Serial No: _____

Bid Document

Tender No. ZTBL-06-2023-2

Procurement of Document Management Software & Services

ZARAI TARAQIATI BANK LIMITED (ZTBL)

November, 2023

PREFACE

This Bidding Document for Procurement of Information Technology Products and Services has prepared by the Zarai Taraqiati Bank Limited (ZTBL), Islamabad in line with Standard Bidding Document for the Procurement of Information System issued by the Public Procurement Regulatory Authority (PPRA). For any missing information or conflict between parties in this document, PPRA standard bid document for Procurement of Information Technology Products and Services shall be considered for guidance.

Zarai Taraqiati Bank Limited (ZTBL), formerly known as Agricultural Development Bank of Pakistan (ADBP), is the premier financial institution geared towards the development of agriculture sector through provision of financial services and technical knowhow. ZTBL is a key RFI of Pakistan providing affordable agriculture financial/non-financial services to the rural Pakistan.

ZTBL having the network of 501 branches and 31 Zonal Offices is the only specialized financial institution for agriculture sector in Pakistan, catering to the credit needs of farmers for the production, development purposes and modernization of agriculture through field force of Mobile Credit Officers (MCO) at doorstep of the farmers.

The main purpose of the Bank is to provide sustainable rural finance and services particularly to small farmers and low-income households to strengthen the rural and agriculture sector, mitigate poverty, capital market and investment activities and other banking business. ZTBL aims to be involved in improving the rural and agriculture sector and is determined to enter into other commercial activities. The Bank is committed to bring unbanked segments of population especially in rural area, particularly poor and marginalized groups through the continuum of sound financial access. The bank serves around half a million clients annually and has over one million accumulated account holders.

Corporate Vision

Dedicated to serve the needs of the farming community, by delivering financial products and technical services on a competitive and sustainable basis, in a convenient, efficient and professional manner, leading to success of the Bank and the farmers.

Corporate Mission

To play effective role in the promotion of economic growth, by enhancing the availability of credit to the agriculture sector, through reliable access to sustainable financing, special lending programs, technical assistance, and other products & services, and to promote career development opportunities for increasing professionalism and technical proficiencies of employees.

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers and employees disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this bid document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers & employees. The Bank and its officers, and employees disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be in the Bid Document.

The execution of the Project is subject to issuance of Purchase order by the Bank after completion of codal and regulatory requirements including singing of contract. The Bank or any employee of the Bank holds no responsibility for the cost(s) incurred by the bidder on preparation of proposal, submission of earnest money, retention of earnest money by the Bank or any other costs involved in bid submission by the bidder.

Bidding Documents for Procurement of IT Related Products & Services

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.

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.

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.

Annexures

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

ZARAI TARAQIATI BANK LIMITED

Tender No. ZTBL-06-2023-2

For

[*Procurement of Document Management Software & Services*]

Invitation to Bids

Date: 14.11.2023

1. This Invitation to Bids follows the Procurement Notice (PN) for the subject Procurement that appeared in newspaper and on ZTBL & PPRA websites.

2. The Procuring Agency 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 Document Management Software & services**].

3. Bidders are required to submit their bids through PPRA EPAD System (www.eprocure.gov.pk) however the original bid security must be delivered to ZTBL on below mentioned address before bid submission closing date & time. Bids must be submitted online through EPADS as per the following schedule:

Bid Submission Date & Time	05th December, 2023 @ 10:30 AM
Bid Opening Date & Time	05th December, 2023 @ 11:00 AM

4. 03. Bidding documents, containing detailed terms and conditions, etc. are available at Procurement Facilitation Department, ZTBL Head Office, Islamabad. Price of the bidding documents is Rs. 2,000/-.The Bidding document can also be downloaded free of cost from the ZTBL website (www.ztbl.com.pk) and from PPRA EPAD System.

5. 04. Bidders are recommended to get registered on Public Procurement Regulatory Authority (PPRA) EPAD System to participate in ZTBL current and future bidding processes.

Vice President,
Procurement Facilitation Department,
Innovation & Technology Group,
Zarai Taraqiati Bank Limited
Head Office, Islamabad
Phone No. 051-9252798

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

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

	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the information systems to be procured under this Invitation for Bids. b. have controlling shareholders in common; or c. receive or have received any direct or indirect subsidy from any of them; or d. have the same legal representative for purposes of this Bid; or e. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or f. influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or g. Submit more than one Bid in this Bidding process.
	3.8	A Bidder may be ineligible if – a. he is declared bankrupt or, in the case of company or firm, insolvent; b. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; c. legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; d. the Bidder is convicted, by a final judgment, of any offence involving professional conduct; e. The Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. f. The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature,

		conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
***4.* Eligible Information Systems/ Goods and Related Services**	4.1	For the purposes of these Bidding Documents, the Information System means all: a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); and b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.
	4.2	All Information System made up of goods and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to the supply and installation information systems. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".
	4.3	For purposes of this Clause, "origin" means the place where the goods and services making Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially different in basic characteristic or in purpose or utility from its component.
	4.4	The nationality of the supplier that supplies and install the Information System shall not determine the origin of goods.
	4.5	To establish the eligibility of the Goods and Services making Information System, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
	4.6	If so required in the **BDS**, the Bidder shall demonstrate that it has been duly authorized for the supply and installation of Information System in Pakistan.
***5.* One Bid per Bidder**	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
***6.* Cost of Bidding**	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of

		the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. **Contents of Bidding Documents**	**7.1**	The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: **Section I -**Invitation to Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Technical Specifications, Schedule of Requirements Technical Specifications & Schedule of Requirements. **Section VI** Forms – Bid **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the **BDS.**
	7.3	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. **Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit**	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in through EPADS as indicated in the **BDS.**
	8.2	ZTBL will **within three (3) working days** after receiving the request for clarification, respond through EPADS 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.**
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS, including a description of the inquiry, but without identifying its source.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9.**
	8.5	If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-

		Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9.** Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
	8.7	The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
	8.8	The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification
	8.9	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
***9.* Amendment of Bidding Documents**	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.

	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. **Language of Bid**	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the B**DS.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. **Documents Constituting the Bid**	**11.1**	**The Bid prepared by the Bidder shall constitute the following components: -** a. **Form of Bid** b. **Details of the Sample(s) where applicable and requested in the BDS.** c. **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". The local firms having valid NTN/STRN are required to submit copies of NTN/STRN etc.** d. In the case of a Bidder offering to supply and install Information System under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply and install the information system in Pakistan (**where applicable and requested in the BDS).** e. the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in **BDS**. (As requested in bidder qualification criteria). f. 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 (If allowed and required by PA). g. That the Bidder meets the qualification criteria (General, Technical & Financial) listed in the **Bid Data Sheet/Bid Document.** h. **the Bidder shall furnish, as part of its Bid, all those documents (In English or translated in English**

		language) establishing the eligibility in conformity to Technical compliance sheet and terms and conditions specified in the Bidding Documents for all goods and services making information system which the Bidder proposes to deliver. The documentary evidence of conformity of the goods and services making Information Systems to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a. a detailed description of the essential technical specifications and performance characteristics of the Goods; b. the bidder may provide 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. Data Sheets of the Goods and services d. Any other procurement specific documentation requirement if stated in the **BDS**. Note: For purposes of the commentary to be furnished pursuant to 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 **demo**nstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. i. **Preliminary Project Plan (within timelines given by ZTBL) describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Agency and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;** j. **A written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.** k. **Bid security in accordance with ITB 18;**

		l. Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid**;** m. Affidavit of nonblack listing n. Any other document required in the **BDS**.
12.		**Covered in ITB 11**
13.		**Covered in ITB 11**
***14.* Form of Bid**	14.1	**The Bidder shall fill the Forms 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 in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents i.e Price Schedule.
	15.2	All items in the Schedule of requirement/Price form must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, if required by PA the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Price schedule in accordance with **ITB 15.1** shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	**Prices indicated on the Price Schedule shall be entered separately in the following manner:** a) **For goods manufactured within Pakistan** **i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:** **A. on the components and raw material used in the manufacturing or assembly of goods quoted ex-works or ex-factory; or** B. **on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or**

