

Bid Document

Tender No. ZTBL-12-2025

**PROCUREMENT, INSTALLATION & COMMISSIONING
OF UPS SYSTEM AT 100 ZTBL BRANCHES**



**ZARAI TARAQIATI BANK
LIMITED (ZTBL)**

June, 2025

PREFACE

This Bidding Document for PROCUREMENT, INSTALLATION & COMMISSIONING OF UPS SYSTEM AT 100 ZTBL BRANCHES has prepared by the Zarai Taraqiati Bank Limited (ZTBL), Islamabad in line with Standard Bidding Document for the Procurement of Goods & services 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 Taraqati 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 signing 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.

Parts of Bidding Documents for Procurement, Installation & Commissioning of UPS System at 100 ZTBL Branches

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-C – BID DOCUMENTS ANNEXURES

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

ZARAI TARAQIATI BANK LIMITED

Tender Notice

(Tender No. ZTBL-12-2025)

[PROCUREMENT, INSTALLATION & COMMISSIONING OF UPS SYSTEM AT 100 ZTBL BRANCHES]

Zarai Taraqiati Bank Limited, Head Office Islamabad, a Public Sector Bank, invites electronic bids on PPRA e-Pak Acquisition & Disposal System (EPADS) from manufacturers/authorized distributors/ suppliers etc. registered with Income Tax & Sales Tax Departments who are on FBR Active Taxpayers List for “**PROCUREMENT, INSTALLATION & COMMISSIONING OF UPS SYSTEM AT 100 ZTBL BRANCHES**”.

Bidding documents as per regulations, containing detailed terms and conditions, etc. are available at Procurement 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.

Bidders are required to submit their electronic bids through PPRA EPAD System (www.eprocure.gov.pk). Manual Bids shall not be accepted. However, the original bid security and original affidavits, as required in bid document, must be delivered to ZTBL on below mentioned address before bid submission closing date & time. Bids must be submitted through EPADS as per the following schedule:

Bid Submission Date & Time	22 July, 2025 @ 11:00 AM
Bid Opening Date & Time	22 July, 2025 @ 11:30 AM

Pre-bid meeting will be held on 07.07.2025 (11:00 AM) at Procurement Department, ZTBL Head Office, Islamabad.

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS & ZTBL Website. 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,
Head, Procurement Department,
General Services Division,
Zarai Taraqiati Bank Limited,
Head Office, Islamabad.
Email: haseeb.akhtar@ztbl.com.pk
Phone No. 051-9252798

Table Contents

Bid Document	i
Disclaimer	iv
Parts of Bidding Documents for Procurement, Installation & Commissioning of UPS System at 100 ZTBL Branches	v
PART-A	6
SECTION I: INVITATION TO BIDS	6
SECTION II: INSTRUCTION TO BIDDERS (ITBs)	9
A. INTRODUCTION	9
B. BIDDING DOCUMENTS	12
C. PREPARATION OF BIDS	15
D. SUBMISSION OF BIDS	23
E. OPENING AND EVALUATION OF BIDS	24
F. AWARD OF CONTRACT	33
G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM	35
H. MECHANISM OF BLACKLISTING	36
SECTION III: BID DATA SHEET Bid Data Sheet (BDS)	38
A. Introduction	39
B. Bidding Documents	39
C. Preparation of Bids	40
E. Opening and Evaluation of Bids	41
F. Award of Contract	43
G. Review of Procurement Decisions	43
Section IV. Eligible Countries	44
SECTION V: SCOPE, TECHNICAL SPECIFICATION	45
SCOPE OF WORK	46
Schedule of Requirements	50
SECTION VI: STANDARD FORMS FOR	51
Letter of Bid – Technical Proposal	52
Letter of Bid - Financial Proposal	54
Bidder Information Form (including experience)	56
Price Schedule Form	57
Manufacturer’s Authorization Form	60
Form of Bid Security	61
Letter of Acceptance (Format)	62
PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS	64
Form of Draft Contract	64
Definitions	66
Special Conditions of Contract (SCC)	82
SECTION IX: CONTRACT FORMS	90
Performance Security (or guarantee) Form	91
Integrity Pact	92
PART-C - BID DOCUMENTS ANNEXURES	93
ANNEXURE Z-A	94
Bidder Qualification Criteria Form	94
Technical Compliance Sheet	95

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 Goods & services s 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 goods & services s 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	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods & services s 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	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> 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;

		<ul style="list-style-type: none"> 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 Goods and Related Services	4.1	<p>For the purposes of these Bidding Documents, the Goods & services means all:</p> <ul style="list-style-type: none"> 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 Goods & services to be provided by the selected Bidder and as specified in the Contract.
	4.2	All 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 goods & services s. 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 are produced in or supplied from. An Goods & services 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 Goods & services shall not determine the origin of the goods.
	4.5	To establish the eligibility of the Goods and Services making Goods & services , 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 Goods & services 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	<p>The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>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</p>
	7.2	The bidder is required to submit the bid online through PPRA EPAD System.
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit	8.1	A prospective Bidder requiring any clarification of the Bidding Documents is required to submit the clarification through PPRA EPAD System.
	8.2	ZTBL will within three (3) working days after receiving the request for clarification, respond online through PPRA EPAD System 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	<p>Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.</p> <p>In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.</p>

	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 Goods & services 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

		<p>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:</p> <p>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.</p>
	9.3	<p>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:</p> <p>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.</p>

C. PREPARATION OF BIDS

10. Language of Bid	10.1	<p>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 BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.</p>
11. Documents Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ol style="list-style-type: none"> Form of Bid Details of the Sample(s) where applicable and requested in the BDS. 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 copied of NTN/STRN etc. In the case of a Bidder offering to supply and install Goods & services 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 goods & services in Pakistan (where applicable and requested in the BDS).

