

BIDDING DOCUMENTS

FOR

PROCUREMENT OF VIRTUAL PATCHING SOLUTION

SINGLE STAGE: TWO ENVELOPES

Tender ID:



PART-A - BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract. *This Section contains provisions those are to be used without modification(s).*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

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

Section VI - Standard Forms

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

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions those are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Specific general and special conditions. The procuring agency may customize the general conditions of the contract section, in accordance with the requirements.

Section IX - Contract Forms

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

Integrity Pact

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



PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

Bid No.

For

Procurement of Virtual Patching Solution

INVITATION TO BID

Date: _____

1. This Invitation to Bids follows the **Procurement Notice (PN) or Procurement Advertisement (PA) No. -----** of for the subject Project/Procurement which appeared in **[insert media]** vide dated **[insert dates of issue of PN/PA]**.
2. The National Bank of Pakistan (NBP) has reserved the funds for the procurement planned during the financial year **2023**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Procurement of Virtual Patching Solution**.
3. The National Bank of Pakistan (NBP) now invites sealed bids from eligible Suppliers of **Virtual Patching Solution**.
4. The bidding shall be conducted in line with the Single Stage Two Envelope procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
5. All bids must be accompanied by a Bid Security in an acceptable form in the amount of **PKR. 1,500,000/-** or freely convertible currencies in case of foreign Bidders in the format provided in the Bidding Documents.
6. The original bid along with **01** copy, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address **Procurement Division, Logistics, Communications & Marketing Group, National Bank of Pakistan 3rd Floor, Head Office Building, Karachi** at or before **[insert time and date]**. The technical bids will be opened promptly thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the **Procurement Division, Logistics, Communications & Marketing Group, National Bank of Pakistan 3rd Floor, Head Office Building, Karachi**.

**(Divisional Head) Procurement Division,
Logistics, Communications & Marketing Group,
National Bank of Pakistan
3rd Floor, Head Office Building, Karachi
021-99220331, 021-38902647**

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

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| 1 | Scope of Bid | 1.1 | The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS. |
| 2 | Source of Funds | 2.1 | Source of funds is referred in Clause-2 of Invitation for Bids. |
| 3 | Eligible Bidders | 3.1 | A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. (The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPR). |
| | | 3.2 | The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency. |
| | | 3.3 | Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid. |
| | | 3.4 | Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority. |
| | | 3.5 | The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. |
| | | 3.6 | Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process. |

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| | | 3.7 | <p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <p>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>b) have controlling shareholders in common; or</p> <p>c) receive or have received any direct or indirect subsidy from any of them; or</p> <p>d) have the same legal representative for purposes of this Bid; or</p> <p>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</p> <p>f) Submit more than one Bid in this Bidding process.</p> |
| | | 3.8 | <p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p> |
| | | 3.9 | <p>Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p> |
| | | 3.10 | <p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.</p> |
| | | 3.11 | <p>Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.</p> |
| 4 | Eligible Goods and Related Services | 4.1 | <p>All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.</p> |
| | | 4.2 | <p>For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic</p> |

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| | | | characteristics from its imported components or the place from where the related services are/to be supplied. |
| | | 4.3 | The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods. |
| | | 4.4 | To establish the eligibility of the Goods and the related services, Bidders shall fill the country-of-origin declarations included in the Form of Bid |
| | | 4.5 | If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid. |
| 5 | One Bid per Bidder | 5.1 | A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement. |
| | | 5.2 | No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process. |
| | | 5.3 | A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process. |
| 6 | Cost of Bidding | 6.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. BIDDING DOCUMENTS

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| 7 | Contents of Bidding Documents | 7.1 | The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I - Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms |
| | | 7.2 | The number of copies to be completed and returned with the Bid is specified in the BDS. |
| | | 7.4 | The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms. |
| | | 7.5 | The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid. |
| 8 | Clarification of Bidding Documents | 8.1 | A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS. |

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| | | 8.2 | The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in case of alternate methods of Procurement. |
| | | 8.3 | Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website. |
| | | 8.4 | Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9. |
| | | 8.5 | If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents. |
| | | 8.6 | Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. |
| 9 | 9. Amendment of Bidding Documents | 9.1 | Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda. |
| | | 9.2 | Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline. |
| | | 9.3 | To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline. |

C. PREPARATION OF BIDS

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| 10 | Language of Bid | 10.1 | The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern. |
| 11 | Documents and Sample(s) Constituting the Bid | 11.1 | The Bid prepared by the Bidder shall constitute the following components: <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods; e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS. |
| 12 | | 11.2 | Where a sample(s) is required by a procuring agency, the sample shall be: <ul style="list-style-type: none"> (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of bids; and (d) evaluated to determine compliance with all characteristics listed in the BDS. |
| | | 11.3 | The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)- <ul style="list-style-type: none"> (a) do(es) not conform to all characteristics prescribed in the bidding documents; and (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet. |
| | | 11.4 | Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only. |
| | | 11.5 | Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them |

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| | | 11.6 | All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law). |
| 12 | Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents | 12.1 | Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver. |
| | | 12.2 | The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment. |
| | | 12.3 | The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications c) any other procurement specific documentation requirement as stated in the BDS. |
| | | 12.4 | The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency |
| | | 12.5 | For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. |
| | | 12.6 | The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version. |
| 13 | Documents Establishing Eligibility and Qualification of the Bidder | 13.1 | Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted. |
| | | 13.2 | The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries". |

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| | | 13.3 | <p>The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:</p> <p>a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan;</p> <p>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.</p> <p>c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p> |
| 14 | Form of Bid | 14.1 | The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted. |
| 15 | Bid Prices | 15.1 | The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents. |
| | | 15.2 | All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items. |
| | | 15.3 | <p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <p>a) where there is only one (substantially) responsive bidder, or</p> <p>b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p> |
| | | 15.4 | The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered. |
| | | 15.5 | The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract. |

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| | 15.6 | <p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad):</p> <p>i) the price of the goods quoted EXW (ex-works, ex- factory, ex-warehouse, ex-showroom, or off-the- shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>iii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p> <p>b) For goods offered from abroad:</p> <p>i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. Or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.</p> <p>v) the price of (incidental) services, if any, listed in the BDS.</p> |
| | 15.7 | <p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</p> <p>i) The price of the related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p> |

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| | | 15.8 | Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28. |
| | | 15.9 | If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package. |
| 16 | Bid Currencies | 16.1 | Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS. b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies. |
| | | 16.2 | For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. |
| | | 16.3 | Bidders shall indicate details of their expected foreign currency requirements in the Bid. |
| | | 16.4 | Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1. |
| 17 | Bid Validity Period | 17.1 | Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be. |
| | | 17.2 | Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects |
| | | 17.3 | If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction. |

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| 18 | Bid Security or Bid Securing Declaration | 18.1 | Pursuant to ITB 11, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms). |
| | | 18.2 | The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9. |
| | | 18.3 | The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the BDS |
| | | 18.4 | The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission. |
| | | 18.5 | The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked. |
| | | 18.6 | Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 28. |
| | | 18.7 | Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted. |
| | | 18.8 | The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. |

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| | | 18.9 | <p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii) does not accept the correction of errors pursuant to ITB 30.3; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with ITB 41; or ii) to furnish performance security (or guarantee) in accordance with ITB 42</p> |
| 19 | Alternative Bids by Bidders | 19.1 | Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, ITB 19.2 shall prevail. |
| | | 19.2 | When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods. |
| | | 19.3 | If so allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency. |
| 20 | Withdrawal, Substitution, and Modification of Bids | 20.1 | Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice. |
| | | 20.2 | Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders. |
| 21 | Format and Signing of Bid | 21.1 | The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal. |
| | | 21.2 | The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid |
| | | 21.3 | Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder. |

D. SUBMISSION OF BIDS

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| 22 | Sealing and Marking of Bids | 22.1 | <p>in case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.</p> <p>Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</p> |
| | | 22.2 | <p>The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring Agency at the address given in the BDS; and</p> <p>b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.</p> |
| | | 22.3 | <p>In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <p>a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.</p> |
| | | 22.4 | <p>The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring Agency at the address provided in the Bidding Data;</p> <p>b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to ITB 23.1.</p> <p>c) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.24</p> <p>If all envelopes are not sealed and marked as required by ITB 22.2 , ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.</p> |
| 23 | Deadline for | 23.1 | Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS. |
| | Submission of Bids | 23.2 | The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights |

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| | | | and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline. |
| | | 24.1 | The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. |
| | | 24.2 | Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder. |
| 25 | Withdrawal of Bids | 25.1 | A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids. |
| | | 25.2 | Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22. |

E. OPENING AND EVALUATION OF BIDS

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| 26 | Opening of Bids | 26.1 | The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance. |
| | | 26.2 | First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. |
| | | 26.3 | Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening |
| | | 26.4 | Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date |
| | | 26.5 | Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee. |

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| | | 26.6 | In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening. |
| | | 26.7 | The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate. |
| | | 26.8 | Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further. |
| | | 26.9 | Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un- read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid. |
| | | 26.10 | No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24. |
| | | 26.11 | The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration. |
| | | 26.12 | The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders. |
| | | 26.13 | A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request. |
| | | 26.14 | In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances. |
| 27 | Confidentiality | 27.1 | Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report. |
| | | 27.2 | Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid. |
| | | 27.3 | Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication. |

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| 28 | Clarification of Bids | 28.1 | <p>To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31.</p> |
| | | 28.2 | <p>The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:</p> <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder |
| | | 28.3 | <p>From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.</p> |
| 29 | Preliminary Examination of Bids | 29.1 | <p>Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p> |
| | | 29.2 | <p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. |
| | | 29.3 | <p>The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected</p> |