		off-the-shelf. **ii) all applicable taxes which will be payable on the goods if the contract is awarded.** **iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.** **iv) the price of other (incidental or allied) services, if any, listed in the BDS.** **b) For goods offered from abroad:** **i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or** **ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or** **iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.** **iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.** v) **the price of (incidental) services, if any, listed in the BDS.**
	15.7	Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: - a) **For Goods: -** i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and b) **For Related Services** i. The price of the related services, and ii. All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITB 29**.
	15.9	If so indicated in the Invitation to Bids/Tender Notice 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 UD Dollar. **Note: The payment shall be made in PKR as per payment terms mentioned in schedule of payment.**
	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 BDS. 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/NBP on that day.
	16.3	The Currency of the Contract shall be Pakistani Rupee unless otherwise stated in the BDS.
***17.* Bid Validity Period**	17.1	Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 18** in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
***18.* Bid Security**	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 and in the amount & currency specified in the **BDS** the format provided in **Section VI (Standard Forms)**. The soft copy of the bid security shall be submitted through EPADS and original bid security shall be submitted to PA before given deadlines.
	18.2	The Bid Security 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 and it shall be in the form specified in the **BDS** which shall be in any of the following: a) CDR 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) another security if indicated in the **BDS** Note: if the bid validity is requested for 180 days and Pay order/CDR instrument validity limitation is also 180 days, it would be considered that if required by PA, bidder is bound to submit the bid security for additional 28 days after expiry of initial validity of bid security.
	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 in accordance with **ITB 18.1 or 18.3** shall be rejected by the Procuring Agency as non-responsive, pursuant to **ITB 29**.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible and on the written request of the bidder, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 42,** or furnishing the performance guarantee, pursuant to **ITB 43**.
	18.9	The Bid Security may be forfeited:

		a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in **ITB 17.2**; or ii) does not accept the correction of errors pursuant to **ITB 31.2;** or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with **ITB 42**; or ii) to furnish performance security (or guarantee) in accordance with **ITB 43.**
***19.* Alternative Bids by Bidders**	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives bids will not be considered, unless specifically allowed for in the Bid Data Sheet (**BDS)**. If so allowed, **ITB 19.2** shall prevail.
	19.2	When alternative schedule for supply and installation of Information System is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for Information System.
	19.3	If so allowed in the **BDS**, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
***20.* Withdrawal, Substitution, and Modification of Bids**	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with **ITB 20.1** shall be withdrawn through EPADS.
***21.* Format and Signing of Bid**	21.1	The Bidder shall prepare the bids in soft form for submission through PPRA EPADS system. Format of bid shall be same as acceptable by EPADS system.
	21.2	The Bid shall be typed or written in PDF format and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only

		if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

***22.* Sealing and Marking of Bids**	22.1	ZTBL shall use the bidding procure as defined in BDS. In case of **Single Stage One Envelope Procedure**, the Bidder shall submit the original Bid online through EPADs. **Note:** *Please follow PPRA rules and e-procurement regulations for online bid submission.*
	22.2	Deleted as per EPADS
	22.3	In case of **Single Stage Two Envelope Procedure**, The Bid shall comprise two proposal simultaneously, one called the Technical Proposal and the other Financial Proposal. Each Bidder shall submit his bid as under: a) Bidder shall submit TECHNICAL PROPOSAL and FINANCIAL PROPOSAL through PPRA (e-procurement) EPADS system. Please ensure to upload technical and Financial proposal in relevant part of e-procurement system otherwise wrong attachments will lead to rejection of bids.
	22.4	Deleted as per EDPADS
		The Procuring Agency will assume no responsibility for any error or non-uploading of proposal on EPADS.
***23.* Deadline for Submission of Bids**	23.1	Online Bids shall be received by the Procuring Agency no later than the date and time specified in the **BDS.**
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
***24.* Late Bids**	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 23**.
	24.2	Late Bids are not allowed on EPADS as well as in rules.
***25.* Withdrawal, Substitution, and Modification of Bids**	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, as permissible on EPADS. All notices including submitted bid security release notice must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	The Bidder modification, substitution or withdrawal notice shall be made through EPADS, no later than the deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid

		submission.
	25.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid (if allowed on EPADS) may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.

E. OPENING AND EVALUATION OF BIDS

***26.* Opening of Bids**	26.1	The Procuring Agency will open all online submitted 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/attendance as proof of their attendance.
	26.2	Deleted as per EPADS
	26.3	Deleted as per EPADS
	26.4	Deleted as per EPADS
	26.5	Online submitted Bids through EPADS shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened until the specified time of their opening.
	26.7	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 pursuant to **ITB 24.**
	26.11	The Procuring Agency shall prepare record 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 uploaded on EPADS.
	26.13	A copy of the record of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be not opened subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding **ITB 27.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be through EPADs or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with **ITB 31**.
	28.3	The alteration or modification in THE BID which in any affect

		the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do through EPADS or in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in **ITB 3** and **ITB 4**; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents and information specified under **ITB 11** have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. **Explanation:** A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being

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

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

		will be payable on the goods if a contract is awarded to the Bidder; b. in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
	33.4	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
	33.5	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: 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.
	33.6	For factors retained in **BDS**, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the **BDS**: *(a) Delivery schedule.* i) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be charged LDC.** (b) *Deviation in payment schedule.* ii) The **SCC** stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule the bid **will be treated as non-responsive after clarification of bid.** *(c) Cost of spare parts (if required in technical requirement section)* 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. *(d) 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. (e) *Specific additional criteria.* Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **BDS** and/or the Technical Specifications.
	33.7	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 and declared technically compliant bidders shall be the Most Advantageous Bid. 35.2 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and

		functionalities; or ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
6. Abnormally Low Financial Proposal	36.1	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: (a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; (c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; (d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and (e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.2	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the

		most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.3	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.4	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

37. Criteria of Award	37.1	Subject to **ITB 36 and 38**, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a. eligible in accordance with the provisions of ITB 3; b. is determined to be qualified to perform the Contract satisfactorily; and c. Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: a. a minor alteration to the technical details of the statement of requirements; b. reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; c. a minor amendment to the special conditions of Contract; d. finalizing payment arrangements; e. delivery arrangements; f. the methodology for provision of related services; or g. clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for

		negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to reject All Bids	39.1	Notwithstanding **ITB 37**, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **BDS**, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been aeccepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2.**
	41.4	Upon the successful Bidder's furnishing of the performance security guarantee pursuant to **ITB 43**, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to **ITB 18.7.**
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The same draft is also attached with bidding document.
	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.
	42.4	After signing of contract, ZTBL shall formally issue purchase order(s) for formal execution of project.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security Guarantee is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be in following manners: a. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or 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. Detail is mentioned in BDS.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the BDS/SCC.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	ZTBL has constituted a Grievance Redressal Committee (GRC) to address the grievance of bidders (if any)
48. GRC Procedure	48.1	Any party can file its written complaint through EPADS 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 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.
	48.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.5	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.

H. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
		A. Introduction
1.	**1.1**	Name of Procuring Agency: ZARAI TARAQIATI BANK LIMITED (ZTBL) The Description (as specified in IFB) of the System is: [*Procurement of Document Management Software & Services*] Name and identification number of the Contract: **Tender No. ZTBL-06-2023-2** Period for delivery: [*04-06 weeks*] Commencement date for delivery: Date of Purchase Order
2.	**2.1 & 2.2**	Financial year for the operations of the Procuring Agency: FY 2023 Name of Project: *Procurement of Document Management Software & Services*
3.	**3.1**	Joint Venture is not applicable.
4.	**4.6**	Not Applicable

B. Bidding Documents

5.	**7.2**	Bidder is required to submit the bid online through PPRA EPAD System.
6.	**8.1**	All clarification shall be made through PPRA EPADS System ZTBL authorized contact persons are as following: **Primary Contact Address** Vice President, Procurement Facilitation Department, Information Systems Division, Zarai Taraqiati Bank Limited Head Office, Islamabad Email: Haseeb.akhtar@ztbl.com.pk Phone No. 051-9252798 **Alternate contact address:** IT-Procurement Unit, Zarai Taraqiati Bank Limited Head Office, Islamabad Email: zahid.bhatti@ztbl.com.pk Phone No. 051-9252779 **All communications are required to be sent to both primary and alternate contact addresses**

	8.5	Pre-bid meeting will not be held therefore bidders can submit request for any clarifications through PPRA EPAD System.