		<p>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).</p> <p>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.</p> <p>g. That the Bidder meets the qualification criteria (General, Technical & Financial) listed in the Bid Data Sheet.</p> <p>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 goods & services which the Bidder proposes to deliver. The documentary evidence of conformity of the goods and services making Goods & services s to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ol style="list-style-type: none"> a detailed description of the essential technical specifications and performance characteristics of the Goods; 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; Data Sheets of the Goods and services Any other procurement specific documentation requirement if stated in the BDS. <p>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 demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p> <p>a) Preliminary Project Plan (within timelines given by ZTBL) describing, among other things, the methods by which the</p>
--	--	---

		<p>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 Goods & services to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</p> <p>b) A written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all components of the Goods & services as required by the Bidding Documents.</p> <p>c) Bid security in accordance with ITB 18;</p> <p>d) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid;</p> <p>e) Affidavit of nonblack listing</p> <p>f) Any other document required in the BDS.</p>
12.		Covered in ITB 11
13.		Covered in ITB 11
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the 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 must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, 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):</p> <p>Provided that:</p> <p>a) where there is only one (substantially) responsive bidder, or</p>

		b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	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	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For goods manufactured within Pakistan</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>b) For goods offered from abroad:</p> <ol style="list-style-type: none"> 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	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p>a) For Goods: -</p> <ul style="list-style-type: none"> 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 <p>b) For Related Services</p> <ul style="list-style-type: none"> 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 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	<p>Prices shall be quoted in the following currencies:</p> <p>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.</p> <p>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.</p> <p>Note: The payment shall be made in PKR as per payment terms mentioned in schedule of payment. Payment shall be made to the supplier in PKR, if applicable; the rate of conversion of dollar rate shall be selling rate of the date of purchase order.</p>

	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) .
	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:

		<ul style="list-style-type: none"> 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
	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	<p>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:</p> <ul style="list-style-type: none"> (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42 , or furnishing the performance guarantee, pursuant to ITB 43 .
	18.9	<p>The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 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 Goods & services is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for Goods & services .
	19.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.2	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	The Bidder is required to submit their bid through PPRA EPAD System
23. Deadline for Submission of Bids	23.1	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	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal, Substitution, and Modification of Bids	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices 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 prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” OR “WITHDRAWAL” as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked 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 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 Bids through EPAD System, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals online through EPAD system in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.3	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.
	26.4	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.
	26.5	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.
	26.6	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 .
	26.7	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.

	26.8	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.9	A copy of the record of the Bid opening shall be furnished to individual Bidders upon request.
	26.10	In case of Single Stage Two Envelope 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 online through PPRA EPAD System of the technically accepted bids only.
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 made through PPRA EPAD System. 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: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder

	28.4	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 so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	<p>Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	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	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the</p>

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

		(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	<p>The Procuring Agency's evaluation of a Bid will take into account:</p> <ul style="list-style-type: none"> 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	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32:</p> <ul style="list-style-type: none"> 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	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p><i>(a) Delivery schedule.</i></p> <p>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.</p> <p><i>(b) Deviation in payment schedule.</i></p> <p>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.</p> <p><i>(c) Cost of spare parts (if required in technical requirement section)</i></p> <p>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.</p> <p style="text-align: center;">Or</p> <p>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.</p> <p style="text-align: center;">Or</p> <p>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.</p> <p><i>(d) Operating and maintenance costs</i></p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the BDS or in the Technical Specifications.</p> <p><i>(e) Specific additional criteria.</i></p>
------	--

		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.
6. Abnormally Low Financial Proposal	36.1	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <p>(a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</p> <p>(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</p> <p>(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for Procuring Agency:</p>

		<p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (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	<p>Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.</p> <p>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>
	36.5	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 Bidding documents; c. a minor amendment to the special conditions of Contract; d. finalizing payment arrangements; e. delivery arrangements; f. the methodology for provision of related services; or g. clarifying details that were not apparent or could not be finalized at the time of Bidding;
	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 accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of 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 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: <ul style="list-style-type: none"> 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 Goods & services 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.

A. Introduction

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	1.1	Name of Procuring Agency: ZARAI TARAQIATI BANK LIMITED (ZTBL) The Description (as specified in IFB) of the System is: [PROCUREMENT, INSTALLATION & COMMISSIONING OF UPS SYSTEM AT 100 ZTBL BRANCHES] Period for delivery: <i>[as per SECTION V of the bid document]</i> Commencement date for delivery: <u>Date of Purchase Order</u>
2.	2.1 & 2.2	Financial year for the operations of the Procuring Agency: FY 2025 Name of Project: PROCUREMENT, INSTALLATION & COMMISSIONING OF UPS SYSTEM AT ZTBL BRANCHES Name and identification number of the Contract: Tender No. ZTBL-12-2025
3.	3.1	Joint Venture is Allowed
4.	4.6	Demonstration of quoted solution from all or any bidder is required at ZTBL option.

B. Bidding Documents

1.	7.2	The bidder is required to submit the bid online through PPRA EPAD System.
2.	8.1	The contact details of ZTBL POCs is as following; Primary Contact Address Dr. Haseeb Akhtar, Vice President, Head, Procurement Department, Zarai Taraqati Bank Limited Head Office, Islamabad Email: haseeb.akhtar@ztbl.com.pk Phone No. 051-9252798

		Alternate contact address: Engr. Asim Inayat Vice President Head, Assets & Logistics Department Zarai Taraqiati Bank Limited Head Office, Islamabad Email: asim.inayat@ztbl.com.pk Phone No. 051-9252700 (Bidders are required to raise any query/clarification through PPRA EPAD System)
	8.5	Pre-bid meeting will be held on 07.07.2025 at 11:00AM at Procurement Department, ZTBL Head Office Islamabad. Bidders can also submit request for any clarifications through email.

C. Preparation of Bids

5.	10.1	The Language of all correspondences and documents related to the Bid is: English
6.	11.1 (d)	d) The authorization from the manufacture is required. (The bidder should be authorized to participate in the tender or should be authorized distributor in Pakistan for quoted solution)
7.	11.1 (e)	If requested in bidder qualification criteria in Annexure Z-A.
8.	11.1 (g)	<ul style="list-style-type: none"> Qualification criteria (General, Technical & Financial) is given at ANNEXURE Z-A , ANNEXURE Z-B, and DEMO (if required to verify the quoted items)
9.	11.1 (h/d)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid. <ul style="list-style-type: none"> Quoted product data sheets (if applicable)
10.	15.6	All hidden local costs, the cost of product, inland transportation, insurance, incidental or allied services (if required) etc. shall be integral part of quoted price.
11.	15.7	The price shall be Delivered duty paid (DDP)
12.	16.1 (a)	<ul style="list-style-type: none"> For Goods & services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i>; For Goods & services originating outside Pakistan, the Bidder shall express its Bid in US Dollar Only.
13.	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.