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| | | 29.4 | <p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</p> <p>(a) Submit the number of copies of signed bids required by the invitation;</p> <p>(b) Furnish required information concerning the number of its employees;</p> <p>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</p> |
| | | 29.5 | <p>Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> |
| | | 29.6 | <p>Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p> |
| | | 29.7 | <p>If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.</p> |
| 30 | Examination of Terms and Conditions; Technical Evaluation | 30.1 | <p>The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p> |
| | | 30.2 | <p>The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.</p> |
| | | 30.3 | <p>If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 29, it shall reject the Bid.</p> |

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| 31 | Correction of Errors | 31.1 | <p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <p>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p> |
| | | 31.2 | <p>The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9.</p> |
| 32 | Conversion to Single Currency | 32.1 | <p>To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.</p> |
| | | 32.2 | <p>The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS.</p> |
| 33 | Evaluation of Bids | 33.1 | <p>The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29.</p> |
| | | 33.2 | <p>In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted</p> |
| | | 33.2 | <p>The Procuring Agency's evaluation of a Bid will take into account:</p> <p>a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</p> |

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| | 33.3 | <p>The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.</p> |
| | 33.4 | <p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5:</p> <p>a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.</p> |
| | 33.5 | <p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p>(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.</p> <p>(b) Delivery schedule.</p> <p>i) The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the BDS, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.</p> <p>Or</p> <p>ii) The goods covered under this invitation are required to be delivered</p> |

(shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

(c) Deviation in payment schedule.

i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

Or

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

(d) Cost of spare parts

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

Or

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

Or

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

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

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| | | 35.2 | <p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <p>i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or</p> <p>ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods:</p> <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p> |
| 36 | Post-qualification of Bidder and/or Abnormally Low Financial Proposal | 36.1 | <p>After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p> |
| | | 36.2 | <p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <p>(a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract</p> <p>(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</p> <p>(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> |

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| | | | <p>Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p> |
| | | 36.3 | <p>The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.</p> |
| | | 36.4 | <p>The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.</p> |
| | | 36.5 | <p>Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p> |
| | | 36.6 | <p>An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily</p> |

F. AWARD OF CONTRACT

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| 37 | Criteria of Award | 37.1 | <p>Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <p>a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; c) Successful negotiations have been concluded, if any.</p> |
| 38 | Negotiations | 38.1 | <p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <p>(a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p> |
| | | 38.2 | <p>Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.</p> |
| 39 | Procuring Agency's Right to reject All Bids | 39.1 | <p>Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.</p> |
| | | 39.2 | <p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p> |
| | | 39.3 | <p>The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds</p> |
| 40 | Procuring Agency's Right to Vary Quantities at the Time of Award | 40.1 | <p>The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.</p> |
| 41 | Notification of Award | 41.1 | <p>Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids</p> |
| | | 41.2 | <p>Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of</p> |

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| | | | works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price). |
| | | 41.3 | The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2. |
| | | 41.4 | Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7. |
| 42 | Signing of Contract | 42.1 | Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. |
| | | 42.2 | Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract. |
| | | 42.3 | Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract. |
| 43 | Performance Security (or Guarantee) | 43.1 | After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract. |
| | | 43.2 | If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan. |
| | | 43.3 | Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids. |
| 44 | Advance Payment | 44.1 | The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2. |

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| | | 44.2 | The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC. |
| 45 | Arbitrator | 45.1 | The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC. |
| 46 | Corrupt & Fraudulent Practices | 46.1 | Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices. |

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

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

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| | | 48.8 | The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. |
| | | 48.9 | The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. |
| | | 48.10 | The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final. |

H. MECHANISM OF BLACKLISTING

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| 49 | Mechanism of Blacklisting | 49.1 | The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration |
| | | 49.2 | The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies |
| | | 49.3 | The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice |
| | | 49.4 | In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed. |
| | | 49.5 | In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing. |
| | | 49.6 | The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed |
| | | 49.7 | The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing. |
| | | 49.8 | The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority |
| | | 49.9 | Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the |

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| | | | procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency. |
| | | 49.10 | The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition |
| | | 49.11 | The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit. |
| | | 49.12 | The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final |

SECTION III: BID DATA SHEET

A. Introduction

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

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
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| 1. | 1.1 | Name of Procuring Agency: National Bank of Pakistan (NBP) The subject of procurement is: Procurement of Virtual Patching Solution Period of Contract: Five Years Period for delivery of goods: Within Twelve (12) to Sixteen (16) Weeks Commencement date for delivery of Goods: Within 30 days after LOA/PO/Contract. |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency: 2023 Name of Project: Procurement of Virtual Patching Solution Name of financing institution: Not Applicable Name and identification number of the Contract: NT/**/***** |
| 3. | 3.1 | Joint Venture applicable: Not Applicable |
| 4. | 3.8 | Ineligible country(s) is or are mentioned in Section-IV of this document |
| 5. | 4.6 | Demonstration of authorization by manufacturer: Manufacturer's Authorization Form is Required. |

B. Bidding Document

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| 6. | 7.2 | The number of documents to be completed and returned is one original and One signed/stamped and certified copy of original |
| 7. | 8.1 | The address for Clarification of Bidding Documents is: Head Procurement Division, Logistics, Communications & Marketing Group, National Bank of Pakistan 3rd Floor, Head Office Building, Karachi. 021-99220331, 021-38902647 |
| 8. | 8.5 | Pre-Bid Meeting is Not Required |

C. Preparation of Bids

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| 9. | 10.1 | The Language of all correspondences and documents related to the Bid is: ENGLISH |
| 10. | 11.1(h) | In addition to the documents stated in ITB 11 , the following documents shall be included with the bid: - a. Affidavit for Bidder's Blacklisting Status b. Declaration of Beneficial Ownership c. NTN/Incorporation Certificate, proof of Active Taxpayer d. Letter of Bid with Technical Proposal |
| 11. | 11.1(h) | Minimum Technical specifications of required equipment/solution are mentioned in Section – V of this document |
| 12. | 12.3(c) | Other procurement specific documents requirement is: a. Soft copy/CD/DVD of the proposal to be submitted along-with the bid |
| 13. | 13.3(b) | The qualification criteria required from Bidders in ITB 13.3(b) is modified, Bidder shall provide the following documents: - a. Manufacturer's Authorization Form b. Annual Audit Reports c. 3 Years' Relevant Experience d. Purchase Order/Completion Certificate of 02 Projects e. Details of 02 Technical Resources f. List of Offices |
| 14. | 15.6 (a) | For goods manufactured from within Pakistan the price quoted shall be in PKR/USD |
| 15. | 15.6 (b) | For goods offered from abroad the price quoted shall be in PKR/USD |
| 16. | 15.8 | The prices shall be fixed |
| 17. | 16.2 | For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency i.e., PKR . The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. |

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| 18. | 17.1 | The Bid Validity period shall be 180 days . |
| 19. | 18.1 | The amount of Bid Security shall be 1,500,000/- . The currency of the Bid Security shall be PKR . |
| 20. | 18.3 | The bid security shall be in the form of Bank Guarantee . Form of Bid Security is provided in Section – VI Standard Form |
| 21. | 19.1 | Alternative Bids will not be permitted |
| 22. | 21.1 | Bidder shall submit One hard copy of the bid, completed in all respects of this bidding document |
| | 21.2 | Written confirmation of authorization are: Letter of authorization to sign contract & submit proposal on behalf of bidding company |

D. Submission of Bids

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| 23. | 22.2(a) | Bid shall be submitted at the below address: Divisional Head Procurement, procurement division, LCMG. Street address: <i>I.I. Chundrigar Road</i> Building/Plot No. <i>NBP Head Office Building</i> Floor/Room No.: <i>3rd Floor</i> City/Town: <i>Karachi</i> |
| 24. | 22.2(b) | Title of the subject Procurement or Project name: Procurement Virtual Patching Solution. ITB title and No: <i>[insert IFB title and number]</i> Time and date for submission: <i>[insert time and date]</i> |
| 25. | 23.1 | The deadline for Bid submission is a) Day: [insert day] b) Date: [insert date] c) Time: [insert time] |

E. Opening and Evaluation of Bids

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| 26. | 26.1 | The Bid opening shall take place at: Street address: <i>I.I. Chundrigar Road, Karachi</i> Building/Plot No.: <i>NBP Head Office Building</i> Floor/Room No: <i>3rd Floor</i> City/Town: <i>Karachi</i> Country: <i>Pakistan</i> Day: [insert day] Date: [insert date] Time: [insert time] |
| 27. | 32.2 | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in |

