

BIDDING DOCUMENTS FOR E-LEARNING SOLUTION SINGLE STAGE TWO ENVELOPE



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BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

INVITATION TO BID THROUGH EPADS
PROCUREMENT OF E-LEARNING SOLUTION

National Bank of Pakistan, one of the largest commercial banks operating in Pakistan, invites bids through E-Pak Acquisition and Disposal System (EPADS) from suppliers/firms registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue and having registered office, for Procurement of e-learning Management Solution.

Bidding documents, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at www.eprocure.gov.pk.

The electronic bids must be submitted by using EPADS on or before **March 19, 2025 at 11:00 AM**. Manual bids shall not be accepted. Electronic Bids will be opened on the same day at **11:30 AM**

Note:

Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk and on PA's website.

Original Bid Security **MUST BE** submitted to the undersigned office in sealed envelope, on or before the submission deadline of the Bid.

In case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.

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

SECTION II: INSTRUCTION TO BIDDERS (ITBs)

INTRODUCTION

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| 1. Scope of Bid | 1.1 | The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the Supply and Installation of the Information Systems as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to supply and install the information systems within the specified period and timeline(s) as stated in the BDS . |
| | 1.2 | Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC). |
| 2. Source of Funds | 2.1 | Source of funds is referred in Clause-2 of Invitation for Bids. |
| 3. Eligible Bidders | 3.1 | A Bidder may be natural person, company or firm or public or semi- public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. <i>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i> |
| | 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. |

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| 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 information systems to be procured under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or f) 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; 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 |

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| | | <p>professional conduct; (the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>e) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p> |
| | 3.9 | Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively. |
| | 3.10 | Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request. |
| | 3.11 | Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged. |
| 4. Eligible Information Systems | 4.1 | <p>For the purposes of these Bidding Documents, the Information System means all:</p> <p>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</p> <p>b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.</p> |
| | 4.2 | All Information System made up of goods and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to the supply and installation information systems. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”. |
| | 4.3 | For purposes of this Clause, “origin” means the place where the goods and services making Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially different in basic characteristic or in purpose or utility from its component. |
| | 4.4 | The nationality of the supplier that supplies and install the Information System shall not determine the origin of the goods. |
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| | 4.5 | To establish the eligibility of the Goods and Services making Information System, Bidders shall fill the country-of-origin declarations included in the Form of Bid. |
| | 4.6 | If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized for the supply and installation of Information System in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Information System indicated in its Bid. |
| 5. One Bid per Bidder | 5.1 | A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement. |
| | 5.2 | No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process. |
| | 5.3 | A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process. |
| 6. Cost of Bidding | 6.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

BIDDING DOCUMENTS

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| 7. Contents of Bidding Documents | 7.1 | The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms |
| | 7.2 | The number of copies to be completed and returned with the Bid is specified in the BDS . |
| | 7.4 | The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms. |

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| | 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 may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS . |
| | 8.2 | The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement. |
| | 8.3 | Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website. |
| | 8.4 | Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 . |
| | 8.5 | If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents. |

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| | 8.6 | Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9 . Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. |
| | 8.7 | The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense. |
| | 8.8 | The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification |
| | 8.9 | No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract. |
| 9. Amendment of Bidding Documents | 9.1 | Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-bid meeting may modify the Bidding Documents by issuing addenda. |

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| | 9.2 | <p>Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency’s web page identified in the BDS:</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> |

PREPARATION OF BIDS

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| 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> |
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| <p>11. Documents Constituting the Bid</p> | <p>11.1</p> | <p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the c) BDS. d) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; |
| | | <ul style="list-style-type: none"> e) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods and services making Information System into Pakistan, where required and where the supplier is not the manufacturer of those goods and service making Information System; f) Documentary evidence established in accordance with ITB 12 that the goods and services making Information System to be supplied by the Bidder are eligible, and conform to the Bidding Documents; g) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; h) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and <p>Any other document required in the BDS.</p> |
| <p>12. Documents Establishing Eligibility of the Information System and Conformity to Bidding Documents</p> | <p>12.1</p> | <p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and services making information system which the Bidder proposes to deliver.</p> |
| | <p>12.2</p> | <p>The documentary evidence of the eligibility of the Information System shall consist of a statement in the Price Schedule of the country of origin of the goods and services making Information System offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> |

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| | 12.3 | <p>The documentary evidence of conformity of the goods and services making Information Systems to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS. |
| | 13.4 | <p>The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:</p> <ul style="list-style-type: none"> a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System; b) an item-by-item commentary on the Procuring Agency's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail; c) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. d) 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 |

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| | | <p>addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Agency and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</p> <p>e) a written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.</p> |
| 14. Form of Bid | 14.1 | The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted. |
| 15. Bid Prices | 15.1 | The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents. |
| | 15.2 | All items in the 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, 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>where there is only one (substantially) responsive bidder, or where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p> |
| | 15.4 | The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any |

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| | | 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>For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad):</p> <p>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:</p> <p>on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or</p> <p>On the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>All applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.</p> <p>The price of other (incidental or allied) services, if any, listed in the BDS.</p> <p>For goods offered from abroad:</p> <p>The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency’s country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or</p> <p>The price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.</p> <p>the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.</p> <p>the price of (incidental) services, if any, listed in the BDS.</p> |

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| | 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>For Goods: - the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>For Related Services The price of the related services, and All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p> |
| | 15.8 | <p>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.</p> |
| | 15.9 | <p>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.</p> |
| 16. Bid Currencies | 16.1 | <p>Prices shall be quoted in the following currencies:</p> <p>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>For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country.</p> |

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| | 16.2 | For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. |
| | 16.3 | 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 or Bid Securing Declaration | 18.1 | Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) . |

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| | 18.2 | The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9 . |
| | 18.3 | The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; a cashier's or certified cheque; or another security if indicated in the BDS |
| | 18.4 | The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission. |
| | 18.5 | The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked. |
| | 18.6 | Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 29 . |
| | 18.7 | Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17 . The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: the expiry of the Bid Security; 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; the rejection by the Procuring Agency of all Bids; the withdrawal of the Bid prior to the deadline for the |

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| | | 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 | The Bid Security may be forfeited or the Bid Securing Declaration executed: if a Bidder: 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 does not accept the correction of errors pursuant to ITB 31.2 ; or in the case of a successful Bidder, if the Bidder fails: to sign the contract in accordance with ITB 42 ; or 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 BDS . If so allowed, ITB 19.2 shall prevail. |
| | 19.2 | When alternative schedule for supply and installation of Information System is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for Information System. |
| | 19.3 | If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency. |
| 20. Withdrawal, Substitution, and Modification of Bids | 20.1 | Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or |

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| | | modification must accompany the respective written notice. |
| | 20.2 | Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders. |
| 21. Format and Signing of Bid | 21.1 | The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal. |
| | 21.2 | The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. |
| | 21.3 | Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder. |

SUBMISSION OF BIDS

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| 22. Sealing and Marking of Bids | 22.1 | In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i> |
| | 22.2 | The inner and outer envelopes shall: be addressed to the Procuring Agency at the address given in the BDS ; and bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS , the Invitation to Bids (ITB) title and number indicated in the BDS , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS , pursuant to ITB 23.1 . |

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| | 22.3 | <p>In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <p>Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</p> <p>ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub-Clause 21.2.</p> |
| | 22.4 | <p>The inner and outer envelopes shall: be addressed to the Procuring Agency at the address provided in the Bidding Data; Bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. Pursuant to ITB 23.1.</p> <p>In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.24</p> <p>If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 And ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.</p> |
| 23. Deadline for 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. |

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| 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. |

OPENING AND EVALUATION OF BIDS

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| 26. Opening of Bids | 26.1 | The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance. |
| | 26.2 | First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid |

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| | | authorization to request the withdrawal and is read out at bid opening. |
| | 26.3 | Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. |
| | 26.4 | Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date. |
| | 26.5 | Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee. |
| | 26.6 | In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening. |
| | 26.7 | The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate. |
| | 26.8 | Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further. |
| | 26.9 | Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from |

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| | | the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid. |
| | 26.10 | No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 . |
| | 26.11 | The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration. |
| | 26.12 | The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders. |
| | 26.13 | A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request. |
| | 26.14 | In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances. |
| 27. Confidentiality | 27.1 | Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report. |
| | 27.2 | Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid. |
| | 27.3 | Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication. |
| 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 in writing or in electronic forms that provide record of the content of communication. |

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| | | 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: evaluation & qualification criteria; required scope of work or specifications; all securities requirements; tax requirements; terms and conditions of bidding documents. 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 | Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: meets the eligibility criteria defined in ITB 3 and ITB 4 ; has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; has been properly signed; is accompanied by the required securities; and is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself. |
| | 29.2 | A substantially responsive Bid is one, which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - affects in any substantial way the scope, quality, or performance of the Services; limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or 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, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected. |

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| | 29.4 | <p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</p> <ul style="list-style-type: none"> (a) Submit the number of copies of signed bids required by the invitation; (b) Furnish required information concerning the number of its employees; (c) The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature. |
| | 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 | 30.1 | <p>The Procuring Agency shall examine the Bid to confirm that all terms</p> |

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| Terms and Conditions; Technical Evaluation | | and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation. |
| | 30.2 | The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation. |
| | 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: - 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; 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 where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. 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. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding |

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| | | documents, as notified by the State Bank of Pakistan 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. |
| | 33.2 | The Procuring Agency's evaluation of a Bid will take into account: 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; 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 |
| | 33.3 | 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. In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS , and quantified in ITB 32.5: Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. delivery schedule offered in the Bid; deviations in payment schedule from that specified in the Special Conditions of Contract; the cost of components, mandatory spare parts, and service; the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or other specific criteria indicated in the TBS and/or in the Technical Specifications. |
| | 33.5 | For factors retained in BDS , pursuant to ITB 33.4 one or more of the |

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| | | <p>following quantification methods will be applied, as detailed in the BDS: <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i> Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.</p> |
| | | <p><i>Delivery schedule.</i> The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the BDS, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.</p> |
| | | <p>Or 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 treated as non- responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p>Or The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.</p> |

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| | | <p><i>Deviation in payment schedule.</i></p> <p>Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.</p> <p>Or</p> <p>The SCC stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p> |
| | | <p><i>Cost of spare parts</i></p> <p>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>Or</p> <p>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>Or</p> <p>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>Spare parts and after sales service facilities in Pakistan</i></p> <p>The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the BDS or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.</p> <p><i>Operating and maintenance costs</i></p> <p>Since the operating and maintenance costs of the goods under</p> |

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| | | <p>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>Performance and productivity of the equipment.</i> Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or in the Technical Specifications.</p> <p>Or Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the BDS or in the Technical Specifications.</p> |
| | | <p>(h) <i>Specific additional criteria.</i> Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p> |
| | 33.6 | <p>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.</p> |
| 34. Domestic Preference | 34.1 | <p>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.</p> |
| 35. Determination of Most Advantageous Bid | 35.1 | <p>In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those, which are eligible, compliant and substantially responsive, shall be the Most Advantageous Bid.</p> |
| | 33.6 | <p>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.</p> |
| 34. Domestic Preference | 34.1 | <p>If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations,</p> |

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| | | regulatory guides or instructions issued by the Authority from time to time. |
| 35. Determination of Most Advantageous Bid | 35.1 | In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those, which are eligible, compliant and substantially responsive, shall be the Most Advantageous Bid. |
| | 35.2 | <p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <p>Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or</p> <p>Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods:</p> <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p> |
| 36. Abnormally Low Financial Proposal | 36.1 | <p>Where the Bid price is considered 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>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>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>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>The Procuring Agency shall not incur any liability solely by rejecting</p> |

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| | | <p>abnormally Bid; and</p> <p>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 bidder shall furnish the Certificate. 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. |

AWARD OF CONTRACT

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| 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 |
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| | | declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: eligible in accordance with the provisions of ITB 3; is determined to be qualified to perform the Contract satisfactorily; and 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 minor alteration to the technical details of the statement of requirements; reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; a minor amendment to the special conditions of Contract; finalizing payment arrangements; delivery arrangements; the methodology for provision of related services; or 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 |