14.	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.
15.	17.1	The Bid Validity period shall be 150 days .
16.	18.1	The amount of Bid Security shall be 01 Million PKR . 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 ZTBL prior to ZTBL before closing date of submission of bid.
17.	18.3	The Bid Security shall be in the form of: CDR/PO/Banker cheque
18.	18.3 (b)	Only Bid Security in shape of CDR/PO is required. Other forms of security are not acceptable
19.	19.1, 19.3	Alternative Bids are not be permitted
20.	21.1	The bidder is required to submit the bid online through PPRA EPAD System Only. The original bid security and original affidavits will be submitted online as well as in hard form.
21.	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

22.	22.1	Open Competitive Bidding. <u>Single stage - two envelope</u> bidding procedure as defined in PPRA Rule 2004, Clause 36 (b) will be used for this procurement.
23.	22.2 (a)	Bid shall be submitted online through EPAD System
24.	22.2 (b)	Title of the subject Procurement or Project name: [PROCUREMENT, INSTALLATION & COMMISSIONING OF UPS SYSTEM AT 100 ZTBL BRANCHES] Tender No: ZTBL-12-2025
25.	23.1	The deadline for Bid submission through EPADS is a) Day: [Tuesday] b) Date: [22.07.2025] c) Time: [11:00AM]

E. Opening and Evaluation of Bids

26.	26.1	The Bid opening shall take place online through EPAD System at: IT Conference Room,
-----	------	---

		Zarai Taraqati Bank Limited 3rd floor annexed building 1 Faisal Avenue Zero Point Head Office, Islamabad. 051-9252798 Day: [Tuesday] Date: [22.07.2025] Time : [11:30AM]
27.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[Pak Rupees]</i> 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
28.	33.2	The technical bids shall be evaluated on following basis; <ul style="list-style-type: none"> • Compliance to Bidder Qualification Criteria (Annexure Z-A) • Compliance to Scope of work & Technical Specifications (Annexure Z-B)
29.	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).
30.	33.5 (b)	The financial bids of technically compliant bidders shall be evaluated basis of price schedule, Delivery schedule. <i>as per SECTION V of the bid document</i>
31.	33.5 (c)	Deviation in payment schedule is not acceptable. In case of any conflict, the payments terms of PA shall prevail.
32.	33.5 (d)	Cost of spare parts: cost of such spare parts is required which are would be not covered in warranty i.e replacement of burnt power supply or board due to ZTBL fault.
33.	33.5 (e)	Spare parts replacement under warranty is applicable in this case
34.	33.5 (f)	Operating and maintenance costs: As per SLA for three years
35.	33.6(c)	Spare parts and after sales service facilities in Pakistan. [SLA support as per SLA is required]
36.	33.6(d)	Operating and maintenance costs. As per Price schedule
37.	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 and annexures.

38.	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.
39.	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		
40.	40.1	Percentage for quantity increase or decrease is [15%].
41.	43.1	<i>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.</i>
42.	43.2	The Performance Guarantee shall be in the form of Bank Guarantee/CDR valid till
43.	44.1	No Advance Payment shall be made.
44.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

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

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

**SECTION V: SCOPE,
TECHNICAL SPECIFICATION**
And SCHEDULE OF REQUIREMENTS

SCOPE OF WORK

Objective

ZTBL intends to procure, install, and commission uninterruptible power supply (UPS) systems at its various 100 ZTBL branches nationwide to ensure uninterrupted power to essential banking operations and IT infrastructure.

Scope of Work

The scope of work is as following.

Procurement & Supply of 03 KVA UPS system

- Supply of brand-new online pure sine wave high frequency UPS systems 03 kVA.
- Supported Battery Type: Lithium Battery
- AVR systems (5 kVA)
- Cabinet for UPS and battery
- Installation and commissioning

Technical Specifications

Description	Technical Specifications
PHASE	Single phase with ground
CAPACITY	3000 VA
Load	2400 watts
Backup time	Minimum 1 hour 45 minutes to 02 Hours on 2400 load
INPUT	
Nominal Voltage	230 VAC
Voltage Range	176VAC-280 VAC @100% load 110 VAC @ 280VAC @50% Load
Frequency Range	56~64Hz or 46~54Hz
Power Factor	≥ 0.98 @ nominal voltage (100% load)
Input Connection	Terminal Block
OUTPUT	
Output Voltage	220/230/240 VAC (Selectable)
AC Voltage Regulation (Batt. Mode)	$\pm 1\%$
Frequency Range (Synchronized Range)	56~64Hz or 46~54Hz
Frequency Range (Batt. Mode)	50Hz /60Hz ± 0.1 Hz
Charging Current	50A and above
Output Connection	Terminal
Current Crest Ratio	3:1
Harmonic Distortion	$\leq 3\%$ THD (Linear Load) $\leq 5\%$ THD (Non-linear Load)

Transfer Time			
AC Mode to Batt. Mode	Zero		
Inverter to Bypass	4 msec		
Waveform (Batt. Mode)	Pure Sinewave		
EFFICIENCY			
AC Mode	90%		
Battery Mode	90%		
Efficiency at High Load	90–95%		
MANAGEMENT			
Communication	Rs-232/USB/ SNMP		
GENERAL			
Operation Humidity	0-95 % Relative Humidity (non-condensing)		
Maintenance	Low		
Working Temperature	0- 50°C		
Humidity Resistance	High – better sealing and design		
Ventilation Needs	Low – Li-ion is sealed and gas-free		
Noise Level	<50 dB		
Protections	Overload, Short circuit, Under & Over Voltage, Battery Low.		
Remote Monitoring	Equipped with monitoring device for remote monitoring and control		
Surge Protection	Up to 600 Joules		
Warranty	03 Years comprehensive warranty of UPS, Batteries and AVR		
BATTERY SPECIFICATIONS			
Battery Type	Lithium Battery		
Cell Type	LiFePO4		
Nominal Voltage	48 V		
Total Capacity	100 Ah		
Total Energy (Wh)	4,800 Wh		
Usable Energy (50-80% DoD)	~3,840 Wh (80% DoD)		
Battery Type	Lithium-Ion		
Size & Footprint	Compact		
Maintenance	Maintenance-free		
Efficiency	~95%		
Battery Lifespan	10 years		
Backup Time	01h:45m to 02 hours minimum on 2400 watt load		
05 kVA AVR SPECIFICATIONS			
INPUT	Phase		Single Phase
	Voltage		AC 100V-260V
	Frequency		50/60Hz
OUTPUT	Phase		Single Phase
	Voltage		220V±2.5%
	Frequency		50/60Hz

	Servo motor control	
Technology	Servo motor control	
Under load Voltage Protection	YES	
Over load Voltage Protection	YES	
Delay Time	6/180S	
Over load & short circuit protection	YES	
Bypass function	YES	
Surge Protection	YES	
Protection Class	IP20	
Display	LCD meter	

Branch load calculation

The branch load is 2400 watts for following items:

Name of Item	Load value
Two Desktop systems	02
One printer	01
Two fans	02
lights	04
Network switch	01
CCTV NVR	01
Cash Sorting Machine	01
Note: Items can be increased/decreased as per 2400 watt load capacity	

Installation & Commissioning

- Installation of UPS and AVR systems at 100 designated ZTBL branches.
- Installation and integration of batteries and monitoring system.
- Configuration of network-based remote monitoring system.
- Shifting of load on UPS system, which includes all the electric work.
- The installation shall also include installation of required ancillary items such as breakers, electric cable, ducts, switch board etc. The payment of such ancillary items shall be made as per actual basis.