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| | | <p>various currencies is PKR.</p> <p>The source and date of exchange rate shall be: The selling rate prevailing on the date of opening of the bids intimated by NBP, as notified by the State Bank of Pakistan</p> |
| 28. | 33.5(a) | <p>Inland transportation from EXW/port of entry/border point to NBP Head Office, Karachi and insurance and incidentals. Any cost incurred shall be borne by the vendor.</p> |
| 29. | 33.5(b) | <p>Delivery schedule is mentioned in Section V of this document.</p> |
| | 33.5 (c) | <p>Deviation in Payment Schedule is Not Applicable</p> |
| | 33.5 (f) | <p>Operating and Maintenance Cost: Please refer to Technical Specifications as mentioned in Section – V of this document.</p> |
| 30. | 33.5 (g) | <p>Performance and Productivity of System: Proposed solution shall comply with the required Technical Specifications as mentioned in Section – V of this document.</p> <p>NBP may conduct a post-qualification evaluation exercise for the bidder which is selected as having submitted the lowest evaluated bid. A negative evaluation will result in rejection of the bidder's bid, in which event NBP shall proceed to the next lowest evaluated bidder to make a similar evaluation.</p> |
| 31. | 33.5 (h) | <p>Specific additional criteria to be used in the evaluation and their evaluation method,</p> <ol style="list-style-type: none"> 1. Bidder must submit filled, correct and complete (in all aspects) <u>documents</u> as required in <u>Bidder's Qualification Criteria</u> as mentioned in Section–VI of this document. Failing which its bid will be considered as Technically non-responsive. 2. Bidder's quoted <u>Solution Must Comply</u> with the required <u>minimum Technical Specifications</u> as mentioned in Section–V of this document along-with its support and warranty. Failing which its bid will be considered as Technically non-responsive. 3. If any bidder included proposed solution financial details (i.e. price, cost, etc.) in its TECHNICAL PROPOSAL, its bid will be considered as Technically non-responsive. |

| | | |
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| | | <p>Note: Only the bids complying with above Criteria will be considered as Technically Accepted Bids.</p> <p>4. Financial proposals will be opened of the Technically Accepted Bids Only.</p> <p>5. The financial proposal of bids found technically non-responsive will be returned un-opened to the respective bidders.</p> |
| 32. | 35. | <p>Evaluation Techniques / Criteria:</p> <p>After meeting the requirements of Eligibility (BDS-10), Qualification (BDS-13) and Substantial Responsiveness (BDS-31), the bid in compliance with all the mandatory documents including Technical Specifications (Section-V) and Bidder Qualification Criteria (Section-VI) and having Lowest Evaluated Cost (financial proposal) shall be considered as the Most Advantageous Bid.</p> |

F. Award of Contract

| | | |
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| 33. | 40.1 | Percentage for quantity increase or decrease is 15% . |
| 34. | 43.1 | The Performance Security (Guarantee) shall be 10% of the total quoted amount of the qualified bidder. |
| 35. | 43.2 | The Performance Guarantee shall be in the form of Bank Guarantee |
| 36. | 44.1 | Advance payment is Not Applicable . |
| 37. | 45.1 | Arbitrator shall be appointed by mutual consent of both parties. |

G. Review of Procurement Decisions

| | | |
|-----|------|---|
| 38. | 48.1 | The address of the Procuring Agency is: Procurement Division, Logistics, Communications & Marketing Group, National Bank of Pakistan 3rd Floor, Head Office Building, Karachi |
| 39. | 48.6 | The Address of PPRA to submit a copy of grievance is: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254 |

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL REQUIREMENTS / SPECIFICATION

Delivery Schedule

Bidder is required to submit the Project Timelines in accordance with the Delivery Schedule mentioned below:

| Description | Required delivery from date of Contract Award | Location |
|--|---|--------------------------|
| Project Initiation Phase (Identifying Scope of Work) | Within 30 Days after LOA/PO | NBP Head Office, Karachi |
| Delivery of the software licenses as per Section V – Technical Specifications. | Within Twelve (12) to Sixteen (16) Weeks. | |
| UAT date of the complete solution. | Within Fifteen (15) Days after delivery of required licenses | |
| Installation & deployment of the complete solution as per the scope agreed in contract. | Within three (03) to four (04) months after the delivery of software licenses | |
| Go-Live date of the complete solution. | Within Fifteen (15) Days after the deployment of license solution. | |
| Customized onsite expert level training at officially authorized training partners through principal certified trainer for at least 04 resources of the proposed solution leading to certifications. | As and when required as per Technical Specifications. | |
| Subscription, renewal of license and support for the complete solution. | 5 Years (From the date of Go-Live) | |

Technical Specifications

1. Scope of the Project and Requirements:

NBP intends to procure **Virtual Patching Solution** for its operations at NBP Head Office Karachi for 5 years.

Virtual patching is a security management platform designed to provide advanced threat protection for physical, virtual, and cloud environments. The scope of this project is to deploy, configure, and optimize virtual patching to provide comprehensive security coverage for the client's infrastructure. Virtual patching is a security technique used to provide temporary or immediate protection against vulnerabilities in software systems until an official patch can be deployed. When selecting a virtual patching solution, the following key features should be considered:

Coverage: The virtual patching solution should be able to cover a wide range of software vulnerabilities, including those that are known and unknown. The solution should also be able to detect and protect against zero-day vulnerabilities.

Accuracy: The virtual patching solution should accurately identify and mitigate vulnerabilities without causing false positives or false negatives. The solution should also be able to identify and block attacks that exploit the vulnerability.

Capability: The virtual patching solution should be able to provide immediate protection against vulnerabilities, as attackers may try to exploit them as soon as they are discovered.

Customizability: The virtual patching solution should allow for customization of the rules and policies used to detect and mitigate vulnerabilities. This is important to ensure that the solution does not interfere with legitimate traffic or cause performance issues.

Ease of deployment: The virtual patching solution should be easy to deploy and manage, without requiring significant changes to the underlying infrastructure or applications.

Reporting and alerting: The virtual patching solution should provide detailed reporting and alerting capabilities to help security teams quickly identify and respond to attacks or vulnerabilities.

Operating systems: Virtual patching solutions can be used to protect operating systems such as Windows, Linux, and Unix from security vulnerabilities. This can include vulnerabilities in the operating system kernel, drivers, and other components.

Web applications: Virtual patching solutions can be used to protect web applications such as e-commerce sites, online banking portals, and other web-based applications from vulnerabilities in web servers, application servers, and other components.

Databases: Virtual patching solutions can be used to protect databases such as Oracle, Microsoft SQL Server, and MySQL from vulnerabilities in database servers and related components.

Overall, a good virtual patching solution should provide comprehensive and accurate protection against vulnerabilities, while minimizing the impact on the performance and usability of the software system.

1.1. Delivery:

Delivery will be considered accomplished when Virtual Patching Solution licenses will be delivered at purchaser's site.

1.2. Installation:

Installation will be considered accomplished when Virtual Patching Solution will be installed and deployed at purchaser's site.

1.3. Accessories:

Bidder will provide all other related accessories including software or licenses/subscriptions which are necessary for the proper and smooth working of complete solution.

1.4. Operational Acceptance:

Operational Acceptance means that the offered solution has been installed, configured, and operational after testing in accordance with the standard procedure provided by the OEM.

During the course of the project until the operational acceptance of the installation is signed off, the solution should remain covered under warranty without any additional cost to the purchaser.

1.5. Training and Documentation:

The bidder will provide formal hands-on training and documentation to all the relevant personnel at no additional cost to the purchaser.

1.6. Professional Implementation Services:

Bidder along with Principal will provide the complete deployment, implementation and support of the proposed solution with NBP Team.

Bidder should provide "Professional Implementation Services" with proven methodology from its Principal for the implementation of the proposed solution.

Bidder is required to submit the following items in accordance with the following requirements:

| Technical Requirements/Specifications | |
|--|---|
| A | Virtual Patching Solution - QUANTITY – 500 |
| 1 | The solution must provide single platform for complete server protection over physical, virtual and cloud environment |
| 2 | The proposed solution must be on-premises and have capability to host on Windows VM |
| 3 | The proposed solution must have support for all the latest OS upgraded versions of MS Windows, Linux, AIX (or equivalent). |
| 4 | The proposed solution must have support for all legacy OS of MS Windows, Linux, AIX (or equivalent). |
| 5 | Provides layered defense against advanced attacks and virtual defense layer against vulnerabilities on OS level. |
| 6 | The proposed solution must provide protection against vulnerabilities on MS Windows, Linux, AIX and all equivalent. |
| 7 | The proposed solution must show vulnerabilities being protected with relevant CVE and CVSS score. |
| 8 | The solution must provide capability to apply vulnerability protection in detection only and protection mode. |
| 9 | The proposed solution must provide zero-day protection for known vulnerabilities for which patches have yet to be issued. |
| 10 | Solution must have capability to scan and show critical vulnerabilities on system and provide capability to select particular vulnerabilities for protection. |
| 11 | The proposed solution must provide vulnerabilities list for third-party applications that is being protected. |
| 12 | They should have the capability to furnish a virtual fix for the WebSphere Application Server vulnerabilities. |
| 13 | Should be able to provide vulnerability protection against MS Exchange and other email servers and list of protected vulnerability must be available. |
| 14 | Should be able to identify use of PSEXEC tool through SMB share. |
| 15 | Should be able to detect and alert if executable file is being uploaded on a SMB share. |
| 16 | Should be able to detect and alert batch file upload on network share. |
| 17 | The proposed solution should be able to identify and alert on suspicious remote desktop protocol (RDP) brute force attempt. |
| 18 | The proposed solution should be able to detect OneDrive, Dropbox, BOX traffic. |
| 19 | Should be able to detect download of a file over FTP. |
| 20 | The proposed solution must provide IPS feature on MS Windows, Linux and AIX. |
| 21 | The proposed solution must be able to alert when log file is cleared (e.g. MS Windows Event Logs). |
| 22 | The proposed solution must be able to detect PowerShell command execution. |
| 23 | The solution should be able to detect ftp events on AIX. |
| 24 | The solution should be able to detect ftp event on MS Windows. |
| 25 | The solution should be able to detect hosts file modification on MS Windows. |
| 26 | The solution should be able to detect file attribute changes in /usr/bin and /user/sbin on Unix. |