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| | | 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. |
| | 42.2 | Immediately after the Redressal of grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract. |
| | 42.3 | Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract. |
| 43. Performance Security (or Guarantee) | 43.1 | After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency Performance proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract. Guarantee in the amount and in the form stipulated in the BDS and SCC , denominated in the type and |
| | 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 any of the following: certified cheque, cashier's or manager's cheque, or bank draft; irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or Surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan. |
| | 43.3 | Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the |

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| | | Procuring Agency may make the award to the next ranked Bidder or call for new Bids. |
| 44. Advance Payment | 44.1 | The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2 . |
| | 44.2 | The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency’s “Notice to Commence” as specified in the SCC. |
| 45. Arbitrator | 45.1 | The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC. |
| 46. Corrupt & Fraudulent Practices | 46.1 | Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices. |

GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

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| 47. Constitution of Grievance Redressal | 47.1 | Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement. |
| 48. GRC Procedure | 48.1 | Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline. |
| | 48.2 | Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after |

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| | | issuance of final evaluation report. |
| | 48.3 | In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. |
| | 48.4 | In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted. |
| | 48.5 | The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt. |
| | 48.6 | Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee. |
| | 48.7 | The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal. |
| | 48.8 | The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. |
| | 48.9 | The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. |
| | 48.10 | The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final. |

MECHANISM OF BLACKLISTING

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| 49. Mechanism of Blacklisting | 49.1 | The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; Fails to perform his contractual obligations; and 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; |

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| | | and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debaring 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 debaring 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 |

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| | | 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. |

Note: For the purposes of this tender, NBP has used the Standard Bidding Documents provided for Information System by Public Procurement Regulatory Authority. However, all reference to manual Page 24 of 158 processes and manual submission of tender should be deemed to have been replaced with the processes and procedures defined in E-PAK Procurement Regulation, 2023. Any query in this regard may be made to Divisional Head Procurement, LCMG – National Bank of Pakistan on haider.isani@nbp.com.pk.

SECTION III: BID DATA SHEET (BDS)

A. Bid Data Sheet (BDS)

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

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
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| A. Introduction | | |
| 1. | 1.1 | Name of Procuring Agency: National Bank of Pakistan (NBP). The Description (as specified in IFB) of the System is: E-LEARNING SOLUTION Period for delivery: Please refer delivery schedule in Section V – Delivery Schedule Commencement date for delivery: Please refer delivery schedule in Section V – Delivery Schedule |
| 2. | 2.1 & 2.2 | Financial year for the operations of the Procuring Agency: 2025 Name of Project E-LEARNING SOLUTION |
| 3. | 3.1 | Joint Venture is applicable In Case yes, Maximum number of members in the joint venture, consortium or association shall be: 02. |
| 4. | 4.6 | Demonstration of authorization by manufacturer: Required |

B. Bidding Documents

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| 5. | 7.2 | The required documents shall be uploaded on EPADS. |
| 6. | 8.1 | All the clarifications and their responses shall be made through EPADS. |
| | 8.5 | Pre-bid meeting will not be held. |

C. Preparation of Bids

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| 7. | 10.1 | The Language of all correspondences and documents related to the Bid is: ENGLISH |
| 8. | 11.1 (h) | In addition to the documents stated in ITB 11 , the following documents must be included with the Bid All technical product documents mentioned in Section V |
| 9. | 12.3 (c) | Other procurement specific documentation requirements are: [<i>As per the technical requirement document for evidence of mandatory technical requirements</i>]. |
| 10. | 12.4 | Spare parts required for 03 of years of operation. |
| 11. | 13.3 (b) | The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: Please refer to the section V The Bidder is required to include with its Bid, documentation from the manufacturer of the Information System, that it has been duly authorized to deliver, in Pakistan, the Information System indicated in its Bid. |
| 12. | 15.6 (a) (iii), (iv) (optional) | For goods making information Systems manufactured from within Pakistan the price quoted shall ONLY be in PKR |
| 13. | 15.6 (a) (i) & 15.6 (b) (i) (ii), (iii) | For goods offered from abroad the price quoted shall be: [PKR/USD], in case the price is quoted in more than one currency, PKR cost will be considered as the quoted price for final evaluation and award of contract. |

| | (optional) (iv), (v) (optional) | |
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| 14. | 15.8 | The price shall be fixed for the duration of the contract. No additional cost will be borne by the bank. (FIXED PRICE CONTRACT) |
| 15. | 16.1 (a) | For Information System originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ; For Information System originating outside Pakistan, the Bidder shall express its Bid in any convertible currency. |
| 16. | 16.2 | For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. |
| 17. | 17.1 | The Bid Validity period shall be 180 days. |
| 18. | 18.1 | The amount of Bid Security shall be : PKR1,500,000/- The currency of the Bid Security shall be in Pakistani Rupees [PKR] . |
| 19. | 18.3 | The Bid Security shall be in the form of: Bank Guarantee |
| 20. | 18.3 (c) | Other forms of security are:[NIL] |
| 21. | 19.1 | Alternative Bids to the requirements of the Bidding Documents will not be permitted. |
| 22. | 21.1 | The required documents shall be uploaded on EPADS. |
| 23. | 21.2 | Written confirmation of authorization are: <i>Letter of authorization to sign contract & Submit proposal on behalf of bidding company signed by CEO or board resolution,</i> |

D. Submission of Bids

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| 24. | 22.2 (a) | Bid shall be uploaded on EPADS. |
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| 25. | 22.2 (b) | <p>Title of the subject Procurement or Project name: <i>E-LEARNING SOLUTION</i></p> <p>ITB title and No: Please refer websites (NBP & PPRA)</p> <p>Time and date for submission 19-MARCH-2025</p> |
| 26. | 23.1 | <p>The deadline for Bid submission is</p> <p>To be filled in after confirmation from LSG</p> <p>Date: 19 -Mar-2025</p> <p>Time: 11.00AM</p> |

E. Opening and Evaluation of Bids

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| 27. | 26.1 | The Bid Opening shall take place at EPADS. |
| 28. | 32.2 | <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: PKR</p> <p>The source of exchange rate shall be: <i>The selling rate prevailing on the date of opening of the financial bids intimated by NBP, as notified by the State Bank of Pakistan NBP Exchange rate of the date of opening will be used for evaluation.</i></p> |
| 29. | 33.4 (h) | Other specific criteria are [<i>as per the detailed Technical and Payment section</i>] |
| 30. | 33.5 (a) | <p>Inland transportation from EXW/port of entry/border point to NBP Datacenter HO Building and DR Site, and insurance and incidentals.</p> <p>Bidder shall furnish: Estimated dimensions and shipping weight of each package. Approximate EXW/ Applicable INCOTERM value of each package.</p> <p>Please refer to bidder criteria in section V</p> |
| 31. | 33.5 (b) Option (i) Option (ii) Option (iii) | Delivery schedule. Please refer to delivery schedule in section V |

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| 32. | 33.5 (c) (ii) | Deviation in payment schedule is not applicable . |
| 33. | 33.5 (d) | Cost of spare parts. <i>Please refer to section V BOQ</i> |
| 34. | 33.5(e) | Spare parts and after sales service facilities in Pakistan. <i>Please refer to section V BOQ</i> |
| 35. | 33.5 (f) | Operating and maintenance costs. Factors for calculation of the whole life cost: <i>Please refer to section V BOQ</i> |
| 36. | 33.5 (g) | Performance and productivity of Information System. <i>Please refer to the Technical Requirement Section V</i> |
| 37. | 33.5 (h) | Specific additional criteria to be used in the evaluation and their evaluation method <i>Please refer to section V BOQ</i> , Technical Specification and Bidder criteria, Delivery Schedule and payments terms |
| 38. | 33.6 | In case of 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 elaborated in evaluation criteria laid out in Section V |
| 39. | 34.1 | a) Domestic preference to apply. 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. |
| 40. | 35 | Evaluation Techniques Quality and Cost Based Selection (QCBS) In such combination, there shall be some specific weightage of both the technical features (such as prescribed in ITB 35.2) and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The highest ranked bid shall be declared, on the basis of combined evaluation. Please refer to evaluation criteria laid out section V – Evaluation Criteria |

F. Award of Contract

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| 41. | 40.1 | Percentage for quantity increase or decrease is Not applicable, however please refer to section V |
| 42. | 43.1 | The Performance Guarantee shall be 10% of the total contract amount. |
| 43. | 43.2 | The Performance Guarantee shall be in the form of: Bank Guarantee |
| 44. | 44.1 | The Advance Payment if essential shall be limited to 10% against bank guarantee, please refer to section V payment plan |
| 45. | 44.2 | Maximum amount of Advance payment shall be 10% against bank guarantee, please refer to section V payment plan |
| 46. | 45.1 | Arbitrator shall be appointed by mutual consent of the both parties. |

G. Review of Procurement Decisions

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| 47. | 48.1 | The address of the Procuring Agency Procurement Division, Logistics, Communications & Marketing Group, National Bank of Pakistan 3rd Floor, Head Office Building, Karachi |
| | 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 |

Note: For the purposes of this tender, NBP has used the Standard Bidding Documents provided for Information System by Public Procurement Regulatory Authority. However, all reference to manual processes and manual submission of tender should be deemed to have been replaced with the processes and procedures defined in E-PAK Procurement Regulation, 2023. Any query in this regard may be made to Divisional Head Procurement, LCMG – National Bank of Pakistan on haider.isani@nbp.com.pk

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION

I. Evaluation Criteria

- 1) The bids/proposals with all complete documents will be evaluated as under:
- 2) All bidders are required to submit filled, correct and complete Technical Requirement Document (all sheets separately) along with their bids. If the bidder fails to do so, its bid will be considered as rejected. All bidders are also requested to affix their company's stamp/signature on each page of the submitted Technical Requirement Document.
- 3) All bidders are required to propose only one solution for **PROCUREMENT OF E-LEARNING SOLUTION** as per the requirements of NBP as any alternate or additional Solution will not be considered for evaluation and such bid will be deemed as rejected.
- 4) For evaluation of solution requirements mentioned in Section V-Technical Requirement, NBP will request bidders to demonstrate their proposed software to NBP (if required) during evaluation stage, at no extra cost to NBP. The place, date & time of demonstration sessions will be communicated to bidders separately by NBP.
- 5) For evaluation of requirements mentioned in Section V, bidder is required to provide undertaking on company's letterhead signed by authorized representative of the company mentioning all the requirements and also stating that all requirement in RFP are acceptable to the company and will be provided to NBP accordingly. NBP will first check that such undertaking has been provided or not in the submitted bid. If undertaking is not found then NBP will ask clarification from the bidder and ask to submit the required undertaking, however if bidder failed to provide the correct and complete undertaking then its bid will be considered as rejected.
- 6) NBP may ask any other additional documentary evidence or explanation against any item for clarification that must be provided by the Bidder during the period of evaluation. Bidders should respond to such requests within the time frame indicated in the correspondence (letter/fax/e-mail). If the bidder fails to provide the required information within given timeframe, its bid will be considered as rejected.
- 7) Technical Requirements mentioned in Technical Requirement Document with **"Priority (High/Low)"** is evaluated as follows:
 - a) For evaluation purpose, a desired response of only 'Y', 'Yes', 'N', 'No' and 'C', 'Customizable' is required in the availability column for all technical requirements (mentioned in Technical Requirement Document).
 - b) All technical requirements with **"High"** Priority must be answered as 'Y' or 'N'. If bidder response 'N' against any of such **"High"** Priority requirement, its bid will be considered as technically disqualified and will be rejected.

