
SBP Banking Services Corporation  
4<sup>th</sup> Floor BSC House, I.I Chundrigar Road,  
Karachi –Pakistan

### **Authorization Form. for “Renewal of Support Services for VMware Products”**

Dear Sir,

WHEREAS [**Name of the Manufacturer**] who is/are established and reputable manufacturers of [**name and/or description of the goods**] having **factories at [address of factory]** do hereby authorize [**Name of Bidding Entity**] to submit a bid, and subsequently sign the Contract with you against IFB No. GSD (PROC-I)/046177/Renewal/VMware/2022 for the above goods manufactured by us.

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

\_\_\_\_\_  
*[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 should 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 Suppliers of Goods, Services & Works**

[Name of Bidding Entity] 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, [Name of Bidding Entity] 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.

[Name of Bidding Entity] 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.

[Name of Bidding Entity] 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, [Name of Bidding Entity] 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 [Name of Bidding Entity] 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**

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022  
 Title: Renewal of Support Services for VMware Products  
 Bidder: [Name of Bidding Entity]

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

To:

Director  
 General Services Department  
 SBP Banking Services Corporation  
 4<sup>th</sup> 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, [Name of Bidding Entity], has/have not been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority(NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years.

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

Seal & Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

## Form T9 Bid Security Form (Bank Guarantee)

Date: \_\_\_\_\_

No. \_\_\_\_\_

Amount: **[PKR 1,000,000/-]**Validity: **14-Feb-23**IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022Title: Renewal of Support Services for VMware ProductsBidder: [Name of Bidding Entity]

To:  
 Director  
 General Services Department  
 SBP Banking Services Corporation  
 4<sup>th</sup> Floor BSC House, I.I Chundrigar Road,  
 Karachi –Pakistan

Whereas [Name of Bidding Entity] (hereinafter called “the Bidder”) has submitted its Bid dated **Tuesday, 30 August 2022** for **Renewal of Support Services for VMware Products** (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that in pursuance of the terms of the Bid, WE the guarantor [*name of Financial Institution*], having our registered office at [*address of Financial Institution*] (hereinafter called “the bank”), are bound unto *State Bank of Pakistan* (hereinafter called “the Purchaser”) in the sum stated [**PKR 1,000,000/-**] 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) withdraws or modifies 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 Purchaser during the period of Bid Validity, (i) fails to sign the Contract if required by Purchaser to do so or (ii) fails or refuses to furnish the Performance Guarantee (if required) 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 any 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 Purchaser not later than the above date.

Name: ..... in the capacity of .....

signed

\_\_\_\_\_ [Signature of the Bank]

**Dated on ..... day of ..... 20 .....**

## Form T10 Bid Securing Declaration

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022  
 Title: Renewal of Support Services for VMware Products  
 Bidder: [Name of Bidding Entity]

To:

Director  
 General Services Department  
 SBP Banking Services Corporation  
 4<sup>th</sup> Floor BSC House, I.I Chundrigar Road,  
 Karachi –Pakistan

We, [Name of Bidding Entity], the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any Contract with the Purchaser for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Bid conditions, because we:

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

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

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: [Name of Bidding Entity]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*  
 Corporate Seal (where appropriate)

## Section VII. Financial Proposal Forms

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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)/046177/Renewal/VMware/2022

Title: Renewal of Support Services for VMware Products

Bidder:

To:

Director  
General Services Department  
SBP Banking Services Corporation  
4<sup>th</sup> 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, [Name of Bidding Entity], 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.

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 \_\_\_\_\_ 2022

\_\_\_\_\_  
[Seal & signature]    [in the capacity of]

Duly authorized to sign Bid for and on behalf of [Name of Bidding Entity].