C. Preparation of Bids

7.	**10.1**	The Language of all correspondences and documents related to the Bid is: English
8.	**11.1 (d)**	d) the authorization from the manufacture is not application in this case
9.	**11.1 (e)**	If requested in bidder qualification criteria in annexure.
10.	**11.1 (g)**	ANNEXURE Z-A ANNEXURE Z-B
11.	**11.1 (h/d)**	In addition to the documents stated in ITB 11, the following documents must be included with the Bid. • ANNEXURE Z-A • ANNEXURE Z-B • Quoted product data sheets
12.	**15.6**	The cost of product, inland transportation, insurance, incidental or allied services (if required) All hidden local costs etc. shall be integral part of quoted price.
13.	**15.7**	The price shall be Delivered duty paid (DDP)
14.	**16.1 (a)**	• **For Information System originating in Pakistan the currency of the Bid shall be *Pakistani Rupees*;** • **For Information System originating outside Pakistan, the Bidder shall express its Bid in US Dollar Only.**
15.	**16.2**	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single Pak Rupees. 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.
16.	**16.3**	The currency of contract shall be as per quoted currency in financial proposal submitted by successful bidder. However, the payments shall be in PKR as per payment schedule.
17.	**17.1**	The Bid Validity period shall be **120 days**.
18.	**18.1**	The amount of Bid Security shall be **200,000 PKR for Lot-1 and PKR 40,000 for Lot-2** The currency of the Bid Security shall be Pak Rupees. Bid Securing Declaration is not applicable. The bidder is required to upload copy of bid security on EPAD System and the original bid security must be delivered to ZTBL before closing date of submission of bid.
19.	**18.3**	The Bid Security shall be in the form of: **CDR/PO.** Softcopy of bid security shall submit through EPADS. Original bid security shall submit to ZTBL before submission deadline.
20.	**18.3 (b)**	Only Bid Security in shape of CDR/PO is required. Other forms of security are not acceptable.
21.	**19.1, 19.3**	Alternative Bids are not be permitted
22.	**21.1**	The bidder is required to submit the bid online through PPRA EPAD System

23.	**21.2**	The authorization shall consist of a written confirmation on firm letterhead duly signed & stamped shall be attached to the Bid.

D. Submission of Bids

24.	**22.1**	Open Competitive Bidding. **Single stage - two envelope** bidding procedure as defined in PPRA Rule 2004, Clause 36 (b) will be used for this procurement.
25.	**22.2 (a)**	**Bid shall be submitted online through EPAD System**
26.	**22.2 (b)**	Title of the subject Procurement or Project name: [Procurement of Application for Mobile Banking] ITB title and No: [Procurement of Document Management Software & Services (Tender No. ZTBL- 06 -2023-2)]
27.	**23.1**	**The deadline for Bid submission is** **a) Day: [Tuesday]** **b) Date: [05-12-2023]** **c) Time: [10:30AM]**

E. Opening and Evaluation of Bids

28.	**26.1**	**The Bid opening shall take place online through EPAD System at:** **IT Conference Room,** **Zarai Taraqiati Bank Limited** **3rd floor annexed building 1 Faisal Avenue Zero Point Head Office, Islamabad.** **Day : [Tuesday]** **Date: [05-12-2023]** **Time : [11:00AM]**
29.	**32.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: *[Pak Rupees]* The source of exchange rate 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
30.	**33.2**	The technical bids shall be evaluated on following basis; • Compliance to Bidder qualification criteria (Annexure Z-A) • Technical Specification Compliance Form (Annexure Z-B) • Compliance to Schedule of Requirements
31.	**33.5 (a)**	ZTBL shall evaluate the bids on the basis of bid price quoted by bidders. The Bid price shall be Delivered duty paid (DDP) .
32.	**33.5 (b)**	The financial bids will be evaluated basis of price schedule provided by ZTBL in annexures. Delivery schedule. *as per SECTION V of the bid document and original Bid security.*
33.	**33.5 (c)**	Deviation in payment schedule is not acceptable. In case of any conflict, the payments terms of PA shall prevail.

34.	**33.5 (d)**	Cost of spare parts: Not required in this case
35.	**33.5 (e)**	Spare parts are not applicable in this case
36.	**33.5 (f)**	Operating and maintenance costs: Not Required in this case
37.	**33.6(c)**	Spare parts and after sales service facilities in Pakistan. [SLA support as per SLA is required]
38.	**33.6(d)**	Operating and maintenance costs. As per Price schedule
39.	**33.6 (e)**	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. •Criteria of evaluation is given in Section V Scope, Technical Specifications, Schedule of Requirements
40.	**33.7**	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated bidder will be based lowest bidder in each lot. However **Separate lots are not applicable in this project**
41.	**34.1**	Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
F. Award of Contract		
42.	**40.1**	Percentage for quantity increase or decrease is [*15%*].
43.	**43.1**	The Performance Guarantee shall be *10 percent of the Contract/bid Price. The successful bidder shall furnish the performance guarantee within 07 days of acceptance of Bid. The procuring agency reserves the right to extend the timelines for submission of contract/performance guarantee at his sole discretion.*
44.	**43.2**	The Performance Guarantee shall be in the form of Bank Guarantee
45.	**44.1**	No Advance Payment shall be made.
46.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

47.	**48.1**	The address of the Procuring Agency; Convener Bidders Grievance Redressal committee Zarai Taraqiati Bank Limited Head Office, 1 Faisal Avneue Zero point Islamabad
	48.6	The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

SECTION V: SCOPE, TECHNICAL SPECIFICATION
And SCHEDULE OF REQUIREMENTS

Scope of Work

Sr No.	Scope of Work
01	The project scope includes acquisition of document management software This would be first step towards digital archiving and document management which will be also helpful in Document Warehouse Management, disaster recovery and business continuity.
	Onetime scanning & digitization services to digitize the past record of Technology Operations & Support Division and Digital Banking Divisions as pilot project.
02	The Bidder will ensure necessary configuration for integration of supplied products with ZTBL environment.
03	Bidder will be required to integrate the provided solution with ZTBL application through change request.
04	In lot 02, Two heavy duty scanners will also be procured for documents scanning and day to day document management of both divisions.

TECHNICAL REQUIREMENT

Bidder will Install/Configure/Upgrade to latest patches of products in ZTBL. Bidder will also perform re-tuning as per best practices. Bidder will provide complete support for all the components covered under BOQ.

Lot-1:

Requirements	**Functionalities**
Server Platform	Windows Supported
Repository Storage or DBMS	MS SQL Server or Oracle
Server License	Production and DR Servers
Enterprise Implementation	Highly scalable
	Able to manage millions of Documents & Contents
	DM, Workflow Integration supported
	Supports Integration with other systems
Client Platform	Web-based client access
	Works with Internet Explorer, Google Chrome
	Direct scanning from TWAIN based scanner
Storage	System should support storing high volumes of data and documents typically in Tera bytes
Security Requirements	Privilege rights controlling administrative functions
	Feature rights controlling functions like scanning,printing, searching and exporting
	Access rights determining the level of access for users or groups/roles
	Enforce password policies, including length,complexity and duration of passwords
	Encryption of documents supported
	Audit trail for compliance and accountability
Document Management Requirement	Configurable Document Hierarchy
	Configurable Document Containers
	Administration of Users, Bad logins and restriction of image / document size.
	Active Directory Users Authentication Supported
	Administration of User rights and roles for assignment of objects and functionalities
	Administration of document size restriction for containers in the document hierarchy
	Configurable Index fields for meta data recording
	User should be able to input meta data and upload documents

	User should be able to view meta data and documents in a viewer and can perform different authorized operations like rotating, magnifying view, thumbnail, Print of documents.
	Publish/Un-Publish documents Authorization
	Scanning capability directly from Scanner and also through browsing file system
	User should be able to attach documents of different file formats. e.g. doc, xls, ppt etc.
	Authorized Deletion and Restoring of Deleted Documents
	User should be able to search the authorized documents.
	Authorized User should be able to upload/download bulk data and images