Testing & Validation

- Load testing of each UPS system to validate performance and backup time
- Functional testing of AVR systems to confirm voltage regulation and protection features.
- Testing of centralized online monitoring and ensuring connectivity with central monitoring console (if applicable).

Documentation & Training

- Provide product manuals, warranty certificates, and installation reports.
- Conduct basic operational and maintenance training for branch IT/support staff.

Warranty & Support

- Three-year comprehensive onsite warranty for all equipment and components.
- Post-installation support for troubleshooting and replacement within defined SLA.
- The bidder will be responsible to ensure proper load management of UPS/AVR/Batteries during the SLA period. The vendor shall be responsible for repair/replacement of parts, batteries etc during the SLA period.
- The service level agreement shall be for three years. Bidder would be responsible for one mandatory visit in each quarter to ensure proper maintenance of UPS system.

Price of spare parts/batteries

- Bidder shall provide the price of spare parts, by attaching price list with price schedule, for such incidents which are not covered under warranty such as burnt of power supply/board etc. The matter for such incidents will be decided mutually. In case of conflict decision of the procuring agency will be final.

[The detailed technical compliance sheet is given at Annexure Z-B]

Schedule of Requirements

Price Schedule:

[Bidders are required to quote prices as per Price schedule form given at Section VI]

Delivery Schedule:

- The delivery timelines are as following;
 - a. The Vendor shall complete the deliverables of **100 selected branches** as specified under “Scope of Work (SoW)” section of this Bidding Document at ZTBL designated branches/sites within **06 months** after issuance of Purchase Order.
 - b. In case supplier fails to timely deliver items/services, a penalty equivalent to 1% total value of delayed items may be deducted from the Performance Security or vendor invoice on per calendar week basis.
 - c. Delivery should be at ZTBL designated sites shared by ZTBL digital operations department. In case the vendor failed to deliver the deliverables within given time, the bank reserves the right to impose laid delivery charges, forfeiture Bank Guarantee after reasonable delayed time and termination of contract.

Payment terms:

The payment terms are as following;

S#	Description	Payment
1.	Payment of 100 UPS system will be made on successful delivery, installation, configuration and Go-Live.	100%
2	Quarterly Payment of maintenance support after Go-Live (Payment will be made in PKR in equal quarters of SLA)	100%
4	Payments of spare parts	100% payment of replaced spare parts (which are not covered it warranty/SLA).

Note:

- i. Payment shall be made to the supplier in PKR, if applicable; the rate of conversion of dollar rate shall be selling rate of the invoice date.
- ii. ZTBL reserves the right to process the partial payment (if required), by recording the reasons of partial payment.
- iii. Payment of support should be in PKR however pricing of imported spare parts can be quoted be in dollars.

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

Table of Forms

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

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) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture <input type="checkbox"/> 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)

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 Goods & services 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 Clause 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 of support/ maintenance, and all offerings as part of this RFP on part of the bidder.

1	2	3	4	5	6	7
S/N	Description of Goods	Qty	Unit	Taxes	Unit Price	Total price of 50
1.	UPS (As per specifications given in the bid document)	100				
2.	Battery (As per specifications given in the bid document)	100				
3.	AVR- 5KVA (As per specifications given in the bid document)	100				
4.	Installation charges	100 sites				
5.	Ancillary items required for installation of UPS system					
i.	Input Cable 4mm	Per meter				
ii.	Output Cable 6mm	Per meter				
iii.	Input Breaker 32 Amps	each				
iv.	Output Breakers 16mm	each				
v.	Duct 16 × 38 Adam Jee Dura Length	Per length				
vi.	Earth Cable 4mm	Per meter				
vii.	Industrial Socket	each				
viii.	5 Meter patch cord for Network Connectivity	each				
ix.	Industrial Socket	each				
x.	Power Plug premium quality	each				
xi.	Power Sockets 16	each				
xii.	DB Box 8 Point Plastic	each				
xiii.	Surge Protection	each				
xiv.	Flexible Pipe per feet	Per feet				

6.	<i>Attach price of spare parts of UPS and AVR (Only for payment of parts not covered in warranty/SLA)</i>	<i>As per actual</i>				
<i>Total (only 01 to 4)</i>						

- Note:*
- In case of discrepancy between unit price and total, the unit price shall prevail.
 - All prices inclusive of all governing and prevailing taxes.
 - The Price of parts shall be valid during SLA. Bidders can quote the imported parts in US Dollar.
 - The price of Serial 4 & 5 shall not be used for financial evaluation. These items are required on need basis.
 - Any ancillary item not listed in the price schedule shall be charged as per actual basis. Procuring agency reserve the right to mutually adjust the price of ancillary items as per other bidders proposals/market.

Note: - - indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	

Manufacturer’s Authorization Form

*[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 Affidavit on non-judicial stamp paper confirming that the bidding firm has never been black-listed and there is no conflict of interest.

Form for Affidavit of Blacklisting

Tender No. ZTBL-12-2025

Bid Title: _____

In the context of above stated tender, We M/s _____, hereinafter referred as “bidding firm”, hereby solemnly state and confirm:

i.

That as of today, we have never been blacklisted by any Govt./Semi Govt./Autonomous organization all over Pakistan.

ii.

That hiring of M/s _____ for the above mentioned assignment, by its nature, is not in conflict with another assignment of the bidding firm.

Signed _____

Name _____

In the capacity of _____

Authorized to Sign for and on behalf of M/s _____

Date _____

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS
Form of Draft Contract
(To be signed with Successful bidder)

THIS AGREEMENT made the _____ day of _____, 2025 between *Zarai tarqati bank limited (ZTBL)* 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., *[Procurement of XXXXXXXXX Tender No. ZTBL-12-2025]* 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:-
 - I. This form of Contract;
 - II. the Form of Bid and the Price Schedule submitted by the Bidder;
 - III. the Schedule of Requirements;
 - IV. the Technical Specifications;
 - V. the General Conditions of the Contract;
 - VI. the special conditions of the contract;
 - VII. the Procuring Agency’s Letter of Acceptance;
 - VIII. The purchase order issued by ZTBL; and
 - IX. Any other formal communication between parties
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.

