Invitation for Bids (RFP)

Date:

IFB No:.

- The National Bank of Pakistan (NBP) intends to replace its obsolete information technology hardware equipment through acquisition of most modern equipment of international standing to be supplied and installed at National Bank of Pakistan and its subsidiaries
- National Bank of Pakistan now invites sealed bids from tax registered eligible Bidders for "Supply, Installation, Integration and Maintenance of Information Technology Equipment" as per following details
- 3. Detail attached at Hardware Annexure form.

Bidding will be conducted using the National Competitive Bidding procedures specified in the Public Procurement Rules 2004 (PPR 2004) and is open to all eligible The bid shall be based Single stage, two envelope procedure comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.

The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements

4. Bidders as defined in the PPR2004 that meet the following minimum qualification criteria:

Bidders must be a manufacturer or a direct authorized agent of the manufacturer of required equipment in Saudi Arabia with a minimum of three (3) years of experience in manufacturing **or** supplies; as applicable. Agent should be in possession of a consistently valid Authorization Certificate. Manufacturer/Supplier should have a documented track of completing at least similar assignments, during last 5 (five) years, involving the supply,

installation, and provision of technical support for procurement The interested bidder should have verifiable presence/support/branch offices in federal/provincial capitals manned by experts with internationally recognized certification. However presence in at least three of the aforesaid locations with at least three certified resources would be essential

5. Technical brochure containing detailed specifications must be provided with the bid. The bidder must mention brand name, model and country of origin of the offered product. Documentary evidences showing genuineness of brand names, model and country of origin of the product so offered. If the product is assembled in a country ;other than the country of origin, in that case the Bidder shall provide certification from the parent company to the satisfaction of the Purchaser that the product is being assembled under license of the principal manufacturer and that

the manufacturer stands guarantee to the quality of material, workmanship and performance

- 6. The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all software is either covered by a valid license or was produced by the Bidder and (ii) that violations are considered fraud, which is, among other remedies, punishable by potential blacklisting from participation in future National Bank of Pakistan financed procurements.
- 7. The Bidders are requested to give their best and final prices as no negotiations are expected. The rates quoted must remain valid for a period of ninety days after opening of tenders.
- 8. Bidders may submit quotations for one or more COMPLETE CONTRACT PACKAGE, evaluation of bid and contract award will be package wise.
- 9. All bids must be accompanied by a bid security of not less than 2% of the bid price. If items specified in technical specifications are quoted as options, the cost of same would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates. Late bids will be rejected.

NBP has the right to reject any full or partial bid by any vendor without assigning any reason.

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Package Number	Description	Quantity	Required Delivery Schedule in Weeks from the Date of Contract Award	Location
I			08-12 weeks	National Bank Of Riyadh, K.S.A

The proposal shall consist of the following Mandatory Information

- 1) Project Plan for NBP.
- 2) Original Manufacturer part numbers of all items offered in the bid
- 3) Formal warranty assurances directly from the respective Manufacturer
- 4) Relevant Technical brochures, detailed technical information on hardware offered
- 5) Options if available for extension of warranty.
- 6) Details of SLA services if available.

Internationally Acknowledged Branded Intel Server

Processors Dual Installed Quad Core Xeon 5420. 2.50 GHz,

Cache 2 x 6 MB Front Side Bus 1333 MHz

RAM 4GB 667 MHz DDR2 expandable to 16GB, PC2-5300 Fully Buffered

Chipset 5100

Ethernet On board 10/100/1000

Media Drives DVD Writer & 36/72 GB DAT Drive

SAS Controller 8 Port with preferably with integrated RAID 1

RAID Controller for Level 5 implementation with min 256 MB Cache
Hard d Drive 4 x 300 SAS Hot Plug 15000 RPM option for three more SAS discs

Display 17" LCD/TFT (same brand as of Server)

Keyboard Key board & Optical mouse

Power Supply Hot Pluggable

Ports Parallel, Serial & USB

Casing Tower

Warranty Three years on site only by authorized service partner Part

Section VI. Sample Forms

Notes on the Sample Forms.

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The Performance Security and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful

Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Sample Forms

1. BID FORM AND PRICE
SCHEDULES
(II) THE UNIT AND TOTAL DELIVERED DUTY PAID (DDP) PRICES SHOULD INCLUDE THE
PRICE OF INCIDENTAL SERVICES SPECIFIED IN PARA. 8 (GCC CLAUSE 13) OF THE SPECIAL
CONDITIONS OF CONTRACT. NO SEPARATE PAYMENT SHALL BE MADE FOR THE INCIDENTAL
Services
2. Contract
FORM
4. Performance Security
FORM
5. MANUFACTURER'S AUTHORIZATION
FORM
6 INTEGRITY PACT

I. Bid Form, and Price Schedules

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Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the total sum as separately mentioned in financial bids in accordance with the Schedule of Prices attached herewith and made part of this as financial bid enclosed in separate envelope.