Lot 02 HP Scanjet Enterprise Flow N7000 SNW1 or equivalent (Qty: 02)			
SR #	**Specifications**		**Yes/No**
	Color Scanning	Yes	
	Scan Speed	ADF: Up to 75 ppm/150 ipm	
	Scan Type	Sheetfed / CMOS CIS (Contact Image Sensor)	
	Scan Resolution	Hardware: 600 x 600 dpi; Optical: Up to 600 dpi	
	Scan File Format	For text & images: PDF, PDF/A, Encrypted PDF, JPEG, PNG, BMP, TIFF, Word, Excel, PowerPoint, Text (.txt), Rich Text (.rtf) and Searchable PDF	
	Scan Input Modes	Two scan modes (simplex/duplex) with 10.9 cm (4.3 inch) Color touch screen on front-panel for HP scan in Win OS, HP Easy Scan/ICA in Mac OS and third parties applications via TWAIN, ISIS and WIA	
	Scan Size	ADF: 8.5 x 122 in Maximum; 2 x 2 in Minimum	
	Scanner Advanced Features	Auto exposure, Auto threshold, Auto detect color, Background smooth/removal, Auto detect size, Straighten content, Enhance content, Multi-streaming, Auto feed, Multi-feed detection sensor, Advanced multi-feed detection, Auto orient, Multi-color dropout, Channel color dropout, Edge erase, Delete blank page, Merge pages, Hole fill,	

		Digital stamps, Metadata capture, PDF permissions, PDF digital signatures, Document separation (Blank page, Barcode, Zonal barcode, Zonal OCR)	
	ADF Capacity	Standard, 80 sheets	
	Duplex ADF scanning	Yes	
	Multi feed detection	Yes	
	Light source (scanning)	LED	
	Output resolution dpi settings	75; 150; 200; 240; 300; 400; 500; 600; 1200 ppi	
	Twain version	Windows: 32-bit and 64-bit TWAIN version 2.1; Mac: n/a	
	Bit depth / Grayscale levels	24-bit/256	
	Digital sending standard features	Scan to PC, Scan to USB Drive, Scan to Email, Scan to Network Folder, Scan to SharePoint, Scan to Shortcut, Scan to Cloud	
	Standard Connectivity	Ethernet 10/100/1000 Base-T, USB 3.0, WiFi 802.11 b/g/n, WiFi Direct	
	Wireless Capability	Yes, WiFi 802.11 b/g/n, WiFi Direct	
	Memory	Standard:1 GB	
	Processor Speed	ARM-1176 666 MHz /	
	Duty cycle (daily)	Recommended daily duty cycle: 7500 pages	
	Media Types Supported	Cut Sheet Paper, Printed Paper (Laser and ink), Pre-Punched Paper, Bank Checks, Business Cards, Freight Bills, Carbonless forms, Plastic Carrier sheets for easily damaged documents, Previously stapled media with staple removed, Plastic cards (up to 1.24 mm	
	Product dimensions	W x d x h: 12.2 x 7.8 x 7.5 in; Maximum: 12.2 x 17.7 x 12.6 in	
	Product Weight	8.8 lb	
	Control Panel	Control panel with a total of four buttons on the right side of the resistive touch panel	

		(sleep/power, home, back, help buttons).	
	Compatible Operating Systems	Microsoft® Windows® (10, 8.1, 7, XP: 32-bit and 64-bit, 2008 R2, 2012 R2, 2016, 2019); MacOS (Catalina 10.15, Mojave 10.14, High Sierra 10.13); Linux (Ubuntu, Fedora, Debian, RHEL, Linux Mint, Open Suse, Manjaro); Citrix ready	
	Minimum System Requirements	PC: macOS Catalina 10.15,macOS Mojave 10.14, macOS High Sierra 10.13, Microsoft® Windows® 10, 8.1, 7, XP: 32-bit and 64-bit, 2008 R2, 2012 R2, 2016, 2019, 2 GB available hard disk space, CD-ROM/DVD drive or Internet connection, USB port, Microsoft® Internet Explorer; Mac: macOS Catalina 10.15,macOS Mojave 10.14, macOS High Sierra 10.13; 1 GB HD; Internet required; USB	
	Power	Power supply type: External power adapter; Power requirements: Input Voltage range: 90 - 264 VAC, Rated Frequency: 50 - 60HZ, Worldwide use; Power consumption: 5.8 Watts (ready), 38 Watts (scanning), 1.9 Watts (sleep), 0.1 Watts (auto-off), 0.1 Watts (off)	
	Display Description	Resistive, RGB color and 2.8 ”touch panel with a resolution of 140 dpi (240 x 320 dots).	
	Warranty	One Year Standard Manufacturer Warranty	

Schedule of Requirements

Delivery Schedule:

1. Delivery of Document Management Solution against Lot-1 and software implementation shall be completed within 60 working days after issuance of Purchase Order.
2. Delivery of Scanners against lot-2 shall be completed within 03-04 months.
3. Timelines of digitization/scanning of record/documents shall be decided mutually at the time of signing of agreement however the timelines should not be beyond 06 to 08 months.
4. In case supplier fails to timely deliver items/services, a penalty equivalent to 1% value of Purchase Order may be deducted from the Performance Security on per week basis.
5. Delivery should be DDP at ZTBL Head office Islamabad. In case the vendor failed to deliver the deliverables within given time, the bank reserve the right to impose laid delivery charges, forfeiture Bank Guarantee after reasonable delayed time and termination of contract.

Payment Schedule:

As per Annexure –Z-G of the bid document

SECTION V: *STANDARD FORMS FOR*
(Single Stage Two Envelope Procedure)

Table of Forms

Letter of Bid – Technical Proposal

Letter of Bid - Financial Proposal

Bidder Information Form

Bidder's JV Members Information Form

Price Schedule:

Form of Bid Security (Bid Bond)

Manufacturer's Authorization

Letter of Acceptance (Format)

Letter of Bid – Technical Proposal

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

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*]
Tender No.: [*insert number of Bidding process*]
Project Name: [Insert title]

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: [*insert a brief description of the Goods and Related Services*];
(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 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.

Letter of Bid - Financial Proposal

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

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*]
Tender No.: [*insert number of bidding process*]
Name of Project.: [*insert identification*]

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.

Bidder Information Form (including experience)

[The Bidder shall fill in this Form in accordance with the instructions indicated below and place in technical proposal. 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]*
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]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ 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.

Details of Contracts of Similar Nature and Complexity

(Use a separate sheet for each contract.)

1.	Name & Number of contract
2.	Name of Procuring Agency
3.	Procuring Agency address
4.	Contract role (check one) ☐Prime Supplier ☐ Management Contractor ☐ Subcontractor ☐ Partner in a Joint Venture ☐ any other
5.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)
6.	Equivalent amount PKR Total contract: ___; Subcontract: _____; Partner share: _____;
7.	Date of award/completion
8.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).
09.	Special contractual/technical requirements (scope)

Bidder's JV Members Information Form (if JV allowed)

[The Bidder shall fill in this Form in accordance with the instructions indicated below and place in technical proposal. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

RFB No.: *[insert number of RFB 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. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Form

[The Bidder shall fill in these Price Schedule Forms and submit in financial; proposal in accordance with the instructions indicated. The Contract Price (and payment schedule) should be linked as much as possible to achievement of operational capabilities, not just to the physical delivery of technology]

Preamble:

Procuring agency should highlight any special requirements of the Information System and Contract in a Preamble to the Price Schedules. The following is an example of one such preamble;

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

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 15. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Procuring Agency will correct any arithmetic error.
7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in the two-stage SBD), no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.

Price Schedule

Bidders need to provide the pricing in strict compliance with the below format. Anything quoted financially outside the below template will not be considered and may result in disqualification of the bidder for tendering process. The below constitutes the price for the

software solutions and their deployment at terminal and server end, support/ maintenance, and all offerings as part of this RFP on part of the bidder.

For-Lot-1:

Sr. No.	Item description	Quantity	Unit Price without tax	Tax rate & amount	Total price with tax
1	Document Management Server Licenses and implementation	01 No. (Production)			
02	End User Licenses	15 No.			
03	Additional End User Licenses per CAL	1CAL (with 5 End User Licenses)			
04	Annual Maintenance and support charges	03 years			
05	Scanning & digitization services	Rate per page			

Note: The total of above items shall be considered for price comparison. For price comparison scanning and digitization services will be calculated for 02 million pages.