For

M/s.

NAME

For

ZARAI TARAQIATI BANK LTD.

NAME

SIGNATURE & OFFICIAL STAMP

SIGNATURE & OFFICIAL STAMP

WITNESS:

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

GENERAL CONDITIONS OF THE CONTRACT (GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	“Authority” means Public Procurement Regulatory Authority.
		b)	The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 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)	“Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under 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
		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)	“SCC” means the Special Conditions of Contract.
		n)	“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 .
		o)	“Project Name” means the name of the project stated in SCC .
		p)	“Day” means calendar day.
		q)	“Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		r)	“End User” means the organization(s) where the goods will be used, as named in the SCC .
		s)	“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.
		t)	<p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>

		u)	“Specification” means the Specification of the Goods and services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
		v)	The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		w)	“Defective Goods” are those goods which are below standards, requirements or specifications.
		x)	“Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.
2.	Application and interpretation	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p> <p>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.</p>
		2.2	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3	Conditions Precedent	3.1	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	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the bid document, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8	Use of Contract Documents and Information; Inspection and Audit by the	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection

	Government of Pakistan		<p>therewith, to any person other than a person employed by the Supplier in the performance of the Contract.</p> <p>Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p>
		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 8.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9	Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10	Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and

			denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC. The procuring agency may extend the date as per its sole discretion.
		10.2	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.
		10.3	The Performance Security (or 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. c) CDR (valid till the completion of contract) d) Any other instrument allowed by procuring agency
11	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the 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.
		11.2	If any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.3	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.4	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

			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.
12	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14	Insurance	14.1	The Goods supplied 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.
15	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier

			at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16	Related Services	16.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> 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 the contract. 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 supplied Goods. f) Any other related services required in RFP
		16.2	<p>Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>If required, the procuring agency may also conduct the market survey of such additional related services and supplier shall match the price as per market survey conducted by procuring agency.</p>
17	Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and

			<p>information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b) In the event of termination of production of the spare parts:</p> <p>i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</p> <p>ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
18	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied 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 under this Contract shall have no defect, arising from design, materials, or workmanship (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 Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
		18.3	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.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC/SLA and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination
		18.5	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.

19	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract has been specified in RFP/SCC.
		19.2	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 pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice or claim by the Supplier, subject to satisfactory delivery and error free invoice documents.
		19.4	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 Bid document.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20	Prices	20.1	The contract price shall be as specified in the Letter of Intent or Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed 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.
21	Change Orders	21	<p>The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; a) The method of shipment or packing; b) The place of delivery; and/or c) The Services to be provided by the Supplier.

		21.2	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.
		21.3	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.
22	Contract Amendments	22.1	Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23	Assignment	23.1	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.
24	Sub-contracts	24.1	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.
		24.2	Subcontracts must comply with the provision of GCC Clause 5.
25	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by /the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	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. The request for extension of delivery timelines shall be submitted before completion of original delivery timelines.
		25.3	Except as provided under GCC Clause 28, 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 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26	Liquidated Damages	26.1	Subject to GCC Clause 28, 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 schedule of requirements/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 26.
27	Termination for Default	27.1	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.
		27.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> 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 pursuant to GCC Clause 24; or b) The Supplier fails to perform any other obligation(s) under the Contract; c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; d) The supplier has abandoned or repudiated the contract. e) The Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f) A payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment; g) The Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and h) If the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive,

			collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		27.3	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.
		27.4	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.
28	Termination for Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, 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
		28.2	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.
29	Termination for Insolvency	29.1	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.
30	Termination for Convenience	30.1	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.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, 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.
31	Disputes Resolution	31.1	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.
		31.2	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.
32	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	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.
33	Replacement of Arbitrator	33.1	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
34	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8, 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 the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35	Notices	35.1	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.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	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.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
		36.4	In case of change of tax rates by FBR/GoP the quoted taxes shall be charged as per actual.

37	Contract Validity & renewal	37.1	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).
		37.2	The contract period may be renewed on annual basis/need basis with mutual consent of both parties.
38	Other Special Conditions of Contracts	38.1	The other conditions pf the contract such as Service Level Agreement etc. shall be as given in 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: <i>[ZTBL through its Head GSD]</i>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>[as per RFP]</i>
		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
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is Pakistan
		Performance Security (or guarantee) (GCC 10)
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>10% or mentioned in bid document</i>
8.	10.4	After delivery and acceptance of the Goods, <i>10% or mentioned in bid document</i> percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final

		<p>acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.</p> <p>After the delivery of goods at designated sites the procuring agency shall again inspect that goods are delivered as per requirements.</p>
	Packing (GCC Clause 12)	
10.	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.</p>
	Delivery and Documents (GCC Clause 13)	
11.	13.3	<p>For Goods from within Pakistan:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

	Insurance (GCC Clause 14)	
12.	14.1	The Insurance (if required by bidder) shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
	Related Services (GCC Clause 16)	
13.	16.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 16]</i>
	Spare Parts (GCC Clause 17)	
14.	17.1	Additional spare parts requirements are: N/A
	Warranty (GCC Clause 18)	
15.	18.2	<p>GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be <u>30 days</u> from date of acceptance of the Goods or 30 days from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;">or</p>

		<p>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees.</p> <p>The rate of these liquidated damages shall be <u>05 percent per week</u> of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
16.	18.4 & 18	The period for correction of defects in the warranty period is: 10 days
	Payment (GCC Clause 19)	
17.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	19.2	<p><u>Payment for Goods and Services supplied from within Pakistan:</u></p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>I. Payment terms: The payment terms mentioned in RFP schedule of requirements shall prevail.</p> <p>II. Advance Payment: No advance payment shall be made.</p> <p>III. On Acceptance: The Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
	19.3	No interest shall be paid on late payment by procuring agency
	Prices (GCC 20)	
18.	20.1	<p>Prices shall be adjusted in accordance with provisions in the Attachment to SCC.</p> <p><i>[Price adjustment is not applicable in this case]</i></p>
	Liquidated Damages (GCC Clause 26)	
19.	25.1	<p>Applicable rate: <i>[05% per week]</i></p> <p>Maximum deduction: is equal to the performance security.</p>
	Procedure for Dispute Resolution (GCC Clause 32)	
20.	32.3	<p>For Contracts to be entered with nationals of Pakistan:</p> <p>1. If any dispute of any kind whatsoever shall arise between the</p>

		<p>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.</p> <p>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.</p> <p>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 [Islamabad] and proceedings will be conducted in – [English] language.</p> <p>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.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>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.</p>
	Notices (GCC Clause 35)	
21.	35.1	<p>– Procuring Agency’s address for notice purposes:</p> <p>Mr. Asim Inayat, Head, Assets & Logistics Department, ZTBL Head Office, Zero Point Islamabad.</p> <p>– Supplier’s address for notice purposes:</p>
22.	37.1	The contract initially validity shall be 03 years/ as mentioned in scope of work. The bidder shall perform its obligations as per scope of contract and in line with issued purchase order (s).
23.	37.2	The contract period may be renewed on annual basis/need basis with mutual consent of both parties.