## Form F2 Price Schedule in PKR

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022  
 Title: Renewal of Support Services for VMware Products  
 Bidder: [Name of Bidding Entity]

Below mentioned goods/solution/software will be as per technical specification given in Section V- Technical Specification. (All the quotes must be provided as per format specified below)

VMware SKU #	Activity	Support Required	Qty.	Charges	Tax		Total Amount	
					%	Amount		
<b>VS-EPL-3P-SSS-C</b>	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 3 years	From <b>01-10-2022</b> Till <b>31-12-2025</b>	48 CPUs		13% SST			
<b>VRB-OSTC-3P-SSS-C</b>	Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 3 years		48 CPUs		13% SST			
<b>VC-SRM8-25E-3PSSS-C</b>	Production Support Subscription for VMware Site Recovery Manager 8 Enterprise (25 VM Pack) for 3 years		01 Pack		13% SST			
<b>VCS7-STD-3P-SSS-C</b>	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 3 years		02 Instances		13% SST			
<b>VS7-STD-3P-SSS-C</b>	Production Support/Subscription VMware vSphere 7 Standard for 1 processor for 3 years		02 CPUs		13% SST			
<b>Total Bid Amount in PKR</b>								

**Note:**

- i. Prices should be inclusive of all applicable taxes and duties.
- ii. Before filling this form kindly read the required Technical Specifications in Section V.
- iii. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.

Seal & Signature of Bidder:	
Date:	

(To be submitted along with applicable stamp duty as per Stamp Act)

## Section VIII. Form of Agreement

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THIS CONTRACT made the \_\_\_\_ day of \_\_\_\_\_ 2022 between **State Bank of Pakistan** (hereinafter called “**the Purchaser**”) of the one part and *[Name of Bidding Entity]* of *Karachi, Pakistan* (hereinafter called “**the Service Provider**”) of the other part:

WHEREAS the Purchaser invited bids to provide certain Services viz., “*Renewal of Support Services for VMware Products*” (hereinafter called the “Services”);

The Service Provider, having represented to the Purchaser that they have the required professional skills, 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 *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this CONTRACT words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this CONTRACT, 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. "Actual (Adjusted) Contract Price" means the price payable to the Supplier 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.
- 1.2. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan
- 1.3. "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;
- 1.4. "Bidder" means a person who submits a bid;
- 1.5. "Bid Data Sheet (BDS)" means such part of the Instructions to Bidders used to reflect specific assignment conditions.
- 1.6. "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 Competent 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.
- 1.7. "Comparable Experience" means the experience in providing goods comparable to the ones being solicited through this procurement
- 1.8. "Contract" means the Contract entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.9. "Contractor" means a person, consultant, firm, company or an organization who undertakes to supply the goods, services or works;
- 1.10. "Contract Price" means the total price agreed at the time of signing the contract payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 1.11. "Corrupt and Fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including, -
  - 1.11.1. "Coercive Practices" 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;
  - 1.11.2. "Collusive Practices" 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;
  - 1.11.3. "Corrupt Practices" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

- 1.11.4. "Fraudulent Practices" 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
- 1.11.5. "Obstructive Practices" 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;
- 1.12. "Cross Debarred" means a bidder debarred by any procuring agency shall be considered as debarred by all the procuring agencies.
- 1.13. "Day" means a calendar day.
- 1.14. "Documentary Evidence" means copies of Notification of Award/Contract /Audited Financial Statements Authorization Certificate/Curriculum Vitae and or any other documents required to evaluate bid.
- 1.15. "GCC" means the General Conditions of Contract contained in this section.
- 1.16. "Goods" means all of the equipment, machinery, software and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
- 1.17. "Government" means the Federal Government of Islamic Republic of Pakistan.
- 1.18. "In writing" means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.
- 1.19. "Installation and Operational Acceptance" where applicable means the Installation and Acceptance of a product defined as in SCC.
- 1.20. "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.
- 1.21. "Islamic Republic of Pakistan" is the country named in SCC.
- 1.22. "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.
- 1.23. "Method of Procurement" means bidding method adopted for this procurement under PPR- 2004. [stated in BDS]
- 1.24. "OEM" means Original Equipment Manufacturer.
- 1.25. "Project Site" where applicable, means the place or places named in SCC.
- 1.26. "Purchaser" means the State Bank of Pakistan, purchasing Goods and Services, as named in SCC.
- 1.27. "SCC" means the Special Conditions of Contract.