Rate of Change Request (CR)

Sr. No.	Item description	Total price with tax
1	CR Per man-day rate	

Note: CR rate will not be used for price evaluation.

Lot-2:

Sr. No.	Item description	Qty	Unit Price without tax	Tax rate & amount	Total price with tax
1	Make/Model of Scanners				

All prices inclusive of all governing and prevailing taxes.

Note: - - indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	

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 technical 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 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]*

Form of Bid Security

{to be filled on company letter head and placed in Technical proposal}

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

Tender No.: *[Insert Tender No]*

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

Date: *[Insert date]*

CDR No.: *[Insert Bank CDR reference number]*

We have submitted the bid against in accordance to terms and conditions of this bid document. We bind ourselves, our successors and assigns, jointly and severally, firmly and undertake that ZTBL reserves the right to en-cash/forfeit the bid security if bidder;

(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.

The bid security shall remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided/requested by the Procuring agency.

_____

[Signature(s)]

Letter of Acceptance (Format)

[This will be issued by ZTBL to vendor for acceptance of LOI/Bid]

[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 (07 to 10) 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 (07 to 10) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency (ZTBL):

Attachment: draft Contract

Copy: Appointing Authority and Supplier

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	**Definitions**	1.1	The following words and expressions shall have the meanings hereby assigned to them:	
			a)	**"Authority"** means Public Procurement Regulatory Authority.
			b)	The "**Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract **GCC Clause 31** 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)	**"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			u)	"**Force** Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, **"Force Majeure"** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

			v)	**"Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
			w)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	**Application and interpretation**	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.	
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.	
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: (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	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the **SCC**; b) Furnishing of Advance Payment Unconditional Guarantee.	
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;	
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.	

4.	**Governing Language**	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in **SCC**. Subject to **GCC Clause 3.1**, the version of the Contract written in the specified language shall govern its interpretation.
5.	**Applicable Law and Effectiveness of the contract**	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC.**
		5.2	The Contract shall be effective from the date specified in the SCC,
6.	**Country of Origin**	6.1	The origin of goods and services making information systems may be distinct from the nationality of the Supplier.
7.	**Scope of the Information System**	7.1	Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan
		7.2	The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
		7.3	The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings
8.	**Supplier's Responsibilities**	8.1	The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

		8.2	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract
		8.3	The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.
		8.4	The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract.
		8.5	The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency.
		8.6	The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

		8.7	Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country.
		8.8	The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.
		8.9	Other Supplier responsibilities, if any, are as stated in the SCC.
9.	**Procuring Agency's Responsibility**	9.1	The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract.
		9.2	The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.
		9.3	The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
		9.4	If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
		9.5	In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

		9.6	The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion
		9.7	Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
		9.8	The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
		9.9	The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
		9.10	The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
		9.11	Other Procuring agency responsibilities, if any, are as stated in the SCC.
10.	**Prices**	10.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		10.2	Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.

11.	**Payment**	11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in **SCC**.	
		11.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.	
		11.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the **SCC.**	
		11.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in **SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.	
		11.5	All payments shall be made in the currency or currencies specified in the **SCC** pursuant to **GCC Clause 11.4**	
12.	**Performance Guarantee**	12.1	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.	
		12.2	The Performance Guarantee shall be in one of the following forms:	
			a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
			b)	A cashier's or certified check.
		12.3	The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in **SCC**.	
13.	**Taxes and Duties**	13.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.	
		13.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.	
		13.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the Procuring Agency.	

14.	**Copy Rights**	14.1	The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
		14.2	The Procuring agency agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials
		14.3	The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC
		14.5	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: (a) be: (i) nonexclusive;

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

			(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.
		15.2	The Standard Software may be subject to audit by the Supplier, in accordance with the terms **specified in the SCC,** to verify compliance with the above license agreements.
16.	**Confidential Information**	16.1	Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
		16.2	For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.
		16.3	Notwithstanding GCC Clauses 16.1 and 16.2: (a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and (b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.
		16.4	The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.

		16.5	The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which: (a) now or hereafter enters the public domain through no fault of the Receiving Party; (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party; (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
		16.6	The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
		16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
17.	**Project Plan**	17.1	In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		17.2	The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC
		17.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35.
		17.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract
		17.5	The Progress and other reports **specified in the SCC** shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements.

18.	**Sub-contracting**	18.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract
		18.2	The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause 18.3.
		18.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement.
19.	**Procurement and Delivery**	19.1	Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site
		19.2	Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements
		19.3	Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld.

20.	**Transportation**	20.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring agency's instructions to the Supplier.
		20.2	The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
		20.3	Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

21.	**Documents**	21.1	Unless otherwise **specified in the SCC,** the Supplier will provide the Procuring agency with shipping and other documents, as specified below; (i) For Goods supplied from outside the Procuring agency's Country: Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company: (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) usual transportation documents; (c) insurance certificate; (d) certificate(s) of origin; and (e) estimated time and point of arrival in the Procuring agency's Country and at the site. (ii) For Goods supplied locally (i.e., from within the Procuring agency's country): Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate: (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) certificate of insurance; (d) certificate(s) of origin; and (e) estimated time of arrival at the site.

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

		24.2	The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.
		24.3	If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.
25.	**Commissioning**	25.1	Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier: (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3.
		25.2	The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing

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

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

28.	**Partial Acceptance**	28.1	If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2
		28.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		28.3	In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring agency or Supplier.
29.	**Warranty/ Defect Liability Period**	29.1	The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Information System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
		29.2	This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the **SCC.**
		29.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

		29.4	Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier
		29.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
30.	**Intellectual Property Rights Indemnity**	30.1	The Supplier shall indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring agency or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of: (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring agency's breach of GCC Clause 30.2.
		30.2	Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

		30.3	Such indemnities shall also not apply if any claim of infringement: (a) is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization; (b) is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or (c) results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier	
31.	**Insurance**	31.1	The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC.**	
32.	**Limitation of Liability**	32.1	Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: (a) the Supplier shall not be liable to the Procuring agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and (b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement	
33.	**Related Services**	33.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**:	
			a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
			b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods

				supplied and Services Provided.
		33.2	Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	
34.	**Change Orders**	34.1	The Procuring Agency may at any time, by a written order given to the Supplier**,** make changes within the general scope of the Contract in any one or more of the following:	
			a)	Drawings, designs, or specifications;
			b)	The method of shipment or packing;
			c)	The place of delivery; and/or
			d)	The Services to be provided by the Supplier.
		34.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.	
		34.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	
35.	**Contract Amendments**	35.1	Subject to **GCC Clause 34**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.	
36.	**Assignment**	36.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.	
37.	**Sub-contracts**	37.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.	
38.	**Delays in the Supplier's Performance**	38.1	Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.	

		38.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.	
		38.3	Except as provided under **GCC Clause 41**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 39**, unless an extension of time is agreed upon pursuant to **GCC Clause 38.2** without the application of liquidated damages.	
39.	**Liquidated Damages**	39.1	Subject to **GCC Clause 41**, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 40.**	
40.	**Termination for Default**	40.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.	
		40.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:	
			a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or
			b)	the Supplier fails to perform any other obligation(s) under the Contract;
			c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the **SCC;**
			d)	the supplier has abandoned or repudiated the contract.
			e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

			f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment after successful verification of deliverables;
			g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
			h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		40.3	For the purpose of this clause:	
			"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.	
		40.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to **GCC Clause 26.1,** the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.	
41.	**Termination for Force Majeure**	41.1	Notwithstanding the provisions of **GCC Clauses 38, 39**, and 40, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, ''Force Majeure'' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent	

		41.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	
42.	**Termination for Insolvency**	42.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.	
43.	**Termination for Convenience**	43.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.	
		43.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect:	
			a)	To have any portion completed and delivered at the Contract terms and prices; and / or
			b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
44.	**Transfer of Ownership**	44.1	With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.	
		44.2	Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements	
		44.3	Ownership of the Supplier’s Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.	