24.	38.1	<div><div>SERVICE LEVEL AGREEMENT</div><div>A. GENERAL</div><div>Scope of Services</div><div>Support shall remain available around the clock 24/7/365 for rectification of failure/break downs of UPS.</div><div>For quick disposal of remedial maintenance call, vendor shall keep sufficient Technical / HR.</div><div>Vendor will ensure back end support for any configuration and problem rectification.</div><div>Provide telephonic support in case of minor operational problems which may not require site visit.</div><div>Suggest any service improvement & security enhancement plan as per the best practices standards from Regulator i-e SBP.</div><div>A dedicated Project Manager will be assigned for the project who will present outcomes to the ZTBL’s Management on monthly basis.</div><div>B. MAINTENANCE SERVICES</div><div>i. SEVERITY LEVEL & RESPONSE TIME of SLA</div><div>Under the terms of this agreement, the vendor will provide comprehensive Support, configuration, management and maintenance of required solution. The support period will start from the date of Installation of UPS system.</div><div>The SLA of services to be provided is categorized below. Resolution Time calculation: working hours from 0900 to 1750 from Monday to Friday</div><div>All issues should be logged by the end user on the Bank’s provided IT Service management solution (haloitsm.ztbl.com.pk) or vendor compliant management system or through emails.</div><div>a. <u>Response VS Resolution:</u></div><table><tr><th>Severity Level</th><th>Scenarios</th><th>Response Time</th><th>Target Resolution Time</th><th>Penalty</th></tr><tr><td>High</td><td>Service affecting fault<ul style="list-style-type: none">UPS system failureZero or less than 30 minutes backup</td><td>4 hours</td><td>< 24 hours</td><td>As per penalty clause</td></tr><tr><td>Medium</td><td>Service interrupting fault<ul style="list-style-type: none">Low battery backupSome features are working in-correctlyLoad management</td><td>6 hours</td><td>< 48 hours</td><td>As above</td></tr><tr><td>Low</td><td><ul style="list-style-type: none">Other issues</td><td>8 hours</td><td>1 week</td><td>As above</td></tr></table><div>Note: Bidder shall remediate any vulnerabilities identified as per timeline defined in Technical vulnerability management procedure of ZTBL. Delays shall invoke the penalty clauses.</div></div>	Severity Level	Scenarios	Response Time	Target Resolution Time	Penalty	High	Service affecting fault <ul style="list-style-type: none">UPS system failureZero or less than 30 minutes backup	4 hours	< 24 hours	As per penalty clause	Medium	Service interrupting fault <ul style="list-style-type: none">Low battery backupSome features are working in-correctlyLoad management	6 hours	< 48 hours	As above	Low	<ul style="list-style-type: none">Other issues	8 hours	1 week	As above
Severity Level	Scenarios	Response Time	Target Resolution Time	Penalty																		
High	Service affecting fault <ul style="list-style-type: none">UPS system failureZero or less than 30 minutes backup	4 hours	< 24 hours	As per penalty clause																		
Medium	Service interrupting fault <ul style="list-style-type: none">Low battery backupSome features are working in-correctlyLoad management	6 hours	< 48 hours	As above																		
Low	<ul style="list-style-type: none">Other issues	8 hours	1 week	As above																		

		<div>DESCRIPTION OF SERVICES</div> <div>The following table summarizes all the services covered alongside the support level</div> <table><tr><th>Service</th><th>Support</th><th>Delivery</th></tr><tr><td>Services defined in the scope of work.</td><td><div><div>▪ Installation & Configuration</div><div>▪ Maintenance Administration</div><div>▪ Upgrades (Security/Others)</div><div>▪ Preventive maintenance KPIs for Health Check</div><div>▪ Troubleshooting</div></div></td><td>On-Site</td></tr></table> <div><div>The <i>Principal Period of Maintenance (PPM)</i> for this agreement is; 24x7 for all issues.</div><div>ii. Service logging and request initiation with Vendor.<div>a) Log the ticket directly on the incident management system’s portal i-e haloitsm.ztbl.com.pk or through email.</div></div><div>iii. Response Time from Vendor’s Team<div>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 to user’s desk.</div><div>b) Wherever problem is not resolved telephonically and necessitated by ZTBL, Supplier engineer/Official shall visit the user’s desk to resolve the issue.</div></div><div>iv. Location &Response Time:<table><tr><td>Description</td><td>Time</td></tr><tr><td>Complaint registration</td><td>24x7x365</td></tr><tr><td>Response Time</td><td>As per SLA of services to be provided</td></tr></table></div><div>Location:<div>ZTBL Head Office, Islamabad</div></div><div>v. TECHNICAL RESOURCE ARRANGEMENT<div>a) The supplier will maintain sufficient certified technical resources at Islamabad/Rawalpindi for immediate resolution of complaints.</div></div><div>C. PENALTY<div>ZTBL shall impose penalty upon breach of SLA terms & conditions and delayed remedial maintenance as per following KPIs.</div></div></div>	Service	Support	Delivery	Services defined in the scope of work.	<div><div>▪ Installation & Configuration</div><div>▪ Maintenance Administration</div><div>▪ Upgrades (Security/Others)</div><div>▪ Preventive maintenance KPIs for Health Check</div><div>▪ Troubleshooting</div></div>	On-Site	Description	Time	Complaint registration	24x7x365	Response Time	As per SLA of services to be provided
Service	Support	Delivery												
Services defined in the scope of work.	<div><div>▪ Installation & Configuration</div><div>▪ Maintenance Administration</div><div>▪ Upgrades (Security/Others)</div><div>▪ Preventive maintenance KPIs for Health Check</div><div>▪ Troubleshooting</div></div>	On-Site												
Description	Time													
Complaint registration	24x7x365													
Response Time	As per SLA of services to be provided													