	<p>1.28. “Services” means 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 Supplier covered under the Contract.</p> <p>1.29. “State Bank” means the State Bank of Pakistan established under SBP Act 1956.</p> <p>1.30. “Subsystem” – is a subset of the components of the project grouped for a project site(s) or for a particular category/type of supplies.</p> <p>1.31. “Service Provider” means the individual, entity or firm supplying the Goods and Services under this Contract.</p> <p>1.32. “System” – is the set of all the components of the project.</p>
<p><b>2. Independent Contractor Status</b></p>	<p>2.1 The parties agree that this Contract creates an independent contractor relationship, not an employment relationship.</p> <p>2.2 The Supplier acknowledges and agrees that the Purchaser will not provide the Supplier or its personnel with any remuneration, employee benefits, health insurance and that income tax / withholding tax Supplier’s responsibility. The Supplier shall ensure all applicable laws are strictly followed.</p>
<p><b>3. Country of Origin</b></p>	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries, territories and eligible source countries as defined under the rules, laws statutes or relevant instructions of the 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 Supplier.</p>
<p><b>4. Standards</b></p>	<p>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’ and services’ country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<p><b>5. Use of Contract Documents and Information; Inspection and Audit by the Purchaser</b></p>	<p>5.1 The Supplier 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 All documents, 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 Supplier’s performance under the Contract if so required by the Purchaser.</p>

	<p>5.3 The Supplier shall permit the Purchaser to inspect the Bidders accounts and records relating to the performance of the Bidders and to have them audited by auditors appointed by the Bidder, if so required.</p>
<b>6. Patent Rights</b>	<p>6.1 The Supplier 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>
<b>7. Performance Guarantee</b>	<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 Supplier'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;</p> <p>7.4 The Performance Guarantee will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p> <p>7.5 No payment shall be made in case of the expiry of Performance Guarantee</p>
<b>8. Inspections and Tests</b>	<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 Supplier 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 Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>8.4 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>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p> <p>8.6 - Appropriate tests and verifications may be carried out by the Purchaser to ensure the consistency of product with conditions laid down in bidding documents.</p>
<b>9. Packing</b>	<p>9.1 The Supplier 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</p>

	appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
<b>10. Delivery and Documents</b>	10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
<b>11. Insurance</b>	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 Supplier's responsibility.
<b>12. Transportation</b>	12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Islamic Republic of Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
<b>13. Incidental Services</b>	<p>13.1 The Supplier 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"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>13.2 Prices charged by the Supplier 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 Supplier for similar services.</p>
<b>14. Spare Parts (if required)</b>	<p>14.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts / accessories as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> </ul> </li> </ul>

	(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
<b>15. Warranty</b>	<p>15.1 The Supplier 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 Supplier 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 Supplier, 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 SCC 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 Supplier 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 supplier will clearly identify the respective warranty periods against all such products in its proposal.</p> <p>15.4 However, if the Supplier 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 supplier 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 Supplier, 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 Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and 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 Supplier.</p> <p>16.4 The currency of payment is Pak. Rupees.</p>
<b>17. Prices</b>	Contract Prices charged by the Supplier for Goods delivered and Services performed under 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 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.
<b>18. Change Orders</b>	18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

	<p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured, customized for the Purchaser;</p> <p>(b) the method of shipment or packing;</p> <p>(c) quantities of goods</p> <p>(d) the place of delivery; and/or</p> <p>(e) the Services to be provided by the Supplier.</p> <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>19. Contract Amendments</b>	Subject to GCC Clause 18, no variation in or modification in the terms of the Contract shall be made except by written amendment signed by the parties.
<b>20. Assignment</b>	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
<b>21. Subcontracts</b>	<p>21.1 The Supplier 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 Supplier from any liability or obligation under the Contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
<b>22. Delays in the Supplier's Performance</b>	<p>22.1 Delivery of the Goods and performance of Services shall be made by the Supplier 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 Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier 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 Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
<b>23. Liquidated Damages</b>	Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to 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.