45.	**Disputes Resolution**	45.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		45.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
46.	**Procedure for Disputes Resolution**	46.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the **SCC**.
		46.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		46.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the **SCC**.
47.	**Replacement of Arbitrator**	47.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
48.	**Notices**	48.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.
		48.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
49.	**Contract Validity & renewal**	49.1	The contract initially validity shall be as given in SCC. The bidder shall perform its obligations as per scope of contract and in line with issued purchase order (s).
		49.2	The contract period may be renewed on annual basis/need basis with mutual consent of both parties.
50.	**Other Special Conditions of Contracts**		The other conditions pf the contract such as Service Level Agreement etc. shall be as given in SCC.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: [*Name and address*]
2.	1.1(j)	The Supplier is: [*Name and address]*
3.	1.1(q)	The title of the subject procurement or The Project is: *[write the name of title or project]*
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 Pakistan
	5.2	The Contract shall be effective from the date signing between parties
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is Pakistan
Scope of the System (GCC 7)		
7.	7.1	The Scope of the System is as per scope of bid document/bidder accepted proposal of vendor.
Supplier Responsibilities (GCC 8)		
8.	8.1	The Supplier shall have the following additional responsibilities: *["none"].*
Procuring Agency's Responsibilities (GCC 9)		
9.	9.1	The Procuring agency shall have the following additional responsibilities: *["none"].*
Price (GCC 10)		
10.	10.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. *[No price adjustment is allowed]*

Payment (GCC 11)		
11.	11.1	Payment shall be made as per Bid document relevant clause of payment terms.
12.	11.3	No Rate of interest shall be made account of late payment made by Procuring Agency.
Performance Guarantee (GCC 12)		
13.	12.1	The amount of performance guarantee, as a percentage of the Contract Price, shall be: *(10) percent of the Contract Price]*
14.	12.4	After delivery and acceptance of the Information System, the Performance Guarantee shall remained withheld for 01 years to cover the Supplier's warranty obligations in accordance with **GCC Clause 29.**
Taxes and Duties (GCC 13)		
15.	13.	*[insert: **necessary and appropriate clauses**, or state **"There are no Special Conditions of Contract applicable to GCC Clause 13"**].*
Copy Rights (GCC 14)		
16.	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: *[state: **"none**," or else specify: **circumstances**]*
17.	14.4	The Procuring agencies and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows *[state: **"not applicable"** if Custom Software is not part of the System; otherwise, specify: **items, rights, obligations, restrictions, exceptions, and provisos]**.* The Procuring agencies and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows *[state: **"not applicable"** if Custom Materials are not part of the System; otherwise, specify: **items, rights, obligations, restrictions, exceptions, and provisos]**.*
18.	14.5	*If not applicable, state: **"No software escrow contract is required for the execution of the Contract;"** otherwise, specify: **maximum number of days during which a separate escrow contract must be agreed upon with a reputable escrow agent and any specific rights and obligations that the Procuring agency wishes to establish in advance.***

Software License Validity (GCC 15		
19.	15.1 (a)(iii)	The Standard Software license shall be valid *[state: **"throughout the territory of the Procuring agency's Country;"** or specify: **geographical coverage other than the Procuring agency's Country, if such coverage is necessary and appropriate, for example to cover the area in which the Procuring agency's business group operates in**].*
20.	15.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions *[state: **"none"** or specify: **restrictions]**.*
21.	15.1(b)(ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer *[state: **"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;"** or specify: **other necessary and appropriate restrictions on the replacement computer**].*
22.	15.1(b)(vii)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by *[state: **"support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts;"** or specify: **other necessary and appropriate support entities and terms**],* subject to the same restrictions set forth in this Contract.
23.	15.1(b)(vii)	In addition to the persons specified in GCC Clause 15.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, *[specify: **categories of persons**]* subject to the same restrictions as are set forth in this Contract.
Confidential Information (GCC 16)		
24.	16.1	*State: **"There are no modifications to the confidentiality terms expressed in GCC Clause 16.1;"** or, if necessary and appropriate, specify: **persons, topics, and conditions for which the confidentiality clause does not apply.***
25.	16.7	*The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for* [**"the period specified in the GCC"**].
Project Plan (GCC 17)		
26.	17.1	Chapters in the Project Plan shall address the following subject**:** *[for example, specify:* ***(a) Project Organization and Management Plan;*** ***(b) Delivery and Installation Plan***

		(c) Training Plan ***(d) Pre-commissioning and Operational Acceptance Testing Plan*** ***(e) Warranty Service Plan*** ***(f) Task, Time, and Resource Schedules*** ***(g) Post-Warranty Service Plan (if applicable)*** ***(h) Technical Support Plan (if applicable)*** ***(i) etc.*** ***Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, Section (insert: reference***
27.	17.2	Within *[insert:* ***number (N)****; for example,* ***thirty (30)*** *]* days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring agency. The Procuring agency shall, within *[insert:* ***number (N);*** *for example****, fourteen (14)]*** days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 17.2 called "non-conformities" below). The Supplier shall, within *[insert:* ***number (N);*** *for example****, five (5)*** *]* days of receipt of such notification, correct the Project Plan and resubmit to the Procuring agency. The Procuring agency shall, within *[insert:* ***number (N);*** *for example****, five (5)*** *]* days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring agency shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed and Finalized Project Plan") shall be contractually binding on the Procuring agency and the Supplier.
28.	17.5	The Supplier shall submit to the Procuring agency the following reports: *[state "none," or specify, for example:* *(a) Monthly (Quarterly) progress reports, summarizing:* *(i) results accomplished during the prior period;* *(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;* *(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;* *(iv) other issues and outstanding problems; proposed actions to be taken;* *(v) resources that the Supplier expects to be provided by the Procuring agency and/or actions to be taken by the Procuring agency in the next reporting period;* *(vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.*

		(b) …….] Note: Other reports may be needed to monitor Contract performance/progress with System implementation, for example: *(*) inspection and quality assurance reports* *(*) training participants test results* *(*) monthly log of service calls and problem resolutions*
Sub-Contracting (GCC 18)		
29.	18.1	*Insert:* ***necessary and appropriate clauses,*** *or state* ***"There are no Special Conditions of Contract applicable to GCC Clause 18."***
Transportation (GCC 19)		
30.	19.1	The Supplier *[insert: "shall" or "shall not"]* be free to use transportation through carriers registered in any eligible country and *[insert: "shall" or "shall not"]* obtain insurance from any eligible source country.
Documents (GCC 21)		
31.	21.1	The Supplier shall provide to the Procuring agency documents *[state* ***"as specified in the GCC,"*** *or specify* ***other documentation requirements as necessary and appropriate]***.
Products Upgrade (GCC 22)		
32.	22.1	The Supplier shall provide the Procuring agency: *[state* ***"with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC,"*** *or specify* ***other requirements as necessary and appropriate***
Inspections and Tests (GCC 23)		
33.	23.1	*Insert:* ***necessary and appropriate clauses related to inspection/test,*** *or state* ***"There are no Special Conditions of Contract applicable to GCC Clause 23."***
Installations (GCC 24)		
34.	24.1	*Insert: necessary and appropriate clauses, or state "There are no Special Conditions of Contract applicable to GCC Clause 24."*
Operational Acceptance Test (GCC 26)		
35.	26.1	Operational Acceptance Testing shall be conducted in accordance with

		[specify: ***System or the Subsystems, the tests, the test procedures, and the required results for acceptance;*** *alternatively reference the relevant section(s) of the Technical Requirements where acceptance testing details are given****.]***
Defect Liability (GCC 29)		
36.	29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: *[state:* ***"None;"*** *or specify:* ***category or categories of Software and the corresponding exceptions or limitations]****.*
37.	29.3	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: *[state:* ***"No specific minimum time requirements are established for this Contract other than that the Information Technologies must have been previously released to the market;"*** *or specify:* ***specific types of technologies and specific minimum time periods;*** *for example,* ***"All Standard Software must have been commercially available in the market for at least three months"*** *].*
38.	29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for *[state:* ***"36 months;"*** *or, if a different period is desired, specify:* ***number of months;*** *or, if appropriate, specify* ***the periods that may apply to different types of technologies, e.g., hardware and software***
39.	29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within *[insert:* ***number of (working) days / number of hours*** *]* of notification
Intellectual Property Rights Indemnity		
40.	30.1	*Insert:* ***necessary and appropriate clauses,*** *or state* ***"There are no Special Conditions of Contract applicable to GCC Clause 30."***
Insurance (GCC Clause 31)		
41.	31.1	The Insurance shall be in an amount equal (*Insert amount*) with deductible limits of no more than *[insert:* ***monetary value]****.* The Insurance shall cover the period from *[insert:* ***beginning date, relative to the Effective Date of the Contract]*** until *[insert:* ***expiration date, relative to the Effective Date of the Contract or its completion]****.*
Related Services (GCC Clause 33)		
42.	33.1	Related services to be provided are: *[Selected services covered under GCC Clause 33 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]*