| | |
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| 27 | The solution should be able to detect change in the attribute Permissions of any log file under /var/log path |
| 28 | The solution should be able to detect file attribute changes in /usr/bin and /user/sbin on Unix. |
| 29 | The solution should be able to detect installation of root certificate. |
| 30 | The solution should be able to detect removable devices on Linux. |
| 31 | The solution should be able to detect when task scheduler entries are modified. |
| 32 | The solution should be able to provide lock-down ability (to block all new executable) if needed on Linux. |
| 33 | The solution must be able to monitor critical operating system and application files, such as directories, registry keys and values, to detect and report malicious and unexpected changes in real-time |
| 34 | The solution must provide hypervisor integrity monitoring, extend security and compliance of virtualized systems to hypervisor. |
| 35 | The solution should be able to list down the vulnerabilities being protected with relevant CVE and CVSS score. |
| 36 | The solution should be able to provide a mechanism to block suspicious web traffic. |
| 37 | The solution should be able to provide a way to block suspicious list of hashes on Linux. |
| 38 | Solution should support detailed reporting and analytics to support monitor and analyze system's security status |
| 39 | should be accurate in identifying and blocking potential security threats without affecting the performance of the application |
| 40 | Virtual patch solution should be able to automate the patching process to minimize the time and effort required to apply patches |
| B Implementation Services | |
| 1 | Complete Installation and Implementation services for the proposed solution. |
| C Other Requirements | |
| 1 | The proposed solution should be able to integrate with 3rd party VAPT tools e.g., Nexpose / Nipper / Nessus or equivalent for identifying the security gaps/vulnerabilities for Information Security compliance. |
| 2 | Bidder must ensure to provide timely patches of known vulnerabilities, release software and security patches in regular intervals. |
| 3 | Bidder must ensure that proposed solution should provision of OEM's secure configuration guide. |
| 4 | Proposed solution must be certified by 3rd party certifications from ISO/SOC-2/PCI/NSS Labs or equivalent. |
| D Renewal & Service Level Agreement (For 5 Years) | |
| 1 | 5 Years subscription renewal and support for the complete solution. |
| 2 | Software support must be provided by OEM Throughout the contracted period. |
| E Expert level Training (For 04 Resources) | |
| 1 | Customized onsite expert level training from Principal authorized training partners for at least 04 resources of the proposed solution leading to certifications. |

SECTION VI: STANDARD FORMS

Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

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

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

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]

RFB No.: [*insert number of Bidding process*]

Request for Bid No.: [*insert identification*]

Alternative No.: [*insert identification No if this is a Bid for an alternative*]

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

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency’s country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: The virtual patching is a security management platform designed to provide advanced threat protection for physical, virtual, and cloud environments. The scope of this project is to deploy, configure, and optimize the virtual patching to provide comprehensive security coverage for the client’s infrastructure. Virtual patching is a security technique used to provide temporary or immediate protection against vulnerabilities in software systems until an official patch can be deployed.
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline

- specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
 - (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
 - (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
 - (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of];*
 - (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
 - (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
 - (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

9.

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

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

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

| | | | | | | | |
|--|--|--|---|--|--|--|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | Total number of shares taken (in figures and words) | | | | |

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

Name & signature

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

Bidder's Qualification Criteria

Bidder must submit filled, correct and complete (in all aspects) documents as required below in Bidder's Qualification Criteria. Failing which its bid will be considered as Technically Non-Responsive.

1. For all bidder's requirements against which Bidder is responding "Y", bidders are required to provide Documentation with proper reference (Section No/ Page No) in the proposal against all requirements. It is mandatory to provide proper reference of document.
2. Bids will be considered **Non-Responsive** if bidder's response with 'N' / 'No' or incomplete response against any of the below criteria.
3. NBP will only raise clarification queries against requirements where reference is provided, and further clarification is required. In case no reference is provided, and documents are not available in the submitted proposal, NBP may not raise any clarification query and response will be considered as NIL, which may lead to disqualification, if mentioned in the criteria.
4. All bidders are required to affix their company's stamp/signature on each page of the submitted Bidder's Qualification Criteria. All bidders are required to submit the proposals with proper page numbering.

| Bidder's Qualification Criteria | | | |
|---------------------------------|--|-------------------------------------|---|
| # | Requirements | Availability Response (Yes / No) | Bidder Response and/or proposal Reference (Section/Page No.) |
| 1 | <p>The Bidder should be a registered entity in Pakistan in the form of Public Ltd/Private Ltd or any other form permissible under Legal system of Pakistan and should be in business for a tenure of at least five (05) years. Relevant proof of existence (Certificate of Incorporation, Memorandum of Association, Certificate of commencement of business, Extract from the Register of Firms maintained by the Registrar etc. confirming the incorporation of the commercial entity or other relevant documents where applicable depending on the type of entity as mentioned above) shall be provided with valid tax payment documentation (FBR, Sales Tax Returns, NTN individual, NTN Company, Provincial Tax) whichever is applicable depending on type of organization (Public Ltd/Private Ltd/Partnership firm or any other form permissible under Pakistan Law). The Bidder should also be a registered taxpayer, enrolled with concerned tax authorities and enlisted on the active tax payer list of FBR's. The Bidder must submit copies of Tax returns /proof of payment of tax (FBR, Sales Tax Returns, NTN Company, Provincial Tax etc.) for last 5 years.</p> <p><u>(Documentation Proof required must be provided in the proposal with proper reference (page No) in the proposal)</u></p> | | |

| | | | |
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| 2 | The Bidder should have office/presence in three major cities of Pakistan (Karachi, Islamabad & Lahore) along with technical resources and support should be provided in all major cities in Pakistan. <u>(Documentation Proof must be provided with proper reference (page No) in the proposal)</u> | | |
| 3 | Bidder should possess at least 03 years' experience in the field of providing Virtual Patching solutions and services and support for the similar proposed solution to different reputed organizations in Pakistan. <u>(Documentation proof like Purchase order/ work orders/ LOI/ customer reference/ or equivalent etc. must be provided with proper reference (page No) in the proposal)</u> | | |
| 4 | Proposed bidder should have top level partnership with the principal of proposed product. <u>(Documentation Proof must be provided with proper reference (page No) in the proposal)</u> | | |
| 5 | Bidder should provide at least two (02) successful deployments of Virtual Patching by OEM / Partner in financial/telecom/public sector in Pakistan of similar nature along with reference letters/purchase/work orders from the customers where the solution is deployed. <u>(Documentation proof like Purchase order/ work orders/ LOI/ customer reference/ or equivalent etc. must be provided with proper reference (page No) in the proposal)</u> <u>Bidder to arrange reference from OEM.</u> | | |
| 6 | The Bidder should provide audited Profit & Loss (Income Statement) showing Sale volume/ Revenue of company of at least Rs. 75 Million aggregated in last 3 years. In case if audited statement is not available for last year then Bidder should provide letter from company's CFO or senior management staff confirming that Sale Volume / Revenue of company is at least Rs. 75 Million aggregated in last 3 years. <u>(Documentation proof must be provided with proper reference (page No) in the proposal)</u> | | |
| 7 | The Bidder should provide an undertaking on non-judicial stamp paper stating that "the bidder's company is not blacklisted by any Government entity in Pakistan for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices and also not involved in lawsuits in this regard either current or pending." <u>(The undertaking on legal paper provided by the bidder must cover all points mentioned in the statement above)</u> | | |
| 8 | Bidder must have Direct Partnership with the principal supplier and also must provide signed and stamped "Manufacturer Authorization Form" and Partnership Certificate from principal supplier as per the requirements (guarantee, warranty and maintenance etc.) stated in the specimen attached in Annexure - VI Standard Bidding Document. | | |
| 9 | Bidder must have at least two (02) expert level resources of proposed products for Virtual Patching Solution . Acknowledgement to be shared with CVs. <u>(Documentation proof must be provided with proper reference (page No) in the proposal)</u> | | |
| 11 | Bidder should provide soft copy of the technical proposal excluding any financials of the proposal (Softcopy required in CD/DVD/USB) of all submitted documents, bidder must ensure in serial page numbering and proper reference page number using an index. | | |

| | | | |
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| | <p><i>(Documentation must be provided with proper reference (page No) in the proposal)</i></p> <p>Bidder should provide URLs of the Datasheets of the proposed solution with complete documentation against all technical requirements in Annexure-V - Technical Specifications.</p> <p><i>(Bidder to provide acknowledgment/ undertaking for this requirement)</i></p> | | |
| 12 | <p>Bidder is required to provide confirmation letter from Principal on Principal's letter head, that incase bidder fails to provide any level of support and maintenance during the contract period, Principal will be responsible to provide software related support during the contract period.</p> <p><i>(Letter from Principal with recent date on its letterhead must be provided with proper reference (page No) in the proposal)</i></p> | | |
| 13 | <p>Bidder shall provide Declaration of Ultimate Beneficial Owners Information Form as per specimen given in Section-VI of this document. Failing which its bid will not be considered.</p> | | |

Technical Compliance

Bidder's shall quote the solution that comply with the required minimum Technical Specifications along-with its implementation, support and warranty, as any alternate or additional solution will not be considered for evaluation and its bid will be considered as Technically Non-Responsive.