<p><b>24. Termination for Default</b></p>	<p>24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <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, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p><b>25. Force Majeure</b></p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier 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 Supplier and not involving the Supplier’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 Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p><b>26. Termination for Convenience</b></p>	<p>26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>

<b>27. Dispute Resolution</b>	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 arbitration in accordance with the Pakistan Arbitration Act, 1940.
<b>28. Governing Language</b>	The Contract shall be written in the English language, therefore all correspondence and other documents pertaining to the Contract which are exchanged between the parties shall be written in the same language.
<b>29. Indemnity</b>	The Supplier agrees to indemnify the Purchaser and hold it harmless against all liabilities, including cost of litigation, for anything done or omitted to be done by the Supplier in the execution of this Contract.
<b>30. Relationship of Parties</b>	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.
<b>31. Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
<b>32. Notices</b>	<p>32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing, email or registered post and confirmed in writing at the other party's address specified in SCC.</p> <p>32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>33. Taxes and Duties</b>	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
<b>34. Overriding effect of Public Procurement Rules 2004</b>	In case of conflict, the provisions of PPR 2004 shall have an overriding effect notwithstanding anything to the contrary contained in the bidding documents.
<b>35. Effectiveness of Contract and Commencement of Services</b>	<p>35.1 This Contract shall come into effect on the date it is signed by both the parties or such other date as may be stated in the SCC.</p> <p>35.2 The Supplier shall start carrying out the Services from the date the Contract becomes effective, or on such other date as may be specified in the SCC.</p> <p>35.3 Unless terminated earlier, the Supplier shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Supplier does not complete the activities on the Intended Completion Date, it shall 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>

## 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.

<b>SCC 1.</b>	<b>Definitions</b>	GCC Clause 1
	1.1. "The Contract" is " <b>Renewal of Support Services for VMware Products</b> "	
	1.2. "The Contract Price" is [contract price in words and figures]	
	1.7. "The Purchaser" is <b>the State Bank of Pakistan</b>	
	1.9. "The Service Provider" is [Name of Bidding Entity]	
<b>SCC 2.</b>	<b>Performance Guarantee</b>	GCC Clause 7.1
	<b>Not Required</b>	
<b>SCC 3.</b>	<b>Effectiveness of Contract</b>	GCC Clause 35.1
	The date on which this Contract shall come into effect is _____.	
<b>SCC 4.</b>	<b>Commencement of Services</b>	GCC Clause 35.2
	The Starting Date for the commencement of Services is _____.	
<b>SCC 5.</b>	<b>Intended Completion Date</b>	GCC Clause 35.3
	The Intended Completion Date of Services is _____.	
<b>SCC 6.</b>	<b>Payment</b>	GCC 16
	100% payment shall be made after the activation of required support services from OEM on its support website and confirmation from Technical Team of the Purchaser.	
<b>SCC 7.</b>	<b>Prices</b>	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.	
<b>SCC 8.</b>	<b>Liquidated Damages</b>	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 0.1 percent of the total Contract Price per day after elapsing of applicable timelines mentioned in the SLA.	
	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.	
<b>SCC 9.</b>	<b>Resolution of Disputes</b>	GCC Clause 27

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The dispute resolution mechanism, as enunciated in GCC Clause 27 shall be followed.