Change Orders (GCC 34)		
43.	34.1	*Insert:* ***necessary and appropriate clauses,*** *or state* ***"There are no Special Conditions of Contract applicable to GCC Clause 34."***
Assignment (GCC 36)		
44.	36.1	Contract can be assigned (*insert yes or no*)
Liquidated Damages (GCC Clause 39)		
45.	39.1	Applicable rate: 1. In case of supplier fails to timely deliver goods/services, a penalty equivalent to 02% per week (calendar days) or As mentioned in schedule of requirements of the value of Purchase Order may be deducted from performance security. As mentioned in schedule of requirements. Maximum deduction: is equal to the performance security. 2. For SLA the penalties shall be as per clauses mentioned in SCC.
Procedure for Dispute Resolution (GCC Clause 45)		
3.	45.1	**Dispute Resolution** **(a) <u>For Contracts to be entered with foreign Contractor/ Service Provider</u>:** *If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision:* Arbitration proceedings shall be conducted in accordance with the rules of arbitration of *[select one of the following:* ***UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration****]*. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. **(b) <u>For Contracts to be entered with nationals of Pakistan:</u>** 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one

		Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [*Insert name of the city*] and proceedings will be conducted in –[*Specify language*] language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.
Notices (GCC Clause 48)		
4.	48.1	— Procuring Agency's address for notice purposes: —Supplier's address for notice purposes:
Contract Validity & Renewal(GCC Clause 49)		
5.	49.1	The initial contract validity shall be as following; a. With respect to Quoted Solutions this agreement shall be valid for three years.
	49.2	The renewal/extension of the contract shall be made by mutual consent of both parties on following basis. a. With respect to Quoted Solution extension can be made on yearly basis without changing the scope & price (Yearly Support Price).
Other Special Conditions of Contracts (GCC Clause 50)		
50: Service level agreement		
6.	50	**SERVICE LEVEL AGREEMENT** A. **GENERAL**

Scope of Services

There shall be no restrictions on number of devices and Number of Users to use the provided solution.

Support shall remain available around the clock 24/7/365 for rectification of failure/break downs of application.

For quick disposal of remedial maintenance call, vendor shall keep sufficient Technical HR.

Vendor will ensure back end support for any change management, development, customization, configuration and problem.

Provide telephonic support in case of minor operational problems which may not require site visit.

Suggest any service improvement plan as per the best practices standards from Regulator i-e SBP.

Vendor has to ensure and enhance their internal communication and should cascade all relevant information related to ZTBL IT infrastructure to relevant interfaces for effective support

A dedicated Project Manager will be assigned for the project who will present outcomes to the ZTBL PIT/ISD on weekly basis.

Vendor will post a fulltime resident Engineer (working hours) till implementation and Go LIVE with ZTBL Head office team for issue escalation, resolution and instant support regarding provided solution during UAT & for three (3) Months after go-live.

B. **MAINTENANCE SERVICES**

i. **SEVERITY LEVEL & RESPONSE TIME of SLA**

Under the terms of this agreement, the vendor will provide comprehensive installation, configuration, management and maintenance of respective software and support services purchased by the customer. The support period will start from the date of go-live of solution (Quoted product as per scope) implemented by the vendor.

The SLA of services to be provided is categorized below.
Resolution Time calculation: working hours from 0900 to 1750 from Monday to Friday

a. <u>Response VS Resolution:</u>

Severity Level	Scenarios	Response Time	Target Resolution Time	Penalty
High	Service affecting fault ▪ Service completely un-available ▪ Disaster Scenario	1 hour	< 2 - 4 hours	As penalty clause
Medium	Service interrupting fault ▪ Some users are	5 hours	< 24 hours	As above

	disconnected ▪ Some features of the application is not working ▪ Some features are working in-correctly.			
Low	▪ Any UI/UX related changes	1 day	1 week	As above

DESCRIPTION OF SERVICES

The following table summarizes all the services covered alongside the support level

Service	Support	Delivery
Services defined in the scope of work.	▪ Installation with HA & DR Setup ▪ Configuration ▪ Maintenance ▪ Administration ▪ Upgrades (Security) ▪ Backups & Recovery ▪ Restoration / DR Planning ▪ KPIs for Health Check ▪ Troubleshooting	On-Site

The ***Principal Period of Maintenance (PPM)*** for this agreement is;
24x7 for all issues.

ii. **Service logging and request initiation with Vendor.**

a) Log the ticket directly on the incident management system's portal given by supplier.
b) Call supplier helpline XXXX and log ticket through call agent.
c) E-mail IT helpdesk.

iii. **Response Time from Vendor's Team**

a) After first call, response time as stipulated above in the table. The Supplier representative shall contact ZTBL to determine nature of fault/issue and guide telephonically if issue can be resolved without vendor's official visit.
b) Wherever problem is not resolved telephonically and necessitated by ZTBL, Supplier engineer/Official shall visit the site to resolve the issue.

iv. **Location &Response Time:**

Description	Time
Complaint registration	24x7x365
Response Time	As per SLA of services to be provided

Location:

ZTBL Head Office, Islamabad

v. **TECHNICAL RESOURCE ARRANGEMENT**

a) The supplier will maintain sufficient certified technical resources at Islamabad/Rawalpindi for immediate resolution of complaints.

C. **PENALTY**

ZTBL shall impose penalty upon breach of SLA terms & conditions and delayed remedial maintenance as per following KPIs.

i. For Solution after deployment:

Delay	**Penalty/ Deduction**
Delay after the defined resolution time	**Deduction from quarterly payable amount.**
Delayed Per Hrs.	2%

If delay of resolution exceeds one calendar week, the total amount of quarterly payable amount will be forfeited, further delay of two weeks or above will lead to deduction from the Performance guaranty @10% amount of Performance Guaranty per week.

D. **ESCALATION PROCEDURE**

Bidder will provide the escalation matrix with complete details on the individuals and Technical Account Manager/Support Officer with proper details.

Escalation Level	Contact Details	Department	Designation	Email	Contact
Level – 1					
Level – 2					
Level – 3					

Both parties shall nominate a contact person and his name, designation, email address, land line number and mobile numbers will be providing to the other party.

i. DOCUMENTATION

b. Bidder will maintain support record which will be submitted for each quarterly payment.

Support Request	Date	Time	Support Description	Category H/M/L	Action taken	Action Guide Provided	Support Request closed Date & Time

ii. **OBLIGATIONS OF THE ZTBL**

The customer shall:

c. Provide a suitable installation environment

d. Use the services strictly in accordance with the administration guides.

		e. Permit bidders, its employees full access to the environment necessary for support and installation services. f. Not permit other persons to perform any activity on the systems.

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) All Annexure of Bid document. [To be filled at the of signing.]

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

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

_____ _____
[Buyer] [Seller/Supplier]

ANNEXURE Z-A

Bidder Qualification Criteria Form

S#	Condition	Requirement/ Document to be attached	Enclosed ? Yes/ No	Proposal Page Ref.
1	Authorization of Tender	All pages are duly signed & stamped by authorized personnel of bidder		
2	Bid Validity is 120 Days	Clearly mention in the Bid		
3	Bid Security	Bid Security as specified in Section 14 is attached		
5	**Bidder's Eligibility**			
i	Documents required in ITB 11 of bid document	Evidence/Proof of all documents mentioned in the ITB-11 of Bid Document		
ii	Bidding firm should have existence in Pakistan for the last 5 years.	Certificate of Incorporation /Registration of business in Pakistan (For all lots)		
iii	Past Experience (LOT 01 Only)	Bidder should have deployed Document Management solution in any 02 organizations, out of which one should be any Bank. (Share proof of satisfactory deployment from client)		
iv	Income tax (NTN) Certificate.	Valid Income Tax (NTN) Certificate with FBR Active Tax Payer Status printout		
v	Sales Tax Registration Certificate	Valid Tax Registration Certificate with FBR Active Tax Payer Status printout		
vii	Authorization from OEM (Lot 01 only)	Attach copy of authorization letter from OEM to participate in ZTBL tender (For Lot-1). Not applicable if developed by bidder.		
viii	Affidavit for not being blacklisted.	Affidavit that the vendor is not blacklisted by the Government or Semi Government Organization on non-judicial stamp paper.		