1. For all bidder's requirements against which Bidder is responding "Y", all bidders are required to provide Documentation with proper reference (Section No/ Page No) in the proposal against all requirements. It is mandatory to provide proper reference of document.
2. Bids will be considered Non-Responsive if bidder's response with 'N' / 'No' or incomplete response against any of the below criteria.
3. NBP will only raise clarification queries against requirements where reference is provided, and further clarification is required. Incase no reference is provided, and documents are not available in the submitted proposal, NBP may not raise any clarification query and response will be considered as NIL, which may lead to disqualification.
4. All bidders are required to affix their company's stamp/signature on each page of the submitted Technical Specifications.

| Technical Requirement/Specifications | | | | |
|--------------------------------------|--|-----------------------------|--|------------------------|
| A | Virtual Patching License - QUANTITY – 500 | Availability Response (Y/N) | Bidder Response and/or proposal Reference (Section/Page No.) | Bidders Quoted Product |
| 1 | The solution must provide single platform for complete server protection over physical, virtual and cloud environment | | | |
| 2 | The proposed solution must have support for all the latest OS upgraded versions of MS Windows, Linux, AIX (or equivalent). | | | |
| 3 | The proposed solution must have support for all legacy OS of MS Windows, Linux, AIX (or equivalent). | | | |
| 4 | Provides layered defense against advanced attacks and virtual defense layer against vulnerabilities on OS level and application level. | | | |
| 5 | The proposed solution must provide protection against vulnerabilities on MS Windows, Linux, AIX and all equivalent. | | | |
| 6 | The proposed solution must show vulnerabilities being protected with relevant CVE and CVSS score. | | | |
| 7 | The solution must provide capability to apply vulnerability protection in detection only and protection mode. | | | |

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| 8 | The proposed solution must provide zero-day protection for known vulnerabilities for which patches have yet to be issued. | | | |
| 9 | Solution must have capability to scan and show critical vulnerabilities on system and provide capability to select particular vulnerabilities for protection. | | | |
| 10 | The proposed solution must provide vulnerabilities list for third-party applications that is being protected. | | | |
| 11 | They should have the capability to furnish a virtual fix for the WebSphere Application Server vulnerabilities. | | | |
| 12 | Should be able to provide vulnerability protection against MS Exchange and other email servers and list of protected vulnerability must be available. | | | |
| 13 | Should be able to identify use of PSEXEC tool through SMB share. | | | |
| 14 | Should be able to detect and alert if executable file is being uploaded on a SMB share. | | | |
| 15 | Should be able to detect and alert batch file upload on network share. | | | |
| 16 | The proposed solution should be able to identify and alert on suspicious remote desktop protocol (RDP) brute force attempt. | | | |
| 17 | The proposed solution should be able to detect OneDrive, Dropbox, BOX traffic. | | | |
| 18 | Should be able to detect download of a file over FTP. | | | |
| 19 | The proposed solution must provide IPS feature on MS Windows, Linux and AIX. | | | |
| 20 | The proposed solution must be able to alert when log file is cleared (e.g. MS Windows Event Logs). | | | |
| 21 | The proposed solution must be able to detect PowerShell command execution. | | | |
| 22 | The solution should be able to detect ftp events on AIX. | | | |
| 23 | The solution should be able to detect ftp event on MS Windows. | | | |
| 24 | The solution should be able to detect hosts file modification on MS Windows. | | | |
| 25 | The solution should be able to detect file attribute changes in /usr/bin and /user/sbin on Unix. | | | |
| 26 | The solution should be able to detect change in the attribute Permissions of any log file under /var/log path | | | |
| 27 | The solution should be able to detect file attribute changes in /usr/bin and /user/sbin on Unix. | | | |
| 28 | The solution should be able to detect installation of root certificate. | | | |
| 29 | The solution should be able to detect removable devices on MS Windows and Linux. | | | |
| 30 | The solution should be able to detect when task scheduler entries are modified. | | | |
| 31 | The solution should be able to provide lock-down ability (to block all new executable) if needed on Linux. | | | |

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|----|---|--|--|--|
| 32 | The solution must be able to monitor critical operating system and application files, such as directories, registry keys and values, to detect and report malicious and unexpected changes in real-time | | | |
| 33 | The solution must provide hypervisor integrity monitoring, extend security and compliance of virtualized systems to hypervisor. | | | |
| 34 | The solution should be able to list down the vulnerabilities being protected with relevant CVE and CVSS score. | | | |
| 35 | The solution should be able to provide a mechanism to block suspicious web traffic. | | | |
| 36 | The solution should be able to provide a way to block suspicious list of hashes on Linux. | | | |
| 37 | Solution should support detailed reporting and analytics to support monitor and analyze system's security status | | | |
| 38 | | | | |

| B | Implementation Services | Availability Response (Y/N) | Bidder Response and/or proposal Reference (Section/Page No.) | Bidders Quoted Product |
|---|--|-----------------------------|--|------------------------|
| 1 | Complete Installation and Implementation services for the proposed solution. | | | |

| C | Other Requirements | Availability Response (Y/N) | Bidder Response and/or proposal Reference (Section/Page No.) | Bidders Quoted Product |
|---|--|-----------------------------|--|------------------------|
| 1 | The proposed solution should be able to integrate with 3rd party VAPT tools e.g., Nexpose / Nipper / Nessus or equivalent for identifying the security gaps/vulnerabilities for Information Security compliance. | | | |
| 2 | Bidder must ensure to provide timely patches of known vulnerabilities, release software and security patches in regular intervals. | | | |
| 3 | Bidder must ensure that proposed solution should provision of OEM's secure configuration guide. | | | |
| 4 | Proposed solution must be certified by 3rd party certifications from ISO/SOC-2/PCI/NSS Labs or equivalent. | | | |

| D | Renewal & Service Level Agreement | Availability Response (Y/N) | Bidder Response and/or proposal Reference (Section/Page No.) |
|---|--|-----------------------------|--|
| 1 | 5 Years subscription renewal and support for the complete solution. | | |
| 2 | Software support must be provided by OEM Throughout the contracted period. | | |

| E | Expert level Training (For 4 Resources) | Availability Response (Y/N) | Bidder Response and/or proposal Reference (Section/Page No.) |
|---|---|-----------------------------|--|
| 1 | The selected vendor will provide assistance training to NBP personnel for all the components of the solution. The training should at least cover the deployment, configuration, management, upgrade and reporting aspects of all the products/components in solution. | | |

Bidder Information Form

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

Date: [insert date (as day, month, and year) of Bid submission]

No.: [insert number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page _____ of _____
_____ pages

| |
|--|
| 1. Bidder's Name [insert Bidder's legal name] |
| 2. In case of JV, legal name of each member : [insert legal name of each member in JV] |
| 3. Bidder's actual or intended country of registration: [insert actual or intended country of registration] |
| 4. Bidder's year of registration: [insert Bidder's year of registration] |
| 5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration] |
| 6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address] |
| 7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Supplies delivered (*insert period*) years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last (*insert period*) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

| Project name and country | Name of PA and contact person | Type of Supplies provided and year of completion | Value of Contract |
|--------------------------|-------------------------------|--|-------------------|
| (a) | | | |
| (b) | | | |

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

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

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

| Position | Name | Years of experience (general) | Years of experience in proposed position |
|----------|------|-------------------------------|--|
| (a) | | | |
| (b) | | | |

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

| Sections of the Services | Value of Sub-contract | Sub-contractor (name and address) | Experience in providing similar Services |
|--------------------------|-----------------------|-----------------------------------|--|
| (a) | | | |
| (b) | | | |

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

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

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

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

| Other party(ies) | Cause of dispute | Details of litigation award | Amount involved |
|------------------|------------------|-----------------------------|-----------------|
| (a) | | | |
| (b) | | | |

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

1.12 Statement of compliance with the requirements of ITB 3.4.

- 1.13 Proposed Program (service work method and schedule).
Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.11 - 1.12 above shall be provided for each members of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that
- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

- (a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or [delete statement which does not apply]

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form FIN
Financial Situation and Performance

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member Name: *[insert full name]*
 RFB No. and title: *[insert RFB number and title]*
 Page *[insert page number]* of *[insert total number]* pages

1. Financial data

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

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements for the *[number]* years required above; and complying with the requirements.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

RFB No. and title: [insert RFB number and title]

Page [insert page number] of [insert total number] pages

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

* Total PKR equivalent for all years divided by the total number of years.

Manufacturer's Authorization

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

Date: *[insert date (as day, month, and year) of Bid submission]*

No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of product]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Therapeutic Goods offered by the above firm.

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

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

Title: *[insert title]*

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

General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s).

| | | |
|----|---------------------------------------|--------------------------------------|
| 1. | Name of firm | |
| 2. | Head office address | |
| 3. | Telephone | Contact |
| 4. | Fax | Telex |
| 5. | Place of incorporation / registration | Year of incorporation / registration |

| Nationality of beneficial owners along with shares percentage | | | |
|---|------|-------------|------------------|
| | Name | Nationality | Share Percentage |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

To be completed by all owners of partnerships or individually owned firms.

Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture

Use a separate sheet for each contract.

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

Form of Bid Security

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Procuring Agency to insert its name and address]

No.: [Procuring Agency to insert reference number for the Request for Bids]

Alternative No.: [Insert identification No if this is a Bid for an alternative]

Date: [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

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

We have been informed that _____ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

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

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

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

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month, and year)]

No.: [number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [complete name of Procuring Agency]

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

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

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 days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Letter of Bid – Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

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

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month, and year) of Bid submission]*

No.: *[insert number of bidding process]*

Name of Project.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (c) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |
| | | | |
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate “none.”)