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**SCC 10. Applicable Law**

GCC Clause 31

Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

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**SCC 11. Notices**

GCC Clause 32

Purchaser's address for notice purposes:

Director ITD  
Information Technology Department  
6th Floor, Main Building  
State Bank of Pakistan  
I.I. Chundrigar Road, Karachi

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## **Section XI. Appendices (Contract)**

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- Appendix -1 Notification of Award
- Appendix -2 Acceptance Letter
- Appendix-3 Supplier's Representative
- Appendix-4 Technical Specifications
- Appendix-5 Delivery & Implementation Schedule
- Appendix-6 Price Schedule
- Appendix-7 Payment Schedule
- Appendix-8 Supplier Account Form (S2)
- Appendix -9 Performance Guarantee Bank Guarantee) – if required
- Appendix -10 Integrity Pact
- Appendix -11 Sample Forms of the Contract
  - I. Sample Approval Certificate
  - II. Delivery Confirmation Certificate
  - III. Installation Certificate Form
  - IV. Operational Acceptance Certificate Form
- Appendix-12. The Supplier's Bid

## Appendix -1 Notification of Award



**SBP Banking Services Corporation**  
General Services Department  
Head Office

[Ref. No.]

[Date]

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022

Title: Renewal of Support Services for VMware Products

To:

[insert: name and address of Supplier]

**Notification of Award for “Renewal of Support Services for VMware Products”**

Dear Sir or Madam,

It is hereby informed that [Name of Bidding Entity]’s bid for “*Renewal of Support Services for VMware Products*” has been accepted for a sum of [contract price in words and figures].

Please acknowledge with your Letter of Acceptance.

Yours Sincerely

[Procurement Officer]

## Appendix -2 Acceptance Letter

[Ref. No.]

[Date]

IFB No: GSD (PROC-I)/046177/Renewal/VMware/2022

Title: Renewal of Support Services for VMware Products

Supplier: [Name of Bidding Entity]

To:

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

### Letter of Acceptance for “Renewal of Support Services for VMware Products”

Dear Sir,

We hereby Confirm and Accept the Notification of Award (*Insert Ref. No. of NoA*) for “*Renewal of Support Services for VMware Products*” for a sum of [*contract price in words and figures*].

We will submit requisite Performance Guarantee (if required) 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

[Name of Bidding Entity]

Date:

## Appendix-3 Supplier's Representative

No:	GSD (PROC-I)/046177/Renewal/VMware/2022
Title:	Renewal of Support Services for VMware Products
Supplier:	<i>[Name of Bidding Entity]</i>

Supplier's appointed Representatives are:

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

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

## Appendix-4 Technical Specifications

No:	GSD (PROC-I)/046177/Renewal/VMware/2022
Title:	Renewal of Support Services for VMware Products
Supplier:	<i>[Name of Bidding Entity]</i>

To be included at the time of signing of contract

## Appendix-5 Delivery & Implementation Schedule

No:	GSD (PROC-I)/046177/Renewal/VMware/2022
Title:	Renewal of Support Services for VMware Products
Supplier:	<i>[Name of Bidding Entity]</i>

To be included at the time of signing of contract

## Appendix-6 Price Schedule

No:	GSD (PROC-I)/046177/Renewal/VMware/2022
Title:	Renewal of Support Services for VMware Products
Supplier:	<i>[Name of Bidding Entity]</i>

To be included at the time of signing of contract

## Appendix-7 Payment Schedule

No:	GSD (PROC-I)/046177/Renewal/VMware/2022
Title:	Renewal of Support Services for VMware Products
Supplier:	<i>[Name of Bidding Entity]</i>

To be included at the time of signing of contract





**SBP Banking Services Corporation**  
**Supplier Management Module**  
**Supplier Creation Form**

**Annexure-I**

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

## Appendix -9 Performance Guarantee (Bank Guarantee)

No:	GSD (PROC-I)/046177/Renewal/VMware/2022
Title:	Renewal of Support Services for VMware Products
Supplier:	<i>[Name of Bidding Entity]</i>

Date: \_\_\_\_\_

No. \_\_\_\_\_

Amount: \_\_\_\_\_

Validity: \_\_\_\_\_

To:

Director

General Services Department

SBP Banking Services Corporation (HOK)