By signing this Form we hereby declare that all information provided above are correct by the best of our knowledge.

We accept all terms and conditions of bidding document and the Procurement Contract as specified in the bidding document and the advertisement.

Signatures of Authorized Person

Name_____

Designation_____

Vendor Name_____

Annex Z-B

Technical Specification Compliance Form

List of Goods & Bill of Quantities

Lot #	Product Name	Qty
Lot-01	Document Management Solution	01
Lot-02	Heavy Duty Scanners	02

Technical Specifications:

The Lot wise technical specifications are as following

Lot-1: (Document Management System)

Requirements	Functionalities	Functionalities Available (Yes/No)
Server Platform	Windows Supported	
Repository Storage or DBMS	MS SQL Server or Oracle	
Server License	Production and DR Servers	
Enterprise Implementation	Highly scalable	
	Able to manage millions of Documents & Contents	
	DM, Workflow Integration supported	
	Supports Integration with other systems	
Client Platform	Web-based client access	
	Works with Internet Explorer, Google Chrome	
	Direct scanning from TWAIN based scanner	
Storage	System should support storing high volumes of data and documents typically in Tera bytes	
Security Requirements	Privilege rights controlling administrative functions	
	Feature rights controlling functions like scanning, printing, searching and exporting	
	Access rights determining the level of access for users or groups/roles	

	Enforce password policies, including length, complexity and duration of passwords	
	Encryption of documents supported	
	Audit trail for compliance and accountability	
Document Management Requirement	Configurable Document Hierarchy	
	Configurable Document Containers	
	Administration of Users, Bad logins and restriction of image / document size.	
	Active Directory Users Authentication Supported	
	Administration of User rights and roles for assignment of objects and functionalities	
	Administration of document size restriction for containers in the document hierarchy	
	Configurable Index fields for meta data recording	
	User should be able to input meta data and upload documents	
	User should be able to view meta data and documents in a viewer and can perform different authorized operations like rotating, magnifying view, thumbnail, Print of documents.	
	Publish/Un-Publish documents Authorization	
	Scanning capability directly from Scanner and also through browsing file system	
	User should be able to attach documents of different file formats. e.g. doc, xls, ppt etc.	
	Authorized Deletion and Restoring of Deleted Documents	
	User should be able to search the authorized documents.	
	Authorized User should be able to upload/download bulk data and images	
Scanning & digitization services	Scanning of past record of ZTBL as per each file	
	Files digital tagging	
	Digitization of past record in software (Department wise/file wise/page wise)	

Lot 02 HP Scanjet Enterprise Flow N7000 SNW1 or equivalent (Qty: 02)			
SR #	**Specifications**		**Yes/No**
	Color Scanning	Yes	
	Scan Speed	ADF: Up to 75 ppm/150 ipm	
	Scan Type	Sheetfed / CMOS CIS (Contact Image Sensor)	
	Scan Resolution	Hardware: 600 x 600 dpi; Optical: Up to 600 dpi	
	Scan File Format	For text & images: PDF, PDF/A, Encrypted PDF, JPEG, PNG, BMP, TIFF, Word, Excel, PowerPoint, Text (.txt), Rich Text (.rtf) and Searchable PDF	
	Scan Input Modes	Two scan modes (simplex/duplex) with 10.9 cm (4.3 inch) Color touch screen on front-panel for HP scan in Win OS, HP Easy Scan/ICA in Mac OS and third parties applications via TWAIN, ISIS and WIA	
	Scan Size	ADF: 8.5 x 122 in Maximum; 2 x 2 in Minimum	
	Scanner Advanced Features	Auto exposure, Auto threshold, Auto detect color, Background smooth/removal, Auto detect size, Straighten content, Enhance content, Multi-streaming, Auto feed, Multi-feed detection sensor, Advanced multi-feed detection, Auto orient, Multi-color dropout, Channel color dropout, Edge erase, Delete blank page, Merge pages, Hole fill, Digital stamps, Metadata capture, PDF permissions, PDF digital signatures, Document separation (Blank page, Barcode, Zonal barcode, Zonal OCR)	
	ADF Capacity	Standard, 80 sheets	
	Duplex ADF scanning	Yes	
	Multi feed detection	Yes	
	Light source (scanning)	LED	
	Output resolution dpi settings	75; 150; 200; 240; 300; 400; 500; 600; 1200 ppi	
	Twain version	Windows: 32-bit and 64-bit TWAIN version 2.1; Mac: n/a	

	Bit depth / Grayscale levels	24-bit/256	
	Digital sending standard features	Scan to PC, Scan to USB Drive, Scan to Email, Scan to Network Folder, Scan to SharePoint, Scan to Shortcut, Scan to Cloud	
	Standard Connectivity	Ethernet 10/100/1000 Base-T, USB 3.0, WiFi 802.11 b/g/n, WiFi Direct	
	Wireless Capability	Yes, WiFi 802.11 b/g/n, WiFi Direct	
	Memory	Standard:1 GB	
	Processor Speed	ARM-1176 666 MHz /	
	Duty cycle (daily)	Recommended daily duty cycle: 7500 pages	
	Media Types Supported	Cut Sheet Paper, Printed Paper (Laser and ink), Pre-Punched Paper, Bank Checks, Business Cards, Freight Bills, Carbonless forms, Plastic Carrier sheets for easily damaged documents, Previously stapled media with staple removed, Plastic cards (up to 1.24 mm	
	Product dimensions	W x d x h: 12.2 x 7.8 x 7.5 in; Maximum: 12.2 x 17.7 x 12.6 in	
	Product Weight	8.8 lb	
	Control Panel	Control panel with a total of four buttons on the right side of the resistive touch panel (sleep/power, home, back, help buttons).	
	Compatible Operating Systems	Microsoft® Windows® (10, 8.1, 7, XP: 32-bit and 64-bit, 2008 R2, 2012 R2, 2016, 2019); MacOS (Catalina 10.15, Mojave 10.14, High Sierra 10.13); Linux (Ubuntu, Fedora, Debian, RHEL, Linux Mint, Open Suse, Manjaro); Citrix ready	
	Minimum System Requirements	PC: macOS Catalina 10.15,macOS Mojave 10.14, macOS High Sierra 10.13, Microsoft® Windows® 10, 8.1, 7, XP: 32-bit and 64-bit, 2008 R2, 2012 R2, 2016, 2019, 2 GB available hard disk space, CD-ROM/DVD drive or Internet connection, USB port, Microsoft® Internet Explorer; Mac: macOS Catalina 10.15,macOS Mojave 10.14, macOS High Sierra 10.13; 1 GB HD; Internet required; USB	
	Power	Power supply type: External power adapter; Power requirements: Input Voltage range: 90 - 264 VAC, Rated Frequency: 50 - 60HZ,	

		Worldwide use; Power consumption: 5.8 Watts (ready), 38 Watts (scanning), 1.9 Watts (sleep), 0.1 Watts (auto-off), 0.1 Watts (off)	
	Display Description	Resistive, RGB color and 2.8 ”touch panel with a resolution of 140 dpi (240 x 320 dots).	
	Warranty	One Year Standard Manufacturer Warranty	

ANEXURE-ZG

Payment Schedule

S#	Description	Payment
Lot 01		
1	Delivery, Installation & Configuration of Goods/Application after successful implementation as per scope of work	80%
2	60 days of go live	20%
3	Scanning & digitization services	As per actual
4	Comprehensive maintenance Support	Payment will be made post-paid on quarterly basis in equal instalments
Lot 02		
01	Successful delivery of Scanners	100%

*Payment shall be made to the supplier in PKR, the rate of conversion of dollar rate shall be selling rate of the date of purchase order.