We undertake, that we will abide by the competent authority final decision of award and will not challenge in any forum.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 16 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We und	derstand that you	are not	bound to a	accept the	lowest o	r any bid y	you may	receive.
Dated this		c	_ day of		20			
 _ [signatu	ure]			[in the	capacity	of]		
Duly of	authorized	to	sign	Bid	for	and	on	behalf

Form-II Price Schedule in US \$

Name of Bidder	. IFB Number . I	Page	of	

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price DDP/EXW named place	Total DDP/EXW per item	Unit price of Delivered duty paid (DDP) /(EXW) to final destination plus price of other incidental services if required ³

0'		
Signature of Bidder		

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total Delivered Duty Paid (DDP) prices should include the price of incidental services. No separate payment shall be made for the incidental services.

2. Bid Security Form (Bank Guarantee).

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert: Name and Address of Bank]

Date: [insert: date]

BID GUARANTEE No.: [insert: Bid Guarantee Number]

We have been informed that *[insert: name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert: bid date]* (hereinafter called "the Bid") for the execution of *[insert: name of contract]* under Invitation for Bids No. *[insert: IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert: name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: amount in figures] ([insert: amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Bank during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

[signature(s)]		

(Printed name and title)

(Printed name and title)

3. Performance Security Form

To:
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated 20 to supply [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 day of20
Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]

4. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders]

To: [name of the Purchaser]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [Reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

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

5. Integrity Pact

[See Clause 35 of the Instructions to Bidders]

NATIONAL BANK OF PAKISTAN Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Goods, Services & Works

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

[The 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 Govt. and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by Govt. in this regard, [the Supplier] agrees to indemnify Govt. for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Govt. in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/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 Govt..

Appendix-A Service Level Maintenance Agreement [Pursuant to SCC 15 at Para-7]

Service Scope

The Supplier shall, with due care, diligence and attention, provide the supply, installation, cable connection, configuration, warranty and technical support services to the full satisfaction of the Purchaser by assigning properly qualified and competent personnel having related product maintenance experience, state of the art methods and economic principles, and exercising all reasonable means required in ensuring quality services in accordance with this Agreement.

Supplier would undertake quarterly preventive maintenance of the hardware equipment to ensure that condition for efficient and trouble free operations exist

Undertake corrective actions and repairs to rectify such aberration (i.e. hardware failure, software installations, operating system reinstallations, remedies in case of virus attacks/disasters).

The Purchaser will provide all necessary details to the Supplier to configure the equipment for required service within the available and installed hardware and software scope. All types of configuration shall be responsibility of Supplier and finally configured equipment shall be signed off for acceptance by the Purchaser after two weeks of operations from date of completion of installation and configuration.

The Supplier will make all reasonable endeavors to provide the above mentioned services within the "Response Time" stated below and to perform the Repair and Replacement Services on or off the Customer's premises. Relocation, dismantling and reinstallation of equipment shall be monitored and supervised by the Supplier at Purchaser's expense and Purchaser would be responsible to provide labor, packing, material etc.

Supplier will provide a detail plan availability of manpower, spares and standby equipment as well as service methodology to meet the Purchaser's requirements in a prompt and most efficient manner within two weeks of signing the contract.

- a) In case of failure of any equipment and repairable at local workshop the equipment shall be taken to the local service center of Supplier, manufacturer or its authorized agent branch or head office. After repairing, it should be returned to the Purchaser's premises within 72 hours
- b) In case the faulty item or unit is required to be sent overseas for repair or replacement services then Supplier will send the faulty equipment and deliver the replacement or repaired equipment to the Purchaser site at its own cost to overseas for repair and replacement.

- c) The Supplier shall replace the hardware i.e. keyboard and mouse if it malfunctions.
- d) Undertake corrective actions and repairs to rectify such aberration (i.e. hardware failure, software installations, operating system reinstallations, remedies in case of virus attacks/disasters).

Backup Replacement

In all of the above cases Supplier shall provide backup replacement till the faulty unit or system returns back or replacement equipment is supplied back to the Purchaser.

In all of the above cases if the problem persists and for troubleshooting the problem the equipment is effectively put offline for than 6 hours, Supplier will provide backup replacement to run the operations for the period originally supplied equipment is put offline.

Upgrade and patch fixing

The Supplier will provide latest version of firmware/software on Purchaser's request for up gradation purpose free of cost. In case of Bug in Software/firmware patch will be provided by the Supplier or the Supplier will inform Purchaser to get the bug-fix or patch and Supplier shall be responsible for applying, testing and verifying the changes on test / production with the coordination of the Supplier if requested. Upgrade to Latest Version or and patch fixing shall be free for the <u>Purchaser</u>.

Back-to-Back Contract

Supplier shall provide to the Purchaser all the details of Back to back contract with the principals within four weeks of signing this contract. Purchaser shall provide all sort of permissions like security, system access etc in order to provide onsite support after coverage period.