4<sup>th</sup> Floor BSC House, I.I Chundrigar Road,

Karachi –Pakistan

WHEREAS *[Name of Bidding Entity]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. **GSD (PROC-I)/046177/Renewal/VMware/2022***[reference number of the contract]* to “**Renewal of Support Services for VMware Products**” (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

## Appendix -10 Integrity Pact



### SBP Banking Services Corporation

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

No:	GSD (PROC-I)/046177/Renewal/VMware/2022
Title:	Renewal of Support Services for VMware Products
Supplier:	[Name of Bidding Entity]

[Name of Bidding Entity] 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, [Name of Bidding Entity] 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.

[Name of Bidding Entity] 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.

[Name of Bidding Entity] 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, [Name of Bidding Entity] 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 [Name of Bidding Entity] 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.

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## **Appendix -11 Sample Forms of the Contract**

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- I. Sample Approval Certificate
- II. Delivery Confirmation Certificate
- III. Installation Certificate Form
- IV. Operational Acceptance Certificate Form

## I. Sample Approval Certificate

Date: [insert: date]  
 IFB: GSD (PROC-I)/046177/Renewal/VMware/2022  
 Contract: Renewal of Support Services for VMware Products

To:  
 [insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between [Name of Bidding Entity] and **State Bank of Pakistan** (hereinafter the “Purchaser”) dated [insert: date of Contract], relating to the “**Renewal of Support Services for VMware Products**”, we hereby notify you that the sample of Goods (or parts) have been approved for delivery and installation on the date specified below.

1. Description of the Sample of Goods (or relevant or parts or major component thereof): “**Renewal of Support Services for VMware Products**”
2. Date of Sample Verification: [insert: date]

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

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

in the capacity of: Director ITD or nominee thereof

## II. Delivery Confirmation Certificate

Date: [insert: date]  
 IFB: GSD (PROC-I)/046177/Renewal/VMware/2022  
 Contract: Renewal of Support Services for VMware Products

To:  
 [insert: name and address of Supplier ]

Dear Sir or Madam:

Pursuant to Contract entered into between [Name of Bidding Entity] and **State Bank of Pakistan** (hereinafter the “ Purchaser”) dated [insert: date of Contract], relating to the “**Renewal of Support Services for VMware Products**”, we hereby notify you that the Goods (or parts or major component thereof) was deemed to have been delivered as per the technical requirement and specification of the bidding documents/contrcaton the date specified below.

1. Description of the Goods (or relevant or parts or major component thereof): “**Renewal of Support Services for VMware Products**”
2. Date of Delivery: [insert:date]

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

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

in the capacity of: Director ITD or nominee thereof

### III. Installation Certificate Form

Date: [insert: *date*]  
IFB: GSD (PROC-I)/046177/Renewal/VMware/2022  
Contract: Renewal of Support Services for VMware Products

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

Dear Sir or Madam:

Pursuant to Contract entered into between *[Name of Bidding Entity]* and *State Bank of Pakistan* (hereinafter the "Purchaser") dated *[insert: date of Contract]*, relating to the "**Renewal of Support Services for VMware Products**", we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: "**Renewal of Support Services for VMware Products**")
2. Date of Installation: *[insert: date]*

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

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

in the capacity of: Director ITD or nominee thereof

## IV. Operational Acceptance Certificate Form

Date: [insert: *date*]  
 IFB: GSD (PROC-I)/046177/Renewal/VMware/2022  
 Contract: Renewal of Support Services for VMware Products

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

Dear Sir or Madam:

Pursuant to Contract entered into between [*Name of Bidding Entity*] and *State Bank of Pakistan* (hereinafter the "Purchaser") dated [insert: *date of Contract*], relating to the "*Renewal of Support Services for VMware Products*", we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): "*Renewal of Support Services for VMware Products*"
2. Date of Operational Acceptance: [insert: *date*]

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

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

in the capacity of: Director ITD or nominee thereof

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## **Appendix-12. The Supplier's Bid**

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