- c) For with “**Low**” Priority must be answered as ‘Y’, ‘Yes’, ‘N’, ‘No’. If bidder responds ‘N’ or ‘No’ against any of the “Low” Priority requirement, its bid will not be considered as rejected.
- d) For all requirements against which Bidder is not providing any response (i.e. an empty availability cell or an availability cell with a response other than “Y”/‘Yes’ or ‘N’/‘No’), NBP will first check that against such requirements proper reference documents have been provided or not in the submitted bid. If reference document is found then NBP ask clarification from the bidder about its response, however if reference document will also not found or provided then response of bidder shall be considered as ‘No’ and its bid will be considered as rejected if the requirement item is high priority.
- e) For all “High” priority technical requirements against which Bidder is responding “Y”, all bidders are required to provide **Documentation with proper reference (Section No/ Page No) in the proposal against all requirements. It is mandatory to provide proper reference of document.** It is NBP’s discretion to raise clarification queries against requirements where reference is provided, and further clarification is required. Incase no reference is available, and documents are not available in the submitted proposal, NBP may not raise any clarification query and response will be considered as **NIL**, which may lead to disqualification.
- f) Bidder must mention Y-Yes or N-No or C-Customizable in 'Availability Response Column' for all the 'Requirements' mentioned in this document as Low or High Priority. The 'N' mentioned for High Priority item will disqualify the bidder. The 'C' mentioned for High Priority Item will presume that customization is covered in given cost and within the given timelines. [The Bidder may provide ‘C’ (Customization required) only against requirements mentioned in “Technical Requirements”, which should not exceed count of 9 High Requirements of those requirements.] If bidder responses of ‘C’ against these ‘High’ Priority requirements become greater than 9, its bid will be considered as technically disqualified / rejected / non-responsive. The C- Customizable mentioned for Low Priority Items will be presumed available upon submitting a change request (CR) by NBP whilst N-No mentioned for Low Priority Item will reflect not possible and may not impact on merit of solution.
- g) All bidders are required to submit the proposals with proper page numbering with master table of contents of all attached documents in the proposal.
- h) All SSDLC requirements must be answered as ‘Y’ or ‘N’. If bidder provide responses as ‘N’ on ISD requirement mentioned in SSDLC checklist appended in Annexure without appropriate responses or confirmation of fulfillment of its requirement in bidder response column, its bid will be considered as technically disqualified and will be rejected.
- 8) The bidders are required to include the price of all requirements with ‘**High**’ priority where the response is ‘Y’ in its financial proposal as the price mentioned in financial proposal will be considered as final and cannot be increased in any case after the submission of bid.
- 9) “**Low**” priority requirements that shall be responded “Y” by bidder shall be treated as

complimentary, without any addition in the above mentioned quoted price.

- 10) Financial proposals will be opened for only technically qualified bidders. Technically unqualified bidders will be considered as disqualified and their financial proposals will be returned un-opened.
- 11) The Bidders must include price of all requirements with its Financial Proposal as the price mentioned in Financial Proposal will be considered as final and cannot be changed in any circumstances after the submission of bid.
- 12) The prices will be evaluated on the basis of all items mentioned in Section V - Technical Requirement and -Section III BOQ of the RFP documents which will be considered as total bid value/ bid amount / contract price.
- 13) As per requirement of ITB 31 mentioned in– Standard Bidding Document of RFP, NBP may conduct a post-qualification evaluation exercise for the bidder which is selected as having submitted the lowest evaluated bid. A negative evaluation will result in rejection of the bidder’s bid, in which event NBP shall proceed to the next lowest evaluated bidder to make a similar evaluation.

II. BOQ – Bill of Quantity

| Item(s) | Quantity |
|--|--|
| Licenses of Complete Proposed Solution as mentioned in Technical Requirements. (If any) | Refer details in Section V Technical Specification |
| Installable Media for complete solution (Executable Code for all Modules as mentioned in Section V - Technical Requirements). | 2 copies |
| Project Management, Requirement Analysis, Designing, Development / Customization, Implementation, System Integration Testing (SIT) and User Acceptance Testing (UAT), Training, Go-Live, Support etc. | As required throughout contract period |
| Users (Functional + Technical) Training of Proposed System for NBP's employees.(With multiple training sessions) | Up to 10 persons (Technical) 50 persons (Functional) |
| Application Hosting at Cloud in compliance with SBP Framework on Outsourcing to Cloud Service Providers | As per contract |
| Product Complete Technical & User level documentation (For example, Software Requirement Specifications, Design Document, Database ERD, Installation Guide, User Manual, Train the Trainer Manual etc.) | 2 Sets (Soft & Hard Copies) |
| Create digital content using 2D, 3D graphics and the latest toolsets to record and edit video lectures professionally. Bidder must be able to deliver at least 30 hours of fully processed, ready and edited lectures for the first year and 15 hours of edited lectures for subsequent years with 20% updates / modification provisions yearly. | As required throughout contract period |
| Escrow services for Source code (this will also be part of contract) | To be arranged by the vendor |

Note:

The bidder is required to thoroughly examine the Technical Requirements and may add any missing items to the above Bill of Quantities (BOQ) in relation with Technical Requirements.

III. Delivery Schedule

Bidder must propose the Project Timelines in accordance with the Delivery Schedule mentioned below:

| Description | Required Delivery from the date of signing of contract | Location |
|--|---|----------|
| Project Initiation Phase | Within 15 days | |
| Project Implementation Phase (Requirement Analysis, Designing, Development / Customization, Implementation, Training and User Acceptance Testing along with content creation requirement as per technical annexure). | 6 Months | |
| Operational / Go-Live date of Complete Solution | Within 1 Month after completion of Project. | |
| Application Hosting services | On go-live | |
| On-site Post Implementation Support | 3 Months after Go- Live date of complete Solution. | |
| | | |
| Support & Maintenance including, troubleshooting, technical Support, Bug Fixing, Release Upgrades, Software Patches, etc. | Three Year after Go-Live and on-site post implementation support Date and after completion of On-site post implementation support period. | |

IV. Payment Terms / Plan

Price Schedule

Price Schedule mentioned in Standard Bidding Section has been modified and Bidders are required to provide the total bid amount / price with their bid as per following table in its financial proposal

considering all items mentioned in Technical Requirements and BOQ document.

| Item(s) | Amount (in PKR) |
|---|-----------------|
| Software License Cost for NBP Users | |
| Bidder must provide details on fully transferable license with one-time initial cost to NBP, irrespective of employees and local / overseas locations. In case there is any licensing cost based on users, the bidder is required to provide details with the proposed solution and annual support cost if any. Bidder should provide an undertaking that the solution must be equipped to manage up to 17,000 employees (within NBP, or its overseas operations) for both learner and trainer roles. | |
| Cost of Professional Services | |
| (Project Management, Requirement Analysis, Designing, Development / Customization, Implementation, Data Migration, Training, On-Site Post-Implementation Support for 03 Months after Go-Live of complete solution as per given specification) | |
| Application hosting and maintenance services | |
| Cost of 1st year software support & maintenance after Go-Live & after Completion of three months onsite support period. Cost of 2nd year software support & maintenance. Cost of 3rd year software support & maintenance. | |
| Total Bid Amount (i.e. Total Contract Price) in PKR | |

Note: In case of discrepancy between unit and total price, the unit price shall prevail. The prices should include the price of incidental services. No separate payment shall be made for the incidental services. Financial Evaluation will be based on the sum / total of all prices in above-mentioned Price Schedule, which will be the Total Bid Amount / Contract Price.

- 1) Cost of 1st year software support & maintenance will be valid for next two (02) years upon renewal of Support & Maintenance Agreement.
- 2) Total Bid amount must be inclusive of all applicable taxes.
- 3) Bidders shall quote all prices in Pakistani Rupees (PKR) only. If any bidder quotes the bid prices other than Pak Rupees, the interbank conversion rate in Pak Rupees (as determined by NBP) on the day of financial bid opening will be considered for calculating total bid amount in Pakistani Rupees (PKR) and for evaluating of their bids.
- 4) In case the price is quoted in PKR as well as in other currency, then the PKR price will be considered for the evaluation of the bid.
- 5) If the bid price is quoted in more than one currency (e.g. PKR with equivalent USD amount),

then NBP shall only consider the bid price quoted in PKR in the proposal for evaluation purposes.

- 6) NBP will make all payments in Pakistani Rupees (PKR) only.
- 7) Within 30 calendar days after the signing of the contract, successful bidder is required to submit a Performance Security which shall be ten (10%) percent of the total bid amount / Contract Price. The Performance Security shall be in the form of a “Bank Guarantee” only from the reputable bank of Pakistan. The performance security amount shall be in Pakistani Rupees (PKR).
- 8) Discharge of the Performance Security shall take place; after thirty (30) days of completion of 3-month post-implementation warranty / support period (support and maintenance after Go-Live of complete solution as per given specification). Submission of incomplete Performance Guarantee and/or fake Bank Guarantee will lead to immediate disqualification of successful bidder and NBP will pursue to blacklist the company as per Public Procurement Rules, 2004.

Payment Schedule for Software Licenses & Professional Services

| No. | Payment Milestones | Total Cost of Professional Services Cost (in %age) |
|-----|---|--|
| 1. | Advance Payment shall be paid within thirty (30) working days after the signing of the Contract and submission of Bank Guarantee of equal amount to NBP. Discharge of the Advance Payment Bank Guarantee shall take place within 30 working days after end of 03-month support period after Go-Live. | 10 |
| 2. | <p>Project Initiation Phase: Project team mobilization, submission of detailed Project Plan.</p> <p>Analysis Phase: Initial assessment, user requirement gathering and Delivery of 02 (two) sets of Software Requirement Specifications. Certificate of “Acceptance of Software Requirement Specifications” from NBP is required along with the invoice for payment.</p> | 10 |
| 3. | <p>Designing Phase: System designing as per outcome of Analysis Phase. Delivery of 02 (two) sets of Software Design Document & Database ERD etc.</p> <p>Development Phase: Development / Customization / Data Migration (if required), Delivery of Software Licenses, configuration and customization of solution according to NBP requirements and provide Training to NBP Teams on final developed system. Delivery of 02 (two) sets of User Manual, Train the Trainer Manual, Desktop Instructions Manual etc.</p> | 10 |

| | | |
|----|---|----|
| 4. | System Integration Testing (SIT): Certificate of “Successful completion of SIT Phase” from NBP’s representative is required along with the invoice for payment. | 10 |
| 5 | User Acceptance Testing (UAT) Phase: Sign Off on UAT test scripts and installation of solution in the UAT environment. Certificate of “Successful completion of User Acceptance Testing Phase” from NBP’s representative is required along with the invoice for payment. | 20 |
| 6 | Deployment & Go-Live Phase: Implementation of UAT finalized software on Production/DR environment. | 30 |
| 7 | Post Go Live: Certificate of “Completion of 3 Months Post-Implementation after successful Go Live” from NBP’s representative is required along with the invoice for payment. | 10 |

Payment Schedule for Application Hosting, Support & Maintenance for 3 Years

Total annual cost of Application Hosting, Support & Maintenance shall be paid in one installment. The installment will be paid at the start of each year to the bidder after receipt of invoice from bidder. The cost of first year Hosting, Support and Maintenance will be submitted by bidder as mentioned above in price schedule, the same annual cost will be valid for next two years upon renewal. **Bidder should submit the renewal request for ‘Support / license & Maintenance Contract’** along with invoice of ‘Support / license & Maintenance’ cost for 2nd and 3rd years.

Payment Schedule for Software and License Support & Maintenance for 3 Years

Total annual cost of Software and license Support & Maintenance shall be paid in one installment. The installment will be paid at the start of each year to the bidder after receipt of invoice from bidder. The cost of first year Support and Maintenance will be submitted by bidder as mentioned above in price schedule, the same annual maintenance cost will be valid for next two years upon renewal. **Bidder should submit the renewal request for ‘Support / license & Maintenance Contract’** along with invoice of ‘Support / license & Maintenance’ cost for 2nd and 3rd years.

Note:

All payments are subject to adjustment for any non-delivery or compromised delivery of committed feature mentioned in RFP or non-satisfactorily support & maintenance services during the contract period. The formula for this deduction/adjustment will be agreed between NBP and successful bidder at the time of signing of contract / SLA.