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

****** *[insert complete name of person duly authorized to sign the Bid]*

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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



Price Schedule Form

The bidder is required to submit its Financial Proposal as per the following format: -

| S # | Item Description | Quantity | Unit Price | Applicable Taxes | | Total Amount |
|----------|--|-------------------------------------|------------|------------------|------------|--------------|
| | | | | % | Amount (T) | |
| | | Q | C | | | Q x (C+T) |
| 1 | Solution Details and Implementation | | | | | |
| A | Virtual patching licenses | 500 | | | | |
| B | Installation, Configuration & Deployment of complete solution | 01 Job | | | | |
| | Solution Cost | | | | | |
| 2 | Renewal, Support and Maintenance | | | | | |
| A | First Year Renewal of software, license, and subscriptions) with onsite support of proposed solution | 1 st Year (12 Months) | | | | |
| B | Second Year Renewal of software, license, and subscriptions) with onsite support of proposed solution | 2 nd Year (12 Months) | | | | |
| C | Third Year Renewal of software, license, and subscriptions) with onsite support of proposed solution | 3 rd Year (12 Months) | | | | |
| D | Fourth Year Renewal of software, license, and subscriptions) with onsite support of proposed solution | 4 th Year (12 Months) | | | | |
| E | Fifth Year Renewal of software, license, and subscriptions) with onsite support of proposed solution | 5 th Year (12 Months) | | | | |
| 3 | Expert Level Training | | | | | |
| A | Customized onsite expert level training Principal authorized training partners for at least 04 resources of the proposed solution leading to certifications. | 04 | | | | |
| | Total Bid Amount (1+2+3) | | | | | |

Seal & Signature of Bidder: _____

Date: _____



Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

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

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier



SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC)



GENERAL CONDITIONS OF THE CONTRACT (GCC)

| | | | |
|----|--------------------|-----|---|
| 1. | Definitions | 1.1 | The following words and expressions shall have the meanings hereby assigned to them: |
| | | a) | “Authority” means Public Procurement Regulatory Authority. |
| | | b) | The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 45 hereunder. |
| | | c) | The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. |
| | | d) | The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC . |
| | | e) | “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. |
| | | f) | “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC . |
| | | g) | The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. |
| | | h) | “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 5 . |
| | | i) | “Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors |



| | | | |
|--|--|----|--|
| | | | in title to this person, procuring the Goods and related service, as named in SCC . |
| | | j) | “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. |
| | | k) | “GCC” means the General Conditions of Contract contained in this section. |
| | | l) | “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC . |
| | | m) | “Information System,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract |
| | | n) | “SCC” means the Special Conditions of Contract. |
| | | o) | “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC . |
| | | p) | “Project Name” means the name of the project stated in SCC . |
| | | q) | “Day” means calendar day. |
| | | r) | “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government. |
| | | s) | “End User” means the organization(s) where the goods will be used, as named in the SCC . |

| | | | |
|--|--|----|---|
| | | t) | <p>“Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> |
| | | u) | <p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> |
| | | v) | <p>“Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.</p> |
| | | w) | <p>The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p> |



| | | | |
|----|---------------------------------------|-----|--|
| 2. | Application and interpretation | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| | | 2.2 | In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. |
| | | 2.3 | <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract. |
| 3. | Conditions Precedent | 3.1 | <p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee. |
| | | 3.2 | If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect; |

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| | | 3.3 | If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date. |
| 4. | Governing Language | 4.1 | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation. |
| 5. | Applicable Law and Effectiveness of the contract | 5.1 | The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC. |
| | | 5.2 | The Contract shall be effective from the date specified in the SCC, |
| 6. | Country of Origin | 6.1 | The origin of goods and services making information systems may be distinct from the nationality of the Supplier. |
| 7. | Scope of the Information System | 7.1 | Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan |

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| | | 7.2 | The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract. |
| | | 7.3 | The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings |
| 8. | Supplier's Responsibilities | 8.1 | The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. |
| | | 8.2 | The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract |

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| | 8.3 | The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination. |
| | 8.4 | The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract. |
| | 8.5 | The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency. |

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| | | 8.6 | The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor. |
| | | 8.7 | Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country. |
| | | 8.8 | The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors. |
| | | 8.9 | Other Supplier responsibilities, if any, are as stated in the SCC. |
| 9. | Procuring Agency's Responsibility | 9.1 | The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract. |
| | | 9.2 | The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41. |



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| | 9.3 | The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract. |
| | 9.4 | If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain. |
| | 9.5 | In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner. |
| | 9.6 | The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion |



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| | | 9.7 | Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan. |
| | | 9.8 | The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract. |
| | | 9.9 | The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract. |
| | | 9.10 | The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract. |
| | | 9.11 | Other Procuring agency responsibilities, if any, are as stated in the SCC. |
| 10. Prices | | 10.1 | The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |

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| | | 10.2 | Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be. |
| 11. Payment | | 11.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC . |
| | | 11.2 | The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract. |
| | | 11.3 | Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC . |
| | | 11.4 | The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid. |
| | | 11.5 | All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 11.4 |
| 12. Performance Guarantee | | 12.1 | The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | | 12.2 | The Performance Guarantee shall be in one of the following forms: |
| | | a) | A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the |

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| | | | Bidding Documents or another form acceptable to the Procuring Agency; or |
| | | b) | A cashier's or certified check. |
| | | 12.3 | The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC. |
| 13. Taxes and Duties | | 13.1 | A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan. |
| | | 13.2 | If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| | | 13.3 | A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the Procuring Agency. |
| 14. Copy Rights | | 14.1 | The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights. |
| | | 14.2 | The Procuring agency agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials |
| | | 14.3 | The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC |

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| | | 14.5 | As applicable, the Procuring agency's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Procuring agency. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring agency may consider necessary or desirable to perfect the right, title, and interest of the Procuring agency in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring agency, and where permitted by applicable law, ensure that the holder of such a moral right waives it. |
| | | 14.6 | The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are specified in the SCC and in accordance with the SCC |
| 15. | Software License Agreements | 15.1 | Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring agency, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software. Such license to access and use the Software shall: <ul style="list-style-type: none"> (a) be: <ul style="list-style-type: none"> (i) nonexclusive; |



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| | | | <ul style="list-style-type: none"> (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41; (iii) valid throughout the territory of the Procuring agency's Country (or such other territory as specified in the SCC); and (iv) subject to additional restrictions (if any) as specified in the SCC. |
| | | <ul style="list-style-type: none"> b) permit the Software to be: <ul style="list-style-type: none"> (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup; (ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class; (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access; | |



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| | | | <p>(iv) reproduced for safekeeping or backup purposes;</p> <p>(v) customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</p> <p>(vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</p> |
| | | | <p>(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.</p> |
| | | 15.2 | The Standard Software may be subject to audit by the Supplier, in accordance with the terms specified in the SCC , to verify compliance with the above license agreements. |
| 16. | Confidential Information | 16.1 | Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract. |



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| | | <p>16.2 For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.</p> |
| | | <p>16.3 Notwithstanding GCC Clauses 16.1 and 16.2:</p> <ul style="list-style-type: none"> (a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and (b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, <p>in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.</p> |
| | | <p>16.4 The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.</p> |



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| | | 16.5 | <p>The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of the Receiving Party; (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party; (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality. |
| | | 16.6 | <p>The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p> |
| | | 16.7 | <p>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.</p> |
| 17. | Project Plan | 17.1 | <p>In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.</p> |
| | | 17.2 | <p>The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC</p> |
| | | 17.3 | <p>If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35.</p> |



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| | | 17.4 | The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract |
| | | 17.5 | The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements. |
| 18. | Sub-contracting | 18.1 | List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract |
| | | 18.2 | The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause 18.3. |



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

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| | 20.2 | The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms. |
| | 20.3 | Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country. |



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| 21. | Documents | 21.1 | <p>Unless otherwise specified in the SCC, the Supplier will provide the Procuring agency with shipping and other documents, as specified below;</p> <p>(i) For Goods supplied from outside the Procuring agency's Country:</p> <p>Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) usual transportation documents; (c) insurance certificate; (d) certificate(s) of origin; and (e) estimated time and point of arrival in the Procuring agency's Country and at the site. <p>(ii) For Goods supplied locally (i.e., from within the Procuring agency's country):</p> <p>Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount; |
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| | | | <ul style="list-style-type: none"> (b) delivery note, railway receipt, or truck receipt; (c) certificate of insurance; (d) certificate(s) of origin; and (e) estimated time of arrival at the site. |
| | | | <p>(iii) Customs Clearance</p> <ul style="list-style-type: none"> (a) The Procuring agency will bear responsibility for, and cost of, customs clearance into the Procuring agency's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Procuring agency's country in the Price Schedules referred to by Article 2 of the Contract Agreement. (b) At the request of the Procuring agency, the Supplier will make available a representative or agent during the process of customs clearance in the Procuring agency's country for goods supplied from outside the Procuring agency's country. In the event of delays in customs clearance that are not the fault of the Supplier: (c) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 26; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay. |
| 22. | Product Upgrades | 22.1 | At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Procuring agency the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices. |

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| | | 22.2 | At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring agency any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Procuring agency's Country. |
| | | | During performance of the Contract, the Supplier shall offer to the Procuring agency all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Procuring agency's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid. |
| 23. Inspections and Test | | 23.1 | The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes. |
| | | 23.2 | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency. |



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| | | 23.3 | Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency. |
| | | 23.4 | The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin. |
| | | 23.5 | The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected |
| | | 23.6 | If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement. |
| 24. | Installation of the System | 24.1 | As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing |

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| | | <p>24.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p> |
| | | <p>24.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.</p> |



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| 25. Commissioning | 25.1 | <p>Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier:</p> <ul style="list-style-type: none"> (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3. |
| | 25.2 | <p>The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.</p> <p>Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing</p> |



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| 26. | Operational Acceptance Tests | <p>26.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan. At the Procuring agency’s discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p> |
| | | <p>26.2 If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.</p> |

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| 27. | Operational Acceptance | 27.1 | <p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <ul style="list-style-type: none"> a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or c) the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring agency and document such use |
| | | 27.2 | <p>At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.</p> |
| | | 27.3 | <p>After consultation with the Procuring agency, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:</p> <ul style="list-style-type: none"> (a) issue an Operational Acceptance Certificate; or (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises. |