		<p>i. For Support Services:</p> <table><tr><th>Delay</th><th>Penalty/ Deduction</th></tr><tr><th>Delay after the defined resolution time</th><th>Deduction from quarterly payable amount</th></tr><tr><td>Delayed Per Hrs.</td><td>2%</td></tr></table> <p>If delay of resolution exceeds two calendar week, the 50% quarterly payment against the particular UPS system will be deducted. After 04 weeks 100% of the quarterly payment against the particular UPS system will be deducted. For calculation ZTBL will divide the total SLA amount with total number of branches.</p> <p>D. ESCALATION PROCEDURE</p> <p>Bidder will provide the escalation matrix with complete details on the individuals and Technical Account Manager/Support Officer with proper details.</p> <table><tr><th>Escalation Level</th><th>Contact Details</th><th>Department</th><th>Designation</th><th>Email</th><th>Contact</th></tr><tr><td>Level – 1</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Level – 2</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Level – 3</td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>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.</p> <p>i. DOCUMENTATION</p> <p>b. Bidder will maintain support record which will be submitted with each quarterly payment.</p> <table><tr><th>Support Request</th><th>Date</th><th>Time</th><th>Support Description</th><th>Category H/M/L</th><th>Action taken</th><th>Action Guide Provided</th><th>Support Request closed Date & Time</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Delay	Penalty/ Deduction	Delay after the defined resolution time	Deduction from quarterly payable amount	Delayed Per Hrs.	2%	Escalation Level	Contact Details	Department	Designation	Email	Contact	Level – 1						Level – 2						Level – 3						Support Request	Date	Time	Support Description	Category H/M/L	Action taken	Action Guide Provided	Support Request closed Date & Time								
		Delay	Penalty/ Deduction																																													
		Delay after the defined resolution time	Deduction from quarterly payable amount																																													
		Delayed Per Hrs.	2%																																													
		Escalation Level	Contact Details	Department	Designation	Email	Contact																																									
		Level – 1																																														
		Level – 2																																														
		Level – 3																																														
		Support Request	Date	Time	Support Description	Category H/M/L	Action taken	Action Guide Provided	Support Request closed Date & Time																																							
<p>ii. OBLIGATIONS OF THE ZTBL</p> <p>The customer shall:</p> <p>c. Provide a suitable installation environment</p> <p>d. Use the services strictly in accordance with the administration guides.</p> <p>e. Permit bidders, its employees full access to the environment necessary for support and installation services.</p> <p>f. Not permit other persons to perform any activity on the systems.</p>																																																

SECTION IX: CONTRACT FORMS

Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

[Buyer]

[Seller/Supplier]

PART-C – BID DOCUMENTS ANNEXURES

ANNEXURE Z-A

Bidder Qualification Criteria Form

S#	Condition	Requirement/ Document to be attached	Enclosed? Yes/ No	Proposal Page Ref.
1	Authorization of Tender	The bidder authorized representative shall sign the bid (use digital signatures/certificate or attach scanned proposal through EPADS) Please also attach authorization on stamp paper.		
2	Bid Validity is 150 Days	Clearly mention in the Bid		
3	Bid Security	Bid Security as specified in Section 14		
4	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.	Bidder's association with Principal/manufacturer	Principal's authorization Certificate/Authorization Letter for UPS system		
iii.	Bidder has technical capabilities to provide support services / assistance during active period of Contract.	Bidder will present the CV of Certified Engineer.		
iv.	Bidders registration	Bidding firms shall be registered / incorporated in Pakistan with relevant authority. Bidding firm should have existence in Pakistan for at least 05 years as on "Deadline / Last Date for Submission of Bids". Certificate of incorporation / registration in Pakistan.		
v.	Past Experience	Bidding company must have provided minimum 50 UPS to any organization in last two years in Pakistan. Reference PO/agreement be attached please.		
vi.	Affidavit for not being blacklisted	Affidavit that the vendor is not blacklisted by the Government or Semi Government Organization on non-judicial stamp paper.		
vii.	Audited Financial statements for last 3 years	Audit financial statement is required for last three years (if audit of last year is in progress or pending the audited financial statement of next last year must be attached) Or provide bank statement having ended balance of minimum 30 million rupees.		

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 _____

ANNEXURE-Z-B

Technical Compliance Sheet

Description	Technical Specifications	Compliance Status Yes/NO
PHASE	Single phase with ground	
CAPACITY	3000 VA	
Load	2400 watts	
Backup time	Minimum 1 hour 45 minutes to 02 Hours on 2400 load	
INPUT		
Nominal Voltage	230 VAC	
Voltage Range	176VAC-280 VAC @100% load 110 VAC @ 280VAC @50% Load	
Frequency Range	56~64Hz or 46~54Hz	
Power Factor	≥ 0.98 @ nominal voltage (100% load)	
Input Connection	Terminal Block	
OUTPUT		
Output Voltage	220/230/240 VAC (Selectable)	
AC Voltage Regulation (Batt. Mode)	± 1%	
Frequency Range (Synchronized Range)	56~64Hz or 46~54Hz	
Frequency Range (Batt. Mode)	50Hz /60Hz ± 0.1Hz	
Charging Current	50A and above	
Output Connection	Terminal	
Current Crest Ratio	3:1	
Harmonic Distortion	≤ 3% THD (Linear Load) ≤ 5% THD (Non-linear Load)	
Transfer Time		
AC Mode to Batt. Mode	Zero	
Inverter to Bypass	4 msec	
Waveform (Batt. Mode)	Pure Sinewave	
EFFICIENCY		
AC Mode	90%	
Battery Mode	90%	
Efficiency at High Load	90–95%	
MANAGEMENT		
Communication	Rs-232/USB/ SNMP	
GENERAL		
Operation Humidity	0-95 % Relative Humidity (non-condensing)	
Maintenance	Low	
Working Temperature	0- 50°C	
Humidity Resistance	High – better sealing and design	
Ventilation Needs	Low – Li-ion is sealed and gas-free	
Noise Level	<50 dB	
Protections	Overload, Short circuit, Under & Over Voltage, Battery Low.	
Remote Monitoring	Equipped with monitoring device for remote monitoring and control	
Surge Protection	Up to 600 Joules	
Warranty	03 Years comprehensive warranty of UPS, Batteries and AVR	
BATTERY SPECIFICATIONS		
Battery Type	Lithium Battery	
Cell Type	LiFePO4	
Nominal Voltage	48 V	