V. Bidder Criteria

| S.No. | Bidder Qualification Requirements | Response (Yes or No) |
|-------|--|----------------------|
| 1 | Is Bidder registered with Income Tax and Sales Tax Departments having valid NTN / STN and is active TaxPayer at-least since last 3 years. (Please attach attested copy of NTN / STN tax registration certificate and last 3 years audited statements) | |
| 2 | Bidder must have certificate of incorporation or ordinance of the organization or university, with any proof of being in this business or incorporation for at least three(03) years. (please attach certificate of incorporation or the relevant proof). | |
| 3 | Bidders must have a documented track of at least two (2) live implementations locally or globally of E-Learning Management System Cloud outsourced under SBP framework and providing Maintenance and Technical support as the direct authorized agent / dealer / partner of the manufacturer in Pakistan. Bidder must provide Reference Letters / Purchase / Work Orders from the customers where the solution is deployed. (please attach certificate of completion or satisfactory report from the client duly signed / stamped by the CEO/CFO or designation official of the company) | |
| 4 | Does the bidder have at least 01 Office in any of the major cities of Pakistan? (Please provide name of representative, postal addresses, official landline & cell phone numbers on Company's letterhead / or university / government entity's official letter head duly signed and stamped by Company's CEO/MD/official representative). | |
| 5 | Does the bidder have average annual revenues of at least Rs. 100 million during last three (03) years. (Please attach copy of annual audited financial statement or attested income tax returns or attested annual bank's certificate mentioning the revenues for last 03 years) | |
| 6 | Does the bidder confirm that he has never been involved in any criminal / unlawful activity nor have been blacklisted by any entity / organization? (Please provide affidavit / declaration on Stamp Paper of Rs. 500/-) | |
| 7 | The bidder must also undertake that in case any information / document submitted is found false / forged, the firm shall be disqualified from the procurement process or at any stage later on. (Please attach an undertaking on Stamp Paper of Rs. 500/-) | |
| 8 | Bidder should provide 03 (three) CV's/Profile with their payslips and bank statements of their proposed implementation and configuration team and must have relevant experience for proposed solution. | |
| | Does the Bidder have Direct Partnership with the principal supplier and also must provide "Manufacturer Authorization Form / Authorized Partner / Distribution Certificate" from principal supplier as per the requirements | |

| | | |
|----|--|------|
| 9 | (guarantee, warranty and maintenance etc.) stated in the specimen attached in Standard Bidding Document. Bidders must be a manufacturer or an authorized agent/dealer/partner of the manufacturer in Pakistan with a currently valid authorization certificate of Principal. (Please attach verifiable proof). | |
| 10 | Bidder must provide responses on SSDLC checklist , fulfill ISD requirements and make sure cloud outsourcing under SBP framework for Cloud Outsourcing. | High |
| 11 | Bidder must be CMMI Level 3 or above or have other equivalent certifications. | Low |
| 12 | Bidder must provide undertaking that the proposed solution is an international or national level solution. The bidder must also confirm therein that they are content specialist for the proposed solution. | High |
| 13 | Bidder must provide Solution Architecture diagram and Technical requirement of proposed solution. | High |

VI. Technical Specification

| |
|---|
| National Bank of Pakistan |
| Procurement of E-Learning Software |
| Technical Requirements |
| Tender ID: |
| Note: All participating bidders are advised to thoroughly review Evaluation Criteria before providing their responses against below mentioned requirements. |
| <p>Bidder must mention Y-Yes or N-No or C-Customizable in 'Availability Response Column' for all the 'Requirements' mentioned in this document as Low or High Priority. The 'N' mentioned for High Priority item will disqualify the bidder. The 'C' mentioned for High Priority Item will presume that customization is covered in given cost and within timelines. [The Bidder may provide 'C' (Customization required) only against requirements mentioned from 1 to 11.10 in "Technical Requirements", which should not exceed count of 9 of those requirements.] If bidder responses of 'C' against these 'High' Priority requirements become greater than 9 requirements points its bid will be considered as technically disqualified / rejected / non-responsive. The C- Customizable mentioned for Low Priority Items will be presumed available upon submitting a change request (CR) by NBP whilst N-No mentioned for Low Priority Item will reflect not possible and may not impact on merit of solution.</p> |

| S.No. | Technical Requirement | Priority (High/Low) | Availability Response (YeBs/No) | Bidder Comments |
|-------|--|---------------------|---------------------------------|-----------------|
| 1 | SYSTEM REQUIREMENTS | | | |
| | Project implementation should follow Agile | | | |

| | | | | |
|-----|---|-------------|--|--|
| 1.1 | <p>methodology. Bidder should provide high-level project plan, which should cover all pre-requisite, co-requisites, hardware readiness, implementation and migrations in the proposal. (Documentation must be provided with proper reference i.e. page number in the proposal)</p> <p>After award of the contract, bidder will be responsible to provide project charter and low-level project plan in conjunction with NBP team. (Undertaking must be provided with proper reference i.e. page number in the proposal)</p> | High | | |
| 1.2 | <p>The proposed System must have the capability to configure Access Control where application users should only be able to access authorized features / functionalities.</p> | High | | |
| 1.3 | <p>Proposed Solution must be a complete and working software solution, with all co-requisite and pre-requisite excluding Licenses. Such software components other than licenses must separately be included if not explicitly requested in the Tender. License requirements are mentioned in Section V - BOQ. No additional cost will be borne by NBP other than proposed cost after award of contract</p> | High | | |
| 1.4 | <p>Ability to support multiple modern browsers but not limited to Microsoft Edge, IE, Firefox, Chrome, Safari used on Windows, Unix and Mac platforms. Compatible and Responsive with multiple operating systems.</p> | High | | |
| 1.5 | <p>Ability to incorporate contents from multiple content type supporting applications (E.g. PowerPoint, Excel, Word, PDF etc.)</p> | High | | |
| 1.6 | <p>The solution must be cloud enabled. In case cloud services being offered by the bidder, the bidder must provide complete security protocols for cloud hosting and ensure smooth running of the system. In case the system is hosted on bank's private cloud or any 3rd party cloud, client must also assist in this case of recommending best practices for security in compliance with SBP framework of Cloud</p> | High | | |

| | | | | |
|----------|---|------|--|--|
| | Outsourcing and smooth running of the system. | | | |
| 1.7 | Ability to integrate with the Exchange Server and Lightweight Directory Access Protocol (LDAP) | High | | |
| 1.8 | Support of Unicode language (English and Urdu) | Low | | |
| 1.9 | The Learning Management or LMS system will be integrated with SAP trainings management ESS/MSS module to get employee information using Organization Chart, and post training completed in SAP system for MIS. | Low | | |
| 1.10 | In case of no integration, it will run stand-alone and manage organizational chart within LMS | Low | | |
| 1.11 | Linked with NBP LDAP/Kerberos so that only authenticated users can login | Low | | |
| 1.12 | The proposed solution must have mobile application for iOS platforms. App must be compatible and responsive with its older and newer OS versions and Devices. | Low | | |
| 1.13 | The proposed solution must have mobile application for Android platforms. App must be compatible and responsive with its older and newer OS versions and Devices. | High | | |
| 1.14 | The Proposed Solution must <ol style="list-style-type: none"> 1. Be able to support as Container based and 2. Be able to be hosted on MS Windows and Linux VM and 3. Be able to support Intel based hardware with latest MS Windows and Linux operating systems. Deployment model will be at NBP's discretion. | High | | |
| 1.15 | The Proposed Solution must support latest version of database platforms like Oracle and MS SQL Server. NBP will decide which database to select and proceed. | High | | |
| 2 | Training Administration | | | |
| 2.1 | System must have the ability to mark attendance online of all the participants. | High | | |
| 2.2 | Ability to choose whether or not a course is | High | | |

| | | | | |
|----------|--|------|--|--|
| | visible to all. | | | |
| 2.3 | Ability to perform on-line competency assessments and track scores. | High | | |
| 2.4 | Allows administrators to limit the number of times users can retake tests. | High | | |
| 2.5 | Ability of users to access training through various mediums including desktop, laptop, tablets, and smart phones, for both employer managed devices and personal devices. | High | | |
| 2.6 | Ability to provide personalized access through individual login and password as well as provide different levels for learners, trainers, administrators and other roles. Within and outside bank | High | | |
| 2.7 | Option for self-enrollments and admin enrollments | High | | |
| 2.8 | Ability to notify users/ Groups/ Functional/ management tiers through both system alerts and email. | High | | |
| 2.9 | Certification deadline tracking and automatic reminders for re- certification/closure of course. | High | | |
| 2.10 | Ability to enable registered employees to manage their personal training plan. | Low | | |
| 2.11 | Ability for participants to provide feedback for on-line courses. | High | | |
| 2.12 | Ability to publish the training calendar / display new courses for self-enrollment scheduled in coming month/eLearning content created by internal trainers/articles/reading materials/week/quarter. | High | | |
| 2.13 | The system should be able to generate various learning and Development dashboards providing analytics based insights. | High | | |
| 2.14 | The system should provide collaborative tools such as work and learn together in forums, wikis, glossaries, etc. | High | | |
| 2.15 | The system should provide mass enrollment feature. | High | | |
| 3 | Tracking | | | |
| 3.1 | Ability to export reports to a selection of popular formats (E.g. Excel, CSV, PDF, and DOCX). | High | | |

| | | | | |
|----------|---|------|--|--|
| 3.2 | The Bidder must provide undertaking that complete and customized user documentation of the proposed solution (i.e. User Manuals, Technical Manuals, Desktop Manuals, Training material, User wise manuals.) based on different roles will be provided to NBP. | High | | |
| 3.3 | The Proposed Solution must generate the following reports: <ul style="list-style-type: none"> • Course enrollment reports • Course progress report • Quiz / Test statistics report • Course Wise Completion Status Report • List of Qualified employees in a course between dates • List of not qualified employees • Region/functional area/area/department/group wise reports • Detailed Audit trails/logs with user IP and Computer name recording • Digitally verifiable certificate • Bulk reports printing and exporting facility | High | | |
| 4 | Content Creation and Deployment | | | |
| 4.1 | Ability to save user quiz attempts in case of connection loss | High | | |
| 4.2 | Ability to design courses and support content in a variety of formats (E.g. animations, videos, PPTs, documents, etc.) | High | | |
| 4.3 | Ability for offline learning in case of remote areas and low connection | High | | |
| 4.4 | The system should provide competency based marking by allowing setting up of competencies with learning plans across courses and activities. | Low | | |
| 5 | System Support by vendor | | | |
| 5.1 | Support through multiple mediums. (E.g. Email, telephone, chat, etc.)Bidder should have 24x7x365 Corporate Helpline availability for reporting and resolution of all kinds of issues and escalations via including Phone Support, | High | | |

| | | | | |
|----------|--|------|--|--|
| | Email Support or Online customer portal to access support tickets for escalation and resolution | | | |
| 6 | IMPLEMENTATION AND TESTING REQUIREMENTS | | | |
| 6.1 | Bidder before the start of implementation must provide the entire installation process / implementation guidelines to NBP, including the installations related to application / database / web server etc., in conjunction with all other suppliers and contractors. | High | | |
| 6.2 | Bidder must provide relevant examples/supported by rationale, of previously implemented process in similar projects and proposed solution. Examples may include but not limited to strategy and execution plan, production of any digital content, production of any print content, distribution mechanism. | High | | |
| 6.3 | System must support text editor, embed external resources, multimedia integration including video, audio and presentation files. | High | | |
| 7 | Testing | | | |
| 7.1 | Bidder should provide the performance benchmark / metrics of the proposed solution. The bidder should develop and provide a testing methodology for the provided performance benchmark/metrics of the proposed solution, in coordination with NBP, after being awarded the contract. NBP will perform testing (which may not be limited to single test cycle) of complete solution after its deployment and any gaps found therein would be fixed by the bidder without any additional cost. | High | | |
| 7.2 | Issues / bugs reporting, tracking and resolution tools must be provided to NBP. | High | | |
| 8 | LICENSE, MAINTENANCE, TRAINING, SECURITY, STABILITY & CONTINUITY | | | |