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| | | <p>27.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring agency, and the Procuring agency, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring agency of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The Procuring agency shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p> |
| | | <p>27.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either:</p> <p style="padding-left: 40px;">(a) the Procuring agency may consider terminating the Contract, pursuant to GCC Clause 41;</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring agency to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.</p> |
| | | <p>27.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice</p> |



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| 28. | Partial Acceptance | 28.1 | If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2 |
| | | 28.2 | The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned |
| | | 28.3 | In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring agency or Supplier. |

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| 29. | Warranty/ Defect Liability Period | 29.1 | The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Information System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract. |
| | | 29.2 | This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the SCC . |
| | | 29.3 | The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty. |
| | | 29.4 | Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier |

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| | | 29.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract. |
| 30. | Intellectual Property Rights Indemnity | 30.1 | <p>The Supplier shall indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring agency or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring agency's breach of GCC Clause 30.2. |
| | | 30.2 | Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right. |



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| | | 30.3 | Such indemnities shall also not apply if any claim of infringement: <ul style="list-style-type: none"> (a) is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization; (b) is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or (c) results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier |
| 31. Insurance | | 31.1 | The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC. |
| 32. Limitation of Liability | | 32.1 | Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: <ul style="list-style-type: none"> (a) the Supplier shall not be liable to the Procuring agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and (b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement |



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| 33. | Related Services | 33.1 | The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: |
| | | | a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods; |
| | | | b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; |
| | | | c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; |
| | | | d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |
| | | | e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided. |
| | | 33.2 | Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 34. | Change Orders | 34.1 | The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: |
| | | | a) Drawings, designs, or specifications; |
| | | | b) The method of shipment or packing; |
| | | | c) The place of delivery; and/or |
| | | | d) The Services to be provided by the Supplier. |

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| | | 34.2 | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order. |
| | | 34.3 | Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 35. | Contract Amendments | 35.1 | Subject to GCC Clause 34 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 36. | Assignment | 36.1 | Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party. |
| 37. | Sub-contracts | 37.1 | The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. |
| 38. | Delays in the Supplier's Performance | 38.1 | Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. |



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| | | 38.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
| | | 38.3 | Except as provided under GCC Clause 41 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 39 , unless an extension of time is agreed upon pursuant to GCC Clause 38.2 without the application of liquidated damages. |
| 39. | Liquidated Damages | 39.1 | Subject to GCC Clause 41 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 40 . |



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| 40. | Termination for Default | 40.1 | The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. |
| | | 40.2 | Fundamental breaches of Contract shall include, but shall not be limited to the following: |
| | | a) | the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or |
| | | b) | the Supplier fails to perform any other obligation(s) under the Contract; |
| | | c) | Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; |
| | | d) | the supplier has abandoned or repudiated the contract. |
| | | e) | the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; |
| | | f) | a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment; |
| | | g) | the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and |
| | | h) | if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. |
| | | 40.3 | For the purpose of this clause: |
| | | | "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004. |

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| | | 40.4 | In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. |
| 41. Termination for Force Majeure | | 41.1 | <p>Notwithstanding the provisions of GCC Clauses 38, 39, and 40, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p> |



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| | | 41.2 | If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 42. Termination for Insolvency | | 42.1 | The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency. |
| 43. Termination for Convenience | | 43.1 | The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective. |
| | | 43.2 | The Systems that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect: |
| | | a) | To have any portion completed and delivered at the Contract terms and prices; and / or |
| | | b) | To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and |



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| | | | Services and for materials and parts previously procured by the Supplier. |
| 44. | Transfer of Ownership | 44.1 | With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement. |
| | | 44.2 | Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements |
| | | 44.3 | Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors. |
| 45. | Disputes Resolution | 45.1 | In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties. |
| | | 45.2 | After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties. |
| 46. | Procedure for Disputes Resolution | 46.1 | The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC. |
| | | 46.2 | The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses. |

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| | | 46.3 | The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC. |
| 47. | Replacement of Arbitrator | 47.1 | Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties. |
| 48. | Notices | 48.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC. |
| | | 48.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |



SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)



Special Conditions of Contract (SCC)

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

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| Definitions (GCC 1) | | |
| 1. | 1.1 | The Procuring Agency is: National Bank of Pakistan NBP Head Office Building I.I. Chundrigar Road, Karachi, Pakistan |
| 2. | 1.1(j) | The Supplier is: [<i>The Qualified Bidder</i>] |
| 3. | 1.1(q) | The title of the subject procurement or The Project is: Procurement Virtual patching Solution |
| Governing Language (GCC 4) | | |
| 4. | 4.1 | The Governing Language shall be: English |
| Applicable Law (GCC 5) | | |
| 5. | 5.1 | The Applicable Law shall be: Laws of the GOVERNMENT OF PAKISTAN |
| | 5.2 | The Contract shall be effective from the date..... |
| Country of Origin (GCC 6) | | |
| 6. | 6.1 | Country of Origin is the country from where the Virtual patching Solution will be imported. |
| Scope of the System (GCC 7) | | |
| 7. | 7.1 | Scope of the system is mentioned in the Technical Specifications as mentioned in Section – V of this document |
| Supplier Responsibilities (GCC 8) | | |
| 8. | 8.1 | The Supplier shall have the following additional responsibilities: a. Bidder along with Principal will provide the complete deployment, implementation and support of the proposed solution with NBP Team. |



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| | | <p>b. Bidder should provide "Professional Implementation Services" with proven methodology from its Principal for the implementation of the proposed solution.</p> <p>c. Bidder must have a dedicated team in Pakistan that can perform installation & deployment of proposed solution as per NBP's current and emerging requirements. Bidder must have local presence including Pre-Sales, Sales & Support Staff.</p> <p>d. Bidder will be responsible for complete Installation, deployment, of Virtual Patching Solution. Bidder will be responsible for delivery of all virtual patching licenses at NBP Head Office.</p> <p>e. Bidder/Principal must provide comprehensive support offering including Phone Support, Email Support, and Online customer portal to access patches, upgrades new devices support and via online download.</p> |
| Procuring Agency's Responsibilities (GCC 9) | | |
| 9. | 9.1 | <i>There are no Special Conditions of Contract applicable to GCC Clause 9.1</i> |
| Price (GCC 10) | | |
| 10. | 10.1 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not Applicable |
| Payment (GCC 11) | | |
| 11. | 11.1 | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>a) Bidders are required to provide the total bid amount / price with their bid in its financial proposal considering all items as per the Price Schedule mentioned in Section VI.</p> <p>b) Total cost quoted by the bidder must be inclusive of the applicable taxes. Any other associated cost should be mentioned explicitly by the bidder. NBP will not be responsible for any additional cost during the contract period.</p> <p>c) Bidder must also ensure and confirm that the quoted price is in-line with the standard rates in the market.</p> |
| 12. | 11.2 | After submission of Performance Guarantee, Contract will be signed. Payment for Goods and Services supplied shall be made in Pakistani Rupees, as follows: |

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| | | <p>a) <u>Payment of Solution Cost as per Price Schedule:</u></p> <p>i) Fifty percent (50%) of the Solution Cost shall be paid as per required software quantity delivered at NBP premises in accordance with the delivery schedule (SECTION - V), and upon submission of original invoice, original delivery challans of delivered software to NBP and milestone completion certificate from NBP-ITG.</p> <p>ii) Fifty percent (50%) of the Solution Cost shall be paid after the successful installation, implementation, deployment of the complete solution at NBP locations, and upon submission of original invoice and original NBP's Operational Acceptance Certificate(s) as per quantity installed at NBP locations.</p> <p>b) <u>Payment of Renewal, Support and Maintenance of License</u></p> <p>The Renewal and Subscription of licenses as per contract shall be paid on yearly basis for 1st, 2nd, 3rd, 4th, and 5th Years separately as per Price Schedule.</p> <p>After Go Live, the bidder at the starting month of the corresponding year will raise an invoice to NBP. NBP will pay the invoice within 30 (Thirty) days after receiving of invoice.</p> <p>c) <u>Payment of Expert Level Training:</u></p> <p>The Training amount as per the contract shall be paid after the bidder has successfully provided the training to NBP employees as and when required.</p> |
| 13. | 11.3 | Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be Not Applicable |
| 14. | 11.4 | <p>a. Bidders shall quote Total project cost in only ONE Currency. If any bidder quotes the bid prices other than Pak Rupees, the interbank conversation rate in Pak Rupees (as determined by NBP) on the day of bid financial opening will be considered for calculating total bid amount in Pakistan Rupees (PKR) and for evaluating their bids.</p> <p>b. In case, bidder has quoted price in multiple currencies, the price quoted in Pakistan Rupees (PKR) will prevail and will be considered as the final price for the proposed solution. No additional adjustment or conditions mentioned in bidder's proposal will be considered in this regard.</p> |