Total Capacity	100 Ah	
Total Energy (Wh)	4,800 Wh	
Usable Energy (50-80% DoD)	~3,840 Wh (80% DoD)	
Battery Type	Lithium-Ion	
Size & Footprint	Compact	
Maintenance	Maintenance-free	
Efficiency	~95%	
Battery Lifespan	10 years	
Backup Time	01h:45m to 02 hours minimum on 2400 watt load	
05 kVA AVR SPECIFICATIONS		
INPUT	Phase	Single Phase
	Voltage	AC 100V-260V
	Frequency	50/60Hz
OUTPUT	Phase	Single Phase
	Voltage	220V±2.5%
	Frequency	50/60Hz
	Servo motor control	
Technology	Servo motor control	
Under load Voltage Protection	YES	
Over load Voltage Protection	YES	
Delay Time	6/180S	
Over load & short circuit protection	YES	
Bypass function	YES	
Surge Protection	YES	
Protection Class	IP20	
Display	LCD meter	

Note: Compliance against each item is mandatory. Partial compliance will also lead to non-compliance. ZTBL reserves the right to seek proofs to verify response against any item for its satisfaction.

ANNEXURE-Z-C

Tentative List of 100 ZTBL Branches

S.No	Region Name	Br Code	Br Name
1	R.Y.Khan	22351	Chowk Bahadarpur
2	Vehari	20202	Khanewal
3	Faisalabad	23388	Mamun Kanjan
4	Multan	20268	Basti Malook
5	Sheikhupura	21258	Sheikhupura
6	Gujranwala	24442	Kaleki Mandi
7	Vehari	20253	Jahanian
8	Muzaffar Garh	20229	Karor Lal Esan
9	Multan	20206	Shujahabad
10	Bahawalnagar	22311	Fortabbas
11	Bahawalpur	22313	Yazman
12	Bahawalpur	22341	Khanqah Sharif
13	Sahiwal	20238	Noorpur Town
14	Muzaffar Garh	20307	Rafique Abad
15	Muzaffar Garh	20257	Sanawan
16	Sheikhupura	21283	Khan Ka Dogra
17	R.Y.Khan	22355	Kot Samaba
18	Gujranwala	24446	Tatlay Aali
19	Bahawalpur	22301	Bahawalpur
20	Multan	20279	Dhannot
21	D.G.Khan	20228	Rojhan
22	Bahawalpur	22322	Uch Sharif
23	Multan	20278	Sui Wala
24	Bahawalnagar	22349	Mandi Sadiq Gunj
25	D.G.Khan	20211	Rajan Pur
26	Multan	20300	GALLEYWAL
27	Muzaffar Garh	20207	Muzaffar Garh
28	Okara	20306	Ja'soki Sheller
29	Bahawalnagar	22305	Chishtian
30	Faisalabad	23389	Rajana Town
31	R.Y.Khan	22309	Liaquatpur
32	Muzaffar Garh	20298	Daira Din Panah
33	Gujranwala	24444	Jalal Pur Bhatian
34	Okara	20291	Sukhpur
35	Bahawalnagar	22337	Madrassa
36	Bahawalpur	22321	Khairpur Tamiwali
37	Okara	20302	JANDARKA
38	Faisalabad	23404	Adda Chak Humand
39	Jhang	23374	Bhawana
40	Bahawalnagar	22310	Minchinabad
41	Gujranwala	21280	Wando
42	Bahawalpur	22340	Qaimpur
43	Sheikhupura	21260	Ferozewala
44	Vehari	20203	Vehari
45	Sargodha	21277	Pindi Bhattian

S. No	Region Name	Br Code	Br Name
46	Sheikhupura	21298	More Khunda
47	Jhang	23385	Shah Jewana Mandi
48	R.Y.Khan	22306	Rahim Yar Khan
49	Okara	20235	Gogira
50	R.Y.Khan	22307	Khanpur Katora
51	Bahawalpur	22302	Ahmedpur East
52	Muzaffar Garh	20287	Seet Pur
53	D.G.Khan	20280	Fazil Pur
54	Okara	20219	Depalpur
55	R.Y.Khan	22352	Iqbal Abad
56	Jhang	23398	Lalian
57	Faisalabad	23399	Kanjwani
58	Bahawalnagar	22329	Donga Bonga
59	Bahawalnagar	22336	Bakhshan Khan
60	Bahawalpur	22333	Mubarikpur
61	Vehari	20223	Burewala
62	Gujranwala	24441	Sukheki
63	Jhang	23402	KHEWA
64	Bahawalnagar	22330	Mackload Gunj
65	Jhang	23409	Akrian Wala
66	Sahiwal	20218	Pakpattan
67	Muzaffar Garh	20240	ChokMunda
68	Faisalabad	23378	Pirmahal
69	R.Y.Khan	22334	Khan Bela
70	Sheikhupura	21259	Nankana Sahib
71	Jhang	23357	Jhang
72	R.Y.Khan	22308	Sadiqabad
73	Bahawalnagar	22343	Chabhyana
74	R.Y.Khan	22335	Ahmad Pur Lama
75	Jhang	23397	Ahmadpur Sial
76	Jhang	23395	Chund Bhawana
77	Jhang	23394	Gojra More
78	Bahawalpur	22339	Lal Sohanra
79	Gujranwala	21286	Vanikey Tarar
80	Okara	20303	BHARPURA
81	Okara	20273	Mundi Ahmad Abad
82	Okara	20220	Okara
83	R.Y.Khan	22327	Zair Pir
84	Sahiwal	20247	Qaboola Town
85	R.Y.Khan	22314	Sanjarpur
86	Faisalabad	23366	Kamalia
87	Okara	20283	Head Sulemanki
88	Jhang	23341	Athara Hazari
89	Sheikhupura	21272	Narang Mandi
90	Faisalabad	23386	Sindhilanwali
91	Faisalabad	23365	Tandlianwala
92	Okara	20225	Haveli lakha
93	Faisalabad	23407	Pul Pira

S.No	Region Name	Br Code	Br.Name
94	Multan	20222	Karor Pacca
95	Vehari	20242	Ludden
96	Lahore	21271	Model Br. Lahore
97	Jhang	23400	Rodu Sultan
98	Jhang	23367	Garh Maharaja
99	Jhang	23392	Qaim Bhawana
100	Jhang	23358	Shorkot

****End of Document***