| | | | | |
|-----|---|------|--|--|
| 8.1 | Bidder should provide an undertaking that it will not bind NBP for any component upgrades (i.e. Software, Database, Reporting tools etc.) during the period of maintenance & support. | High | | |
| 8.2 | Bidder should describe methodology for implementing new releases / updates of your software. Also, specify user notification process, frequency of updates, update media options and the process by which changes are identified to be included in a new release. Latest version of the solution should be implemented and all patched should be included during contract period under SLA | High | | |
| 8.3 | Bidder must provide details on fully transferable license with one-time initial cost to NBP, irrespective of employees and local and overseas locations. In case, if there is any licensing cost based on learners and / or trainers, the bidder is required to provide details with the proposed solution. Bidder should provide an undertaking that the solution must be equipped to manage up to 17000 employees or extended employees strength (within NBP, or its overseas operations) for both learner and trainer roles. | High | | |
| 8.4 | Bidder should provide complaint reporting and escalation matrix and/or software solution for NBP to report any issue / complaint and its rectification / resolution in the proposed solution. | High | | |
| 8.5 | Bidder must provide the cost of implementation, maintenance and support & warranty (including license (License for DR should be included), if applicable) for (01) one year after system implementation and user acceptance testing. This is separate from the SLA Agreement, which shall come into effect after completion of the support service period. | High | | |
| 8.6 | Bidder should provide cost of a support and maintenance (including license, if applicable) of proposed solution for two (02) consecutive years after the date of expiry of 1st year contract period. | High | | |

| | | | | |
|-----------|---|------|--|--|
| | It is on bank's discretion to opt for 2nd and 3rd year support and maintenance agreement. | | | |
| 8.7 | Bidder must provide all the Hardware Specifications (Brand / Vendor Independent) for testing as well as production environment. Proposed hardware for PD, HA along with licenses (Active / Active). Also should be sufficient for 3 years data Requirements). | High | | |
| 9 | Technical Training of e-Learning Software | | | |
| 9.1 | Bidder should provide comprehensive training (functional + technical) to business as well as IT users of NBP on the proposed solution. The Bidder with the proposal should provide details of high level Training Plan / Schedule. | High | | |
| 9.2 | Bidder must provide undertaking that whenever, there will be new release the bidder will also provide modified desktop manuals, training manuals and user manuals as part of maintenance agreement signed between NBP & Bidder. | High | | |
| 9.3 | Bidder must provide training sessions for NBP staff as trainers and course creators including video recording and editing of lectures. | High | | |
| 9.4 | The proposed system must be capable of providing training to at least 300-400 Concurrent Users. | High | | |
| 9.5 | Solution must be able to offer live webinars and link with 3rd party apps like zoom, Microsoft meetings. | Low | | |
| 10 | Software Security | | | |
| 10.1 | System should be complied with SSDLC checklist (refer: Annexure) provided by bank's Information Security Division(ISD) for Bidder Qualification and Technical Requirements. Bidder also need to complied any new requirement by SBP or NBP ISD during implementation. | High | | |
| 11 | Solution Stability and Business Continuity & Contingency Plan | | | |
| 11.1 | Escalation process against Incident Management, for immediate repair actions in | High | | |

| | | | | |
|-------|---|------|--|--|
| | the event of application failure causing an interruption in service. Incident management plan to be provided as well | | | |
| 11.2 | Availability of releases / patches, which are critical for system stability / security. | High | | |
| 11.3 | Bidder should be able to assist NBP in connecting the proposed system with the NBP'S Disaster recovery site. Solution should contain the License for Disaster Recovery site setup. | High | | |
| 11.4 | Proposed system should include details / SOPs of backup System and mechanism to switch to disaster recovery site. | High | | |
| 11.5 | System Backup Mechanism should be provided with step-wise procedure document for execution of the same. | High | | |
| 11.6 | Proposed system should include details of set up required for high availability with Active-Active solution. | High | | |
| 11.7 | The System Architecture should be based on the principles of performance, scalability and security. | High | | |
| 11.8 | The System deployment should consider high - availability environment for 99.99% uptime. | High | | |
| 11.9 | If application is version based, then proper version management should be available and documented. | High | | |
| 11.10 | The System should be able to support any remote connectivity software chosen by NBP in case remote access is required for any operation. | High | | |

Annexure

SSDLC Checklist

| Application Security Review Checklist | | | | |
|--|---|--|-----------------------|-----------------|
| INSTRUCTIONS: Fill in all applicable sections. Use drop down menus where available. Insert N/A as appropriate. | | | Availability response | Bidder Response |
| 1.0 | Application Components | | (Yes / No) | |
| 1.1 | Are Application Components identified ? | | | |
| 1.2 | Are Application Dependencies identified ? | | | |
| 1.3 | Is the Application Architecture Defined ? | | | |
| 1.4 | Are Application Business/Security Functions Identified ? | | | |
| 2.0 | Identification and Authentication | | | |
| 2.1 | Authentication of End-users | | | |
| | Is the authentication mechanism implemented for end users? | | | |
| 2.2 | Authentication for Administrator: | | | |
| | Is the authentication mechanism implemented for administrator? | | | |
| 2.3 | Unique ID for user | | | |
| | Does the application use a unique login ID for each user? | | | |
| 2.4 | Error Message for Failed login Attempts | | | |
| | Does the application use a generic message for login attempts failures and account lockout? | | | |
| 2.5 | User ID generation for Customer | | | |
| | Are the identities generated based on the non-public information? | | | |
| 2.6 | Initial Password | | | |
| | Does the application prompt to change the initial password? | | | |
| 2.7 | Clear Text Password | | | |
| | Password is never displayed on the screen in clear text (with the exception of one time use password resets). | | | |

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| 2.8 | Static Password Strength Policy If static password are being used for authentication, is the strength policy being enforced to ensure password meets IT Security policy criteria, Password Expiration Notification, Password history, Maximum failed login attempts? | | |
| 2.9 | Static Password Rules If static password are being used, are the following password rules enforced? Password should be different from user name Password should not be easily guessable Password should not be blank | | |
| 2.10 | Session Inactivity Timeout Does the application enforce a session inactivity timeout? | | |
| 2.11 | Secure Authentication Protocol Is the application using the authentication based on the international standards | | |
| 2.12 | Security Contexts Does the authentication server create unique security contexts for the authenticated users | | |
| 2.13 | Dynamic Password System If a Dynamic password (one-time) system is used for authentication, is it approved by the Information Security and relevant stake holders. | | |
| 2.14 | Digital Certificates and Certificate Authority (CA) If digital certificates are used, are they issued by approved CA? | | |
| 2.15 | Biometric Authentication if a Biometric Authentication mechanism is used by the application, is it approved by the IS? | | |
| 2.16 | Two Factor Authentication if a two factor Authentication mechanism is used by the application, is it approved by the IS? | | |
| 2.17 | Single Sign-On (SSO) If the internet application is using shared authentication services, is it reviewed and approved by IS? | | |
| 2.18 | Logout Does the application allow users to completely log out from the application? | | |
| 2.19 | Brute Force Attacks Is the resource governor controls in place to protect the application against vertical & horizontal brute forcing attacks? | | |
| 3.0 | Authorization / Access Control / Entitlement | | |

| | | | |
|------|---|--|--|
| 3.1 | Authorization / Access Control / Entitlement If the application contains private or higher data, does the application provide mechanisms to control access based on the identity of the authenticated user. | | |
| 3.2 | Inactive / Obsolete Entitlement review Does the application support a mechanism to review inactive / obsolete entitlements | | |
| 3.3 | Entitlement Review report Does the application provides the complete details of all users entitlement in form of a report? Security Administrator should have the ability to generate these reports per department / unit for periodic user entitlement review. | | |
| 3.4 | Functional ID Management Does the application have a defined owner who is responsible for all aspects of the Functional IDs including usage, entitlement review and password management | | |
| 3.5 | Access Control for Privileged Actions Does the application enforce access control for the following privilege actions? <ul style="list-style-type: none"> • Create, modify and delete user accounts and groups • Configure passwords or account lockout policy • Change passwords or certificates of user • Establish log sizes, fill threshold and behavior. | | |
| 3.6 | Account management functions are account management functions secure. | | |
| 3.7 | Re-Authentication is re-authentication required before any sensitive operations | | |
| 3.8 | Authenticity and Integrity of Authorization Data Is authorization data being stored on the client side (e.g. cookies, tickets) after the users get authenticated? If yes, is any mechanism being implemented to protect authorization data, prevent spoofing and maintain its integrity? | | |
| 3.9 | File and Directory Protection Is file and directory authorization enabled for user access control? | | |
| 3.10 | Remote access System For internal application if non-NBP staff access this application remotely, is it over an approved solution which is reviewed and approved by IS? | | |
| 4.0 | Data Confidentiality and Data Integrity | | |

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| 4.1 | Input Validation Does the application validate user inputs? Is input validation performed on the server or Client side? | | |
| 4.2 | Data Protection in Transit Is the sensitive or above category data protected during transmission in certain specific environments. | | |
| 4.3 | Input length Does the application limit the length of each user input field? | | |
| 4.4 | Input Manipulation Does the application prevent Sensitive and above data from being passed in clear ? | | |
| 4.5 | Content Cache Does the application prevent Sensitive and above data from being cached on user's local disk. | | |
| 4.6 | File Upload If the application supports file upload functionality, does it enforce the following a. Validate file extension/type, and file format. b. Run virus/malware scan on the uploaded file. | | |
| 4.7 | Data Protection in Storage Is data at the sensitive or above category protected in storage? | | |
| 4.8 | Password Protection in Storage Is password data protected in storage | | |
| 4.9 | PII data Mask If the application has a feature to deliver or display an e-statement for customer account activities or to export production PII data, are customer account number/CNIC/credit card number partially masked? | | |
| 5.0 | Cryptography & Key Management | | |
| 5.1 | Cryptographic Keys List all type of cryptographic keys such as symmetric, asymmetric, secure hash keys used in the solution. Describe their use scenarios and the security mechanisms associated with each cryptographic algorithm used | | |
| 5.2 | Cryptographic Algorithms and Key lengths Do all cryptographic keys comply with current market standards/requirements? (AES/3DES/RC4, SHA-2/256, RSA etc.) and key length? | | |

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| 5.3 | <p>Key Generation & Management Are all cryptographic keys randomly generated using approved Random Number Generator? What type of random number generator is used by the application?</p> | | |
| 5.4 | <p>Key Data Display if a manual key entry process is used, do utilities used to load or enter keys or key components prevent the display of the data loaded or entered in the clear?</p> | | |
| 5.5 | <p>Key Renewal Frequency Do all cryptographic keys have a defined renewal frequency period to comply with</p> | | |
| 5.6 | <p>Key Protection in Storage Are all symmetric and asymmetric (private) keys, except public keys, encrypted and stored in a hardware or software cryptographic module with proper access control?</p> | | |
| 5.7 | <p>Hard-coding Cryptographic Keys Does the application prevent any encryption keys or passkey being included in the source code or configuration files?</p> | | |
| 5.8 | <p>Certification Validation When digital certificates are used for the digital signature or authentication, is an up-to-date certification revocation list (CRL) used to verify the validity of the CA's and user's / server's certificates if an on-line certificate validation mechanism via Online Certificate Status Protocol (OCSP) or Server-based Certificate Validation Protocol (SCVP) is not available?</p> | | |
| 5.9 | <p>CRL renewal When a CRL is used for certification validation, are cached copies of CRLs updated regularly? If so, please describe the frequency (e.g. once per day). Is the frequency of update commensurate with the associated risk of the application.</p> | | |
| 5.10 | <p>Key Recovery Compliance if the application is subject to supervisory or data retention requirements such as SBP - psd/2014/C3-Annex or section 7 of PS&EFT Act 2007 or any other key recovery requirements, is there a key recovery process to fulfill the regulatory requirements?</p> | | |
| 5.11 | <p>Unique Key Does each cryptographic key have a unique application domain? For each party, there should be as many different keys as there are different cryptographic functionalities.</p> | | |
| 6.0 | <p>Error Handling & Audit Logging</p> | | |
| 6.1 | <p>Auditing and Events Does the application have an auditing capability across application layers? Depending on the risk of the application, are audit logs and alerts of unauthorized access maintained?</p> | | |
| 6.2 | <p>Audit Events contents Does the individual audit event contain the necessary attributes?</p> | | |