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| | | c. <u>There will be No change in payment price, if bidder has quoted price in Pakistan Rupees (PKR) in its proposal.</u> However, if bidder has quoted price in other currency, the interbank conversation rate in Pak Rupees on the date of payment will be considered for payment and the payment will be made in Pakistan Rupees (PKR). |
| 15. | 11.5 | NBP will make all payments in Pakistan Rupees (PKR) only. |
| Performance Guarantee (GCC 12) | | |
| 16. | 12.1 | Within 30 calendar days, after receipt of LOI/LOA, bidder is required to submit a Performance Guarantee which shall be ten (10%) percent of the Total Offered Cost of the Successful Bidder / Contract Price. |
| 17. | 12.2 | The Performance Security shall be in the form of a “Bank Guarantee” from the reputable bank of Pakistan. The Performance Security amount shall be in Pakistan Rupees (PKR). Submission of incomplete Performance Guarantee and/or fake Bank Guarantee will lead to immediate disqualification of bidder and NBP will pursue to blacklist the company as per Public Procurement Rules, 2004. |
| 18. | 12.3 | After delivery and acceptance of the required solution, 10% percent of the Performance Guarantee shall be withheld for the duration to cover the Supplier’s warranty obligations i.e. five (05) years in accordance with GCC Clause 29 . Discharge of the Performance Security shall take place; within thirty (30) days of expiration of contract (i.e., end of fifth year). |
| Taxes and Duties (GCC 13) | | |
| 19. | 13. | <i>“There are no Special Conditions of Contract applicable to GCC Clause 13”</i> |
| Copy Rights (GCC 14) | | |
| 20. | 14.3 | The Procuring agency may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier’s prior written consent, under the following circumstances: <i>“none,”</i> |

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| 21. | 14.4 | <p>The Procuring agencies and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows:</p> <p><i>"not applicable"</i></p> <p>The Procuring agencies and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows:</p> <p><i>"not applicable"</i></p> |
| 22. | 14.5 | <i>"No software escrow contract is required for the execution of the Contract;"</i> |
| Software License Validity (GCC 15) | | |
| 23. | 15.1 (a)(iii) | The Standard Software license shall be valid for NBP use. |
| 24. | 15.1 (a)(iv) | <p>Use of the software shall be subject to the following additional restrictions"</p> <p><i>"none"</i></p> |
| 25. | 15.1(b)(ii) | The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer <i>"provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine;"</i> |
| 26. | 15.1(b)(vii) | The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by <i>"support service suppliers, exclusively for such suppliers in the performance of their support service contracts;"</i> |
| Confidential Information (GCC 16) | | |
| 27. | 16.1 | <i>"There are no modifications to the confidentiality terms expressed in GCC Clause 16.1;"</i> |
| 28. | 16.7 | <i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for as mentioned in GCC</i> |
| Project Plan (GCC 17) | | |
| 29. | 17.1 | <p>Chapters in the Project Plan may address the following subject:</p> <p>(a) <i>Project Organization and Management Plan;</i></p> <p>(b) <i>Delivery and Installation Plan</i></p> <p>(c) <i>Training Plan</i></p> |

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| | | <p>(d) <i>Pre-commissioning and Operational Acceptance Testing Plan</i></p> <p>(e) <i>Renewal Service Plan</i></p> <p>(f) <i>Task, Time, and Resource Schedules</i></p> |
| Sub-Contracting (GCC 18) | | |
| 30. | 18.1 | <i>“There are no Special Conditions of Contract applicable to GCC Clause 18.”</i> |
| 31. | 18.3 | <i>Not applicable</i> |
| Transportation (GCC 19) | | |
| 32. | 19.1 | The Supplier Shall be free to use transportation through carriers registered in any eligible country and Shall obtain insurance from any eligible source country. |
| Documents (GCC 21) | | |
| 33. | 21.1 | The Supplier shall provide to the Procuring agency documents “as specified in the GCC,” and mentioned in Section – VI Bidder’s Qualification Criteria and shall comply with the required minimum Technical Specifications of this document |
| Products Upgrade (GCC 22) | | |
| 34. | 22.1 | The Supplier shall provide the Procuring agency <i>with all new versions, releases, and updates to all Standard Software during the Renewal Period, for free, as specified in the GCC,</i> |
| Inspections and Tests (GCC 23) | | |
| 35. | 23.1 | The Bidder shall be responsible for the quality and quantity of complete solution as per Technical Specifications as mentioned in Section – V of this document. |
| Installations (GCC 24) | | |
| 36. | 24.1 | The Bidder shall be responsible for the installation of complete solution as per Technical Specifications as mentioned in Section – V of this document. |

| Operational Acceptance Test (GCC 26) | | |
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| 37. | 26.1 | After installation of complete solution as mentioned in Technical Specifications in Section – V of this document, the bidder shall be responsible to conduct and satisfy the performance of the solution for Successful Operational Acceptance Testing by the Procuring Agency. |
| Defect Liability (GCC 29) | | |
| 38. | 29.1 | Please refer to Section – V Bidder Qualification Criteria and as per GCC 29. |
| 39. | 29.3 | The Supplier warrants that the following items have been released to the market for the following specific minimum time: No specific minimum time requirements are established for this Contract other than that the Information Technologies must have been previously released to the market |
| 40. | 29.4 | The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for Five (05) Years. |
| 41. | 29.10 | During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within: 24x7x4x365 |
| Intellectual Property Rights Indemnity | | |
| 42. | 30.1 | There are no Special Conditions of Contract applicable to GCC Clause 30. |
| Insurance (GCC Clause 31) | | |
| 43. | 31.1 | <i>“There are no Special Conditions of Contract applicable to GCC Clause 31.1”</i> |
| Related Services (GCC Clause 33) | | |
| 44. | 33.1 | Related services to be provided are: Bidder is required to provide all other related Software, Licenses, and services (if any) which are necessary for the proper and smooth working of the required complete solution mentioned in Section - V without any additional cost to the Bank |

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| Change Orders (GCC 34) | | |
| 45. | 34.1 | Any enhancement in the solution (software licenses) with in the contract period will be done by the successful bidder. For change or additional services/items the bidder will be required to submit the Change Management Form. |
| Assignment (GCC 36) | | |
| 46. | 36.1 | Yes the Contract will be assigned to Successful Bidder |
| Liquidated Damages (GCC Clause 39) | | |
| 47. | 39.1 | Maximum deduction: will be equal to the performance security. |
| Procedure for Dispute Resolution (GCC Clause 45) | | |
| 48. | 45.1 | <p>Legal vetted dispute resolution clause</p> <p>11.1 The Parties agree that in case of nay dispute arising out of or in connection with this Agreement or the Services and the Deliverables, the Parties shall seek to resolve the said dispute as immediately as practically possible and shall take all reasonable steps to resolve that dispute.</p> <p>11.2 In case the dispute remains unresolved for a period of 14 consecutive working days the NBP monitoring team and project coordinator(s) and Service Provider’s team shall have an internal meeting and shall prepare and agree upon a statement of issues which shall describe in detail the nature of dispute, suggested solutions by each of the Parties, technical feedback from both the Parties and its impact upon the project and the Services and Deliverables.</p> <p>11.3 Thereafter, a meeting among senior management of both the Parties shall be arranged within 15 working days from the internal meeting of NBP’s monitoring team, project coordinator(s) and the Service Provider’s team, in which such statement of issues shall be presented and the Parties shall on a best effort basis and good faith try to resolve the dispute amicably.</p> <p>11.4 The Parties hereby agree that if the dispute is having a material effect on the performance of the Services and Deliverables, the Parties shall use best endeavors to reduce the elapsed time in reaching a solution and resolving the dispute by preparing and submitting the statement of facts and position to each other.</p> |

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| | | <p>11.5 In case the dispute remains unresolved, each Party shall appoint a person of their own choice, who has the relevant experience and expertise to arbitrate on the ongoing dispute, as arbitrators who shall jointly choose another person as their judge/umpire collectively referred to as the Arbitration. Both the Parties agree that before initiating the arbitration proceedings, prepare and agree upon the terms of reference for the Arbitration with term of reference shall give details of the dispute between the Parties at that time, on that particular day, suggested solutions by each of the Parties, technical feedback from both the Parties and its impact upon the project and the Services and Deliverables.</p> <p>11.6 The cost of referral to arbitration shall be borne by the Parties equally. The costs of the Arbitration shall be borne by a Party or the Parties as may be determined by the Arbitrators and/or the umpire.</p> <p>11.7 The venue of Arbitration shall be Karachi, unless otherwise mutually agreed by the Parties. If such mutual agreement cannot be reached, the Arbitrators shall decide the venue. The award rendered shall be final and conclusive. The award rendered may be submitted in any court having jurisdiction or application may be made in such court for a judicial acceptance of the award and an order of enforcement as the case may be.</p> <p>11.8 The official language of proceedings of Arbitration shall be English and the arbitration proceedings shall be administered in accordance with the laws of the Islamic Republic of Pakistan.</p> <p>11.9 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that during the dispute resolution and arbitration proceedings as given above, the Parties shall keep performing those of their obligations under this Agreement which are not affected by that dispute and can easily be performed despite that dispute between the Parties.</p> <p>11.10 The Parties may with mutual consent, extend the term of this Agreement by a period of time equal to the span during which performance of any of the Services and/or provision of the Deliverables was prevented for the reason that the Party were busy in the dispute resolution and arbitration proceedings as above.</p> <p>Except in exceptional circumstances or unwillingness of any of the Arbitrators, the Parties shall not, unless mutually agreed, change the Arbitrators during the terms of the agreement and all the disputes and matters shall be referred to the same Arbitrators. In case any arbitrations proceedings are underway and another dispute arises, it shall also be referred to the same arbitrators after following the procedure provided in the Article.</p> |
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| Notices (GCC Clause 48) | | |
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| 49. | 48.1 | <p>— Procuring Agency’s address for notice purposes:</p> <p>—Supplier’s address for notice purposes:</p> <p>To be mentioned at the time of Contract</p> |



SECTION IX: CONTRACT FORMS



Form of Contract

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency’s Letter of Acceptance; and
 - (h) [*add here: any other documents*]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Co4ntract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



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.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Supplier:



Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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



available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]