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| 6.3 | Admin activities Does security Administration activities for this system are logged and traceable to User ID? | | |
| 6.4 | Audit Log Protection Are audit logs in store and during transmission, protected from unauthorized deletion, modification and disclosure? i.e. Administrator should not have the ability to modify / edit the logs | | |
| 6.5 | Audit Log File Configuration Can the audit log files be configured for log size and rollover to prevent log file data loss and a denial of service attack? | | |
| 6.6 | SIEM Integration Is application capable to integrate with SIEM | | |
| 6.7 | Audit Log Notification Are administrators warned when the audit logs are nearly full? | | |
| 6.8 | Reports Does the application have an ability to generate custom audit reports based on the criteria specified by the log reviewer? | | |
| 7.0 | Security Administration | | |
| 7.1 | Functional ID If the application is using functional IDs (e.g. root in Linux/Unix, Administrator in Windows), are they protected against unauthorized usage? | | |
| 7.2 | Service Accounts Are service/database ids only used by the applications and not used by individual users or other processes | | |
| 7.3 | Separation of Roles Does the application split administration privileges into several accounts (e.g. system administration, Security Administration)? | | |
| 7.4 | Administrator's Conflict of Interest Does the application prevent a security administrator from performing transactions or administrative functions for themselves that conflict with this role? | | |
| 7.5 | Maker/Checker for Administrative Actions Does the application support maker/checker or dual-control for administrative actions (e.g. account creation / modification, entitlement management). | | |
| 8.0 | System Security and Availability | | |
| 8.1 | Application Identity Is the application or web server running as a non-privileged user (e.g. non-root or non-administrator)? | | |
| 8.2 | Application Integrity Is there a mechanism to protect application configuration stores and maintain the integrity of critical application files? | | |

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| 8.3 | BCP/DR Does the application support redundancy or replication for continuity of business or automatic fail-over? | | |
| 8.4 | DDOS attack Are controls in place to prevent a denial of service (DOS) attack on this system? | | |
| 9.0 | Network Architecture and Perimeter Security | | |
| 9.1 | Perimeter Security For Applications deployed in the DMZ, does the application prevent unauthenticated users from the Internet from accessing a server on our intranet? | | |
| 9.2 | 3-Tier Architecture Does the application support at least 3-Tier Architecture (e.g. web server, application server and backend server/database) to protect data from being directly accessed from the web server in the DMZ. | | |
| 9.3 | Persistent Storage on the DMZ if this is an Internet-based application, does the application prevent Confidential and above data from being persistently stored on a system in the DMZ? | | |
| 9.4 | System-to-System Authentication Does the application support system-to-system authentication or the authentication at the application layer for communication between any two servers to prevent unauthorized access? | | |
| 10.0 | Session Management | | |
| 10.1 | Session Management Does the authentication server(s) implements a session management mechanism to manage active login sessions and to prevent spoofing/masquerading? | | |
| 10.2 | Application Logout Does the application have a logout functionality on every screen that is available for authenticated user? | | |
| 10.3 | Session Identifier Generation Does the application generate session identifiers (IDs) with a sound pseudo-random number generator? | | |
| 10.4 | Session State Store Does the application protect its session state store against unauthorized access? | | |
| 10.5 | Session Lifetime Does the application restrict session lifetime and enforce the maximum login period for a session? | | |

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| 10.6 | Session Identification Passage Does the application prevent session identifiers from being passed over unencrypted channels? | | |
| 10.7 | Session Identifier Manipulation Does the application prevent users from manipulating session identifiers that are being passed in query string or from fields? | | |
| 10.8 | Session Cookies Does the application encrypt session cookies? | | |
| 10.9 | Session Cookies Validation If session cookies are used by application, does the application validate the cookies before granting access to protected pages? | | |
| 10.10 | Secure Cookies If the application uses cookies containing Sensitive or Higher information, are the cookies marked secured so that the cookies are sent only over encrypted channels AND is the cookies content encrypted using approved method? | | |
| 11.0 | Database Access | | |
| 11.1 | Database Authentication Does the application server utilize the database authentication to directly connect to the database instead of user account authentication at the application level? | | |
| 11.2 | Database Password Protection in Storage Does the application protect/encrypt database connection strings (e.g. passwords) in local storage? | | |
| 11.3 | Database Password Protection in Transit Does the application enable/implement a secure protocol (e.g. SSL/TLS) to protect database passwords in transit? | | |
| 12.0 | Legal / Regulatory Compliance, Management Approval & Awareness | | |
| 12.1 | Additional Legal or Regulatory Requirements Does the application comply with all regulatory / local laws which are not included in the Information Security policy. | | |
| 12.2 | Banner Text Approval Is the Legal Department approved banner text, when supported by the application, displayed at all entry points where a user initially signs on? | | |
| 13.0 | Application Configuration and IS Processes | | |
| 13.1 | Information Classification Has the information been classified in accordance with NBP Information Standards? | | |

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| 13.2 | Inherent Risk of the Application Has an inherent risk analysis been completed by the business during the definition phase of the project? | | |
| 13.3 | Vendor Support Product Is the application software supported by an approved vendor? | | |
| 13.4 | Default Access Capability Are all default access capabilities (including passwords) removed, disabled or protected to prevent their unauthorized use? | | |
| 13.5 | Vulnerability Assessment If required, has the application undergone all of the Application vulnerability Assessment and remediated all security findings as specified in the VA process. | | |
| 13.6 | Masking Data Is sensitive PII information masked within the application whenever possible (displaying as well as printing)? | | |
| 13.7 | Configuration location are application configuration files protected from unauthorized access? | | |
| 13.8 | Configuration Error is application capable of handling configuration errors? | | |
| 13.9 | Audit Configuration Changes is auditing enabled to track application configuration changes? | | |
| 13.10 | Fax Are automated or manual fax processes used in connection with the transection of data to/from the system? If yes describe the controls around the fax process. | | |
| 14.0 | Compliance | | |
| 14.1 | 3rd Party Solution is it certified by PCI, Common Criteria? | | |
| 14.2 | Have any non-compliance being found as a result of this review? If True, provide corrective action plan and/or RA numbers in the "Open Issues and Approvals" TAB of this document | | |

| Web Secure Coding Checklist | | Availability Response | Bidder Response |
|--|---|------------------------------|------------------------|
| <i>The ITPM should complete this checklist with the project's developers in order to ensure compliance. This reflects best industry practice and correlates directly to issues that are identified during Vulnerability Assessments.</i> | | (Yes/No) | |
| 1.0 Application Verification | | | |
| 1.1 | The integrity of interpreted code, libraries, executables, and configuration files is verified using checksums or hashes. | | |

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| 2.0 Authentication | | | |
| 2.1 | All pages and resources require authentication except those specifically intended to be public. | | |
| 2.2 | All password fields do not display the user's password when it is entered, and that password fields (or the forms that contain them) have autocomplete disabled. | | |
| 2.3 | If a maximum number of authentication attempts is exceeded, the account is locked for a period of time long enough to deter brute force attacks. | | |
| 2.4 | All connections to external systems that involve sensitive information or functions are authenticated. | | |
| 2.5 | The forgotten password function and other recovery paths do not reveal the current password and that the new password is not sent in clear text to the user. | | |
| 2.6 | The username enumeration is not possible via login, password reset, or forgot account functionality. | | |
| 2.7 | All authentication controls are enforced on the server side. | | |
| 3.0 Session Management | | | |
| 3.1 | The framework's default session management control implementation is used by the application. | | |
| 3.2 | Sessions are invalidated when the user logs out. | | |
| 3.3 | Sessions timeout after a specified period of inactivity. | | |
| 3.4 | Sessions timeout after an administratively-configurable maximum time period regardless of activity (an absolute timeout). | | |
| 3.5 | All pages that require authentication to access them have logout links. | | |
| 3.6 | The session id is never disclosed other than in cookie headers; particularly in URLs, error messages, or logs. This includes verifying that the application does not support URL rewriting of session cookies. | | |
| 3.7 | The session id is changed on each login. | | |
| 3.8 | The session id is changed on re-authentication. | | |
| 3.9 | The session id is changed or cleared on logout. | | |
| 3.10 | Only session ids generated by the application framework are recognized as valid by the application. | | |
| 3.11 | Authenticated session tokens are sufficiently long and random to withstand attacks that are typical of the threats in the deployed environment. | | |
| 3.12 | Cookies which contain authenticated session tokens/ids have their domain and path set to an appropriately restrictive value for that site. The domain cookie attribute restriction should not be set unless for a business requirement, such as single sign on. | | |
| 3.13 | Verify that authenticated session tokens using cookies sent via HTTP, are protected by the use of "HttpOnly". | | |
| 3.14 | Verify that authenticated session tokens using cookies are protected with the "secure" attribute and a strict transport security headers are present. | | |
| 3.15 | Verify that the application does not permit duplicate concurrent user sessions, originating from different machines. | | |
| 4.0 Access Control | | | |
| 4.1 | Users can only access URLs for which they possess specific authorization. | | |
| 4.2 | Direct object references are protected, such that only authorized objects are accessible to each user. | | |

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| 4.3 | All connections to external systems that involve sensitive information or functions use an account that has been set up to have the minimum privileges necessary for the application to function properly. | | |
| 4.4 | Directory browsing is disabled unless deliberately desired. | | |
| 4.5 | The same access control rules implied by the presentation layer which are enforced on the server side, such that controls and parameters cannot be re-enabled or re-added from higher privilege users. | | |
| 4.6 | All user and data attributes and policy information used by access controls cannot be manipulated by end users unless specifically authorized. | | |
| 4.7 | Verify the system can protect against aggregate or continuous access of secured functions, resources, or data. For example, possibly by the use of a resource governor to limit the number of edits per hour or to prevent the entire database from being scraped by an individual user. | | |
| 4.8 | There is a centralized mechanism (including libraries that call external authorization services) for protecting access to each type of protected resource. | | |
| 4.9 | Verify that the application or framework generates strong random anti-CSRF tokens unique to the user as part of all high value transactions or accessing sensitive data, and that the application verifies the presence of this token with the proper value for the current user when processing these requests. | | |
| 4.10 | Limitations on input and access imposed by the business on the application (such as daily transaction limits or sequencing of tasks) cannot be bypassed. | | |
| 4.11 | All access controls are enforced on the server side. | | |
| 5.0 Input Validation | | | |
| 5.1 | The runtime environment is not susceptible to buffer overflows, or that security controls prevent buffer overflows. | | |
| 5.2 | All input validation failures result in input rejection. | | |
| 5.3 | All input validation or encoding routines are performed and enforced on the server side. | | |
| 5.4 | Single/Centralized input validation control is used by the application for each type of data that is accepted. | | |
| 5.5 | All input validation failures are logged. | | |
| 5.6 | All input data is canonicalized for all downstream decoders or interpreters prior to validation. | | |
| 5.7 | The runtime environment is not susceptible to SQL,LDAP,OS,XML Injection, or that security controls to prevent the Injection attacks. | | |
| 5.8 | All untrusted data that are output to HTML (including HTML elements, HTML attributes, JavaScript data values, CSS blocks, and URI attributes) are properly escaped for the applicable context. | | |
| 5.9 | If the application framework allows automatic mass parameter assignment (also called automatic variable binding) from the inbound request to a model, verify that security sensitive fields such as accountBalance,role, password etc. are protected from malicious automatic binding. | | |
| 5.10 | The application has defenses against HTTP parameter pollution attacks, particularly if the application framework makes no distinction about the source of request parameters (GET, POST, cookies, headers, environment, etc.) | | |
| 6.0 Output Encoding/Escaping | | | |

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| 6.1 | All untrusted data that are output to HTML (including HTML elements, HTML attributes, JavaScript data values, CSS blocks, and URI attributes) are properly escaped for the applicable context. | | |
| 6.2 | All output encoding/escaping controls are implemented on the server side. | | |
| 6.3 | Output encoding /escaping controls encode all characters not known to be safe for the intended interpreter. | | |
| 6.4 | All untrusted data that is output to SQL interpreters use parameterized interfaces, prepared statements, or are escaped properly. | | |
| 6.5 | All untrusted data that are output to XML,LDAP,OS use parameterized interfaces or are escaped properly. | | |
| 6.6 | All untrusted data that are output to any interpreters not specifically listed above are escaped properly. | | |
| 6.7 | For each type of output encoding/escaping performed by the application, there is a single/centralized security control for that type of output for the intended destination. | | |
| 7.0 Cryptography Requirements | | | |
| 7.1 | All cryptographic functions used to protect secrets from the application user are implemented on server side. | | |
| 7.2 | All cryptographic modules fail securely. | | |
| 7.3 | Access to any master secret(s) is protected from unauthorized access (a master secret is an application credential stored on disk which is used to protect access to security configuration information). | | |
| 7.4 | Password hashes are salted uniquely when they are created. | | |
| 7.5 | Cryptographic module failures are logged. | | |
| 8.0 Error Handling and Logging | | | |
| 8.1 | All logging controls are implemented on the server. | | |
| 8.2 | Verify security logging controls, provide the ability to log both success and failure events that are identified as security-relevant. | | |
| 8.3 | All events that include untrusted data will not execute as code in the intended log viewing software. | | |
| 8.4 | Single logging implementation is used by the application. | | |
| 8.5 | Application does not log application-specific sensitive data that could assist an attacker, including user's session ids and personal or sensitive information. | | |
| 8.6 | All code implementing or using error handling and logging controls is not affected by any malicious code. | | |
| 9.0 Data Protection | | | |
| 9.1 | All forms containing sensitive information have disabled client side caching, including autocomplete features. | | |
| 9.2 | All sensitive data is sent to the server in the HTTP message body (i.e., URL/GET parameters are never used to send sensitive data). | | |
| 9.3 | All cached or temporary copies of sensitive data sent to the client are protected from unauthorized access or purged/invalidated after the authorized user accesses the sensitive data (e.g., the proper no-cache and no-store Cache-Control headers are set). | | |
| 9.4 | There is a method to remove each type of sensitive data from the application at the end of its required retention period. | | |
| 10.0 Network Communication Security | | | |

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| 10.1 | A path can be built from a trusted CA to each Transport Layer Security (TLS) server certificate, and each certificate is valid. | | |
| 10.2 | Failed SSL/TLS connections do not fall back to an insecure connection. | | |
| 10.3 | SSL/TLS is used for all connections (including both external and backend connections) that are authenticated or that involve sensitive data or functions. | | |
| 10.4 | SSL/TLS connection failures are logged. | | |
| 10.5 | Certificate paths are built and verified for all client certificates using configured trust anchors and revocation information. | | |
| 10.6 | All connections to external systems that involve sensitive information or functions use an account that has been set up to have the minimum privileges necessary for the application to function properly. | | |
| 10.7 | There is a single standard SSL/TLS implementation that is used by the application that is configured to operate in an approved mode of operation | | |
| 11.0 HTTP Security | | | |
| 11.1 | "Redirect" (i.e. 302 Object moved) do not include unvalidated data. Form data redirect may be hijacked if compromised or mismanaged. If it is redirected to a site in a different domain, the users cannot tell whether the site is trusted or not before sensitive data contained in the form are submitted. Therefore, we recommend to NOT implement "redirect" when accepting sensitive information from user forms. | | |
| 11.2 | The application accepts only a defined set of HTTP request methods, such as GET and POST. | | |
| 11.3 | Every HTTP response contains a content type header specifying a safe character set (e.g., UTF-8). | | |
| 11.4 | The HTTPOnly flag is used on all cookies that do not specifically require access from JavaScript. | | |
| 11.5 | The secure flag is used on all cookies that contain sensitive data, including the session cookie. | | |
| 11.6 | HTTP headers in both requests and responses contain only printable ASCII characters and do not expose detailed version information of system components. | | |
| 11.7 | The HTTP header, X-Frame-Options is in use for sites where content should not be viewed in a 3rd-party X-Frame. A common middle ground is to send SAME ORIGIN, meaning only websites of the same origin may frame it. | | |
| 11.8 | The application generates a strong random token as part of all links and forms associated with transactions or accessing sensitive data, and that the application verifies the presence of this token with the proper value for the current user when processing these requests. | | |
| 11.9 | The HTTP header can be easily manipulated by an attacker and must not be used for security decisions. | | |

| API Security Review Checklist | | Availability Response | Bidder Response |
|---|---|-----------------------|-----------------|
| INSTRUCTIONS: Fill in all applicable sections. Use drop down menus where available. Insert N/A as appropriate. | | | |
| 1.0 | Authentication & Authorization | Yes / No | |
| 1.1 | Use secure authentication mechanism | | |
| 1.2 | Ensure secure storage of passwords, API tokens & keys | | |
| 1.3 | Ensure encryption of sensitive data & tokens in transit and at rest | | |
| 1.4 | Never place the credentials in source code | | |
| 1.5 | Configure maximum login retries following the IS policy of organization | | |
| 2.0 | Access Security | | |
| 2.1 | Use HTTPS instead of HTTP | | |
| 2.2 | Display as minimum information as possible in you API request/response | | |
| 3.0 | Input Security | | |
| 3.1 | Sensitive data protection in URL | | |
| 3.2 | Use appropriate HTTP method according to the operation | | |
| 3.3 | Ensure content validation controls for input security | | |
| 3.4 | Ensure Secure Coding Practice | | |
| 3.5 | Make trusted updates of packages | | |

| | | | |
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| 3.6 | Apply caching and rate limiting | | |
| 4.0 | Output Security | | |
| 4.1 | Ensure content validation controls for output security | | |
| 4.2 | Use appropriate HTTP response headers for output security | | |
| 5 | Data Processing Security | | |
| 5.1 | Ensure Object level authorization | | |
| 5.2 | Ensure XML External Entities (XXE) prevention | | |
| 5.3 | Ensure data rate limiting | | |
| 5.4 | Do not use test environment in production mode | | |
| 6 | Monitoring Security | | |
| 6.0 | Ensure API logging & monitoring mechanism | | |
| 6.1 | Limit number of API calls | | |

| Application Security Review Checklist | | Availability Response | Bidder response |
|---|---|-----------------------|-----------------|
| INSTRUCTIONS: To be completed by the Project Manager, developer, and ISO during the Definition, Technical Design and Validation Project Phases, except where noted as not required. Fill in all applicable sections. Use drop down menus where available. Insert N/A as appropriate. | | | |
| Mobile Security Checks | | Yes / No | |
| 1.0 | Authentication & Authorization | | |
| 1.1 | Use secure authentication mechanism | | |
| 1.2 | Ensure secure storage of passwords, API tokens & keys | | |
| 1.3 | Ensure encryption of sensitive data & tokens in transit and at rest | | |
| 1.4 | Never place the credentials in source code | | |
| 1.5 | Configure maximum login retries following the IS policy of organization | | |
| 2.0 | Access Security | | |
| 2.1 | Use HTTPS instead of HTTP | | |
| 2.2 | Display as minimum information as possible in you API request/response | | |
| 3.0 | Input Security | | |
| 3.1 | Sensitive data protection in URL | | |
| 3.2 | Use appropriate HTTP method according to the operation | | |
| 3.3 | Ensure content validation controls for input security | | |
| 3.4 | Ensure Secure Coding Practice | | |
| 3.5 | Make trusted updates of packages | | |
| 3.6 | Apply caching and rate limiting | | |
| 4.0 | Output Security | | |
| 4.1 | Ensure content validation controls for output security | | |
| 4.2 | Use appropriate HTTP response headers for output security | | |
| 5 | Data Processing Security | | |
| 5.1 | Ensure Object level authorization | | |
| 5.2 | Ensure XML External Entities (XXE) prevention | | |
| 5.3 | Ensure data rate limiting | | |
| 5.4 | Do not use test environment in production mode | | |
| 6 | Monitoring Security | | |
| 6.0 | Ensure API logging & monitoring mechanism | | |
| 6.1 | Limit number of API calls | | |

SECTION VI: STANDARD FORMS

Form 1 Letter of Bid

INSTRUCTIONS TO BIDDERS: (delete this box once you have completed the document) Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

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

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

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

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

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

Alternative No.: *[insert identification No if this is a Bid for an alternative]* To: **[insert complete name of Procuring Agency]**

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:
the Technical Proposal, and
the Financial Proposal.

In submitting our Bid we make the following declarations:

No reservations: We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);

Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;

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;

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]*;

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]*;

Discounts: The discounts offered and the methodology for their application are:
The discounts offered are: *[Specify in detail each discount offered]*

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];*

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;

Performance Security: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

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**;

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;

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];*

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;

Not Bound to Accept: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

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.

Bidder Information Form

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

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

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

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

Page __ of ___ pages

| |
|--|
| 1. Bidder's Name <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> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. Establishing that the Bidder is not under the supervision of the Procuring Agency |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Bidder's JV Members Information Form

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

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

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

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

Page ___ of ___ pages

| |
|---|
| 1. Bidder's Name: <i>[insert Bidder's legal name]</i> |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i> |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i> |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i> |
| 5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i> |
| 6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

Total annual volume of Supplies delivered *(insert period)* years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*

Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last *(insert period)* years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement of compliance with the requirements of ITB 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures The information listed in 1.11 - 1.12 above shall be provided for each members of the joint venture.

The information in 1.13 above shall be provided for the joint venture.

Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that

all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

the execution of the entire Contract, including payment, shall be done ~~exclusively with the member in charge~~

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

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

Or [delete statement which does not apply]

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

Authorized Signature: _

Name and Title of Signatory: _

Name of Bidder: _____

Address: _____

Form FIN Financial Situation and Performance

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

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]* Joint Venture Member Name: *[insert full name]* RFB No. and title: *[insert RFB number and title]*

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

Financial data

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

Financial documents

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

reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

be independently audited or certified in accordance with local legislation.

be complete, including all notes to the financial statements.

correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the *[number]* years required above; and complying with the requirements.

Average Annual Turnover (Annual Sales Value)

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

Bidder's Name: [insert full name]

Date: [insert day, month, year] Joint Venture Member Name: [insert full name] RFB No. and title: [insert RFB number and title]

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

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

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

Price Schedule Forms

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

Preamble:

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

The Price Schedules are divided into separate Schedules as follows:

Supply and Installation Cost Sub-Table(s)

Recurrent Cost Sub-Tables(s)

Grand Summary Cost Table

*[insert: **any other Schedules as appropriate**]*

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.

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

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.

Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 15. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.

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.

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.

Supply and Installation Cost Table

As necessary for supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed.

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.

| | | | | Unit Prices / Rates | | | Total Prices | | |
|---|-----------------------|------------------------|----------|---------------------------|---------------------------|--------------------------------|---------------------------|---------------------------|--------------------------------|
| | | | | Supplied Locally | Supplied from Abroad | | Supplied Locally | Supplied from Abroad | |
| Component No. | Component Description | Country of Origin Code | Quantity | [insert: local currency] | [insert: local currency] | [insert: foreign currency A] | [insert: local currency] | [insert: local currency] | [insert: foreign currency A] |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Subtotals (to [insert: line item] of Supply and Installation Cost Summary Table) | | | | | | | | | |

Note: - - indicates not applicable.

| | |
|---------------------------------|--|
| Name of Bidder: | |
| Authorized Signature of Bidder: | |

Recurrent Cost Sub-Table [*insert: identifying number*]

The detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration. Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.

| | | Maximum all-inclusive costs (for costs in [<i>insert: currency</i>]) | | | | | | |
|---|-------------------|--|----|----|----|-----|----|---|
| Component No. | Component | Y1 | Y2 | Y3 | Y4 | ... | Yn | Sub-total for [<i>insert: currency</i>] |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | Annual Subtotals: | | | | | | | -- |
| Cumulative Subtotal (to [<i>insert: currency</i>] entry for [<i>insert: line item</i>] in the Recurrent Cost Summary Table) | | | | | | | | |

| | |
|---------------------------------|--|
| Name of Bidder: | |
| Authorized Signature of Bidder: | |

Note: The cost for maintenance must be quoted after expiry of the warranty period e.g. if a component is having three year warranty than the price charged for such maintenance shall be applicable after expiry of the warranty period.

Grand Summary Cost Table

| [| <i>insert: Local Currency]</i> Price | <i>insert: Foreign Currency]</i> Price |
|----------------------------------|--|--|
| 1. Supply and Installation Costs | | |
| 2. Recurrent Costs | | |
| 3. | Grand Totals (to Bid Submission Form) | |

| | |
|---------------------------------|--|
| Name of Bidder: | |
| Authorized Signature of Bidder: | |

Manufacturer's Authorization

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

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

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

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

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of product]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us: We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Therapeutic Goods offered by the above firm.

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

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

Title: *[insert title]*

Dated on ____ day of __, ____ *[insert date of signing]*

General Information Form

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

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

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

| Nationality of beneficial owners along with shares percentage | | | |
|--|------|-------------|------------------|
| | Name | Nationality | Share Percentage |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| To be completed by all owners of partnerships or individually owned firms. | | | |

Details of Contracts of Similar Nature and Complexity

| |
|--|
| Name of Bidder or partner of a Joint Venture |
|--|

Use a separate sheet for each contract.

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

Form of Bid Security

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]
[Guarantor letterhead or SWIFT identifier code]

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

No.: *[Procuring Agency to insert reference number for the Request for Bids]* **Alternative No.:** *[Insert identification No if this is a Bid for an alternative]* **Date:** *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

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

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

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

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

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

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

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

[Signature(s)]

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

Form of Bid-Securing Declaration

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

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

No.: *[number of bidding process]*

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

To: *[complete name of Procuring Agency]*

We, the undersigned, declare that:

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

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

have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

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

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

Name of the Bidder*__

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

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed__day of_ _____

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

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

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

Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

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

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

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

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

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

Authorized Signature:

Name and Title of Signatory: Name of Agency: Attachment: Contract
Copy: Appointing Authority and Supplier

SECTION VI: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

| | | | |
|----|--------------------|-----|--|
| 1. | Definitions | 1.1 | The following words and expressions shall have the meanings hereby assigned to them: |
| | | a) | “Availability” means ensuring timely and reliable access to and use of information |
| | | b) | “Authority” means Public Procurement Regulatory Authority. |
| | | c) | The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 45 hereunder. |
| | | d) | “Baseline” means a documented set of specifications for an information system, or a configuration item within a system, that has been formally reviewed and agreed on at a given point in time, and which can be changed only through change control procedures. |
| | | e) | “Cloud Services” means Cloud computing services for enabling ubiquitous, convenient, on- demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. The essential characteristics of these services include on-demand self-service, broad network access, resource pooling, rapid elasticity and measured service. |
| | | f) | “Cloud Services Provider” means a service provider responsible for delivering cloud services under an outsourcing arrangement, and meeting the following requirements: <ul style="list-style-type: none"> a) At least five (5) years of experience in delivering cloud services with impeccable track record b) Have third party certifications / assessments related to IT service delivery, business continuity & disaster recovery, and cyber / information security c) Have at least Tier III certified data centers |

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| | g) | “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. |
| | h) | “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC . |
| | i) | “Community cloud” means a cloud deployment model where the cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g. mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises. |
| | j) | “Confidentiality” means preserving authorized restrictions on information access and disclosures, including means for protecting personal privacy and proprietary information. |
| | k) | “Configuration Management” means a collection of activities focused on establishing and maintaining the integrity of information technology products and information systems, through control of processes for initializing, changing, and monitoring the configurations of those products and systems throughout the system development life cycle. |
| | l) | “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. |
| | m) | “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC . |
| | n) | “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. |
| | | “Cyber-attack” An attack, via cyberspace, targeting an enterprise’s use of cyberspace for the purpose of disrupting, disabling, destroying, or maliciously controlling a computing environment/infrastructure; or destroying the integrity of the data or stealing controlled information. |

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| | o) | “Cybersecurity” means the ability to protect or defend the use of cyberspace from cyber- attacks. |
| | p) | “Cybersecurity Incident” means a cybersecurity event that has been determined to have an impact on organization prompting the need for response and recovery. |
| | q) | “Cyberspace” means a global domain within the information environment consisting of the interdependent network of information system infrastructures including the internet, telecommunication networks, computer systems, and embedded processors and controllers. |
| | r) | “Day” means calendar day. |
| | s) | “Designated Payment System Operators / Payment Service Provider” Refer to PSOs / PSPs, which are designated as Systemically Important Payment System, under Payment Systems Designation Framework issued vide PSD Circular No. 02 of 2017, amended from time to time. |
| | t) | “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 5. |
| | u) | “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government. |
| | v) | “End User” means the organization(s) where the goods will be used, as named in the SCC. |

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| | x) | <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> |
| | y) | <p>“GCC” means the General Conditions of Contract contained in this section.</p> |
| | z) | <p>“Hybrid Cloud” means a cloud deployment model where the cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability.</p> |
| | aa) | <p>“Hyper Jacking” An attack in which an adversary takes malicious control over the hypervisor that creates the virtual environment within a virtual machine host.</p> |
| | | <p>“Incident” An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.</p> |
| | bb) | <p>“Information Assets” A collection of information, either tangible or intangible, that is worth protecting.</p> |

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| | cc) | “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 |
| | dd) | “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. |
| | ee) | “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC . |
| | ff) | “Information System,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract. |
| | gg) | “Information Security” The protection of information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide confidentiality, integrity, and availability. |
| | hh) | “Infrastructure as a Service” A cloud service model where the consumer is provided capability to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage and deployed applications; and possibly limited control to select networking components (e.g. host firewalls). |
| | ii) | “Integrity” Guarding against improper information modification or destruction, and including ensuring information non-repudiation and authenticity. |
| | jj) | “IT Change Management” IT change management is a process designed to understand and minimize risks while making IT changes. It is responsible for ensuring that IT changes are recorded, evaluated, planned, tested, implemented, and reviewed in a controlled manner. |

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| | kk) | “Multifactor Authentication” Authentication using two or more different factors to achieve authentication. Factors include: (i) something you know (e.g., password/PIN); (ii) something you have (e.g., cryptographic identification device, token); or (iii) something you are (e.g., biometric). |
| | ll) | “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. |
| | mm) | “Presentation Testing” A testing methodology in which assessors, typically working under specific constraints, attempt to circumvent or defeat the security features of an information system. |
| | nn) | “Platform as a Service” A cloud service model where the consumer is provided capability to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment. |
| | oo) | “Private Cloud” A cloud deployment model where the cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g. business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises. |
| | pp) | “Privilege User” A user that is authorized (and therefore, trusted) to perform security-relevant functions that ordinary users are not authorized to perform. |

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| | qq) | “Public Cloud” A cloud deployment model where the cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud service provider. |
| | rr) | “Recovery Point Objective” The point in time to which data must be recovered after an outage. |
| | ss) | “SCC” means the Special Conditions of Contract. |
| | tt) | “Security Event Monitoring” Security event monitoring provides real-time monitoring, correlation and analysis of activity in the environment, detecting and alerting on valid threats to the data and devices. |
| | uu) | “Software as a Service” A cloud service model where the consumer is provided capability to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser, or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user specific application configuration settings. |
| | vv) | “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency. |
| | xx) | “Suppliers Bid” The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency. |
| | yy) | “Supply Chain” Linked set of resources and processes between multiple tiers of developers that begins with the sourcing of products and services, and extends through the design, development, manufacturing, processing, handling, and delivery of products and services to the acquirer. |
| | zz) | “Tokenization” Tokenization is a process of replacing actual sensitive data elements with non-sensitive data that has no correlation with the dataset. |

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| | aaa) | “Virtual Private Network” Protected information system link utilizing tunneling, security controls, and endpoint address translation giving the impression of a dedicated line. |
| | bbb) | “Vulnerability” A weakness, susceptibility or flaw of an asset or control that can be exploited by one or more threats. |
| | ccc) | “Vulnerability Assessment” Systematic examination of an information system or product to determine the adequacy of security measures, identify security deficiencies, provide data from which to predict the effectiveness of proposed security measures, and confirm the adequacy of such measures after implementation. |

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| 2. Application and interpretation | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| | 2.2 | In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. |
| | 2.3 | The documents forming the Contract shall be interpreted in the following order of priority: Form of Contract, Special Conditions of Contract, General Conditions of Contract, Letter of Acceptance, Certificate of Contract Commencement Specifications Contractor's Bid, and Any other document listed in the Special Conditions of Contract as forming part of the Contract. |

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| 3. | Conditions Precedent | 3.1 | <p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <p>Submission of performance Security (or guarantee) in the form specified in the SCC;</p> <p>Furnishing of Advance Payment Unconditional Guarantee.</p> |
| | | 3.2 | <p>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;</p> |
| | | 3.3 | <p>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.</p> |
| 4. | Governing Language | 4.1 | <p>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.</p> |
| 5. | Applicable Law and Effectiveness of the contract | 5.1 | <p>The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.</p> |
| | | 5.2 | <p>The Contract shall be effective from the date specified in the SCC,</p> |
| 6. | Country of Origin | 6.1 | <p>The origin of goods and services making information systems may be distinct from the nationality of the Supplier.</p> |
| 7. | Scope of the Information System | 7.1 | <p>Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.</p> |

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| | | 7.2 | The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the |
| | | 7.3 | The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, |
| 8. | Supplier's Responsibilities | 8.1 | The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are |
| | | 8.2 | The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract |
| | | 8.3 | The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute |

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| | | 8.4 | The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract. |
| | | 8.5 | The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency. |
| | | 8.6 | The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor. |
| | | 8.7 | Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country. |
| | | 8.8 | The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors. |
| | | 8.9 | Other Supplier responsibilities, if any, are as stated in the SCC. |

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| 9. | Procuring Agency's Responsibility | 9.1 | The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract. |
| | | 9.2 | The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 14. |
| | | 9.3 | The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract. |
| | | 9.4 | If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain. |
| | | 9.5 | In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner. |
| | | 9.6 | The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion |

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| | | 9.7 | Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre- commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section’s Implementation Schedule and the Agreed and Finalized Project Plan. |
| | | 9.8 | The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract. |
| | | 9.9 | The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier’s responsibilities after the date of Operational Acceptance otherwise specified in the Contract. |
| | | 9.10 | The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract. |
| | | 9.11 | Other Procuring agency responsibilities, if any, are as stated in the |
| 10. | Prices | 10.1 | The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |
| | | 10.2 | Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency’s request for Bid Validity extension, as |
| 11. | Payment | 11.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC . |

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

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| | | 13.3 | A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the Procuring Agency. |
| 14. | Copy Rights | 14.1 | The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights. |
| | | 14.2 | The Procuring agency agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials |
| | | 14.3 | The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be |
| | | 14.5 | As applicable, the Procuring agency's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Procuring agency. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring agency may consider necessary or desirable to perfect the right, title, and interest of the Procuring agency in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring agency, and where permitted by applicable law, ensure that the holder of such a moral right waives it. |
| | | 14.6 | The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are specified in the SCC and in accordance with the SCC |

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| 15. | Software License Agreements | 15.1 | <p>Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring agency, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software.</p> <p>Such license to access and use the Software shall:</p> <p>be:</p> |
| | | | <p>nonexclusive;</p> <p>fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41;</p> <p>valid throughout the territory of the Procuring agency's Country (or such other territory as specified in the SCC); and</p> <p>subject to additional restrictions (if any) as specified in the SCC.</p> |
| | | | <p>b) permit the Software to be:</p> <p>used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;</p> <p>as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;</p> <p>if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;</p> |

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| | | | <p>reproduced for safekeeping or backup purposes; customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</p> <p>as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</p> |
| | | | <p>(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.</p> |
| | | 15.2 | <p>The Standard Software may be subject to audit by the Supplier, in accordance with the terms specified in the SCC, to verify compliance with the above license agreements.</p> |
| 16. | Confidential Information | 16.1 | <p>Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.</p> |
| | | 16.2 | <p>For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.</p> |

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| | | 16.3 | <p>Notwithstanding GCC Clauses 16.1 and 16.2:</p> <p>the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and</p> <p>the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,</p> <p>in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in</p> |
| | | 16.4 | <p>The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the</p> |
| | | 16.5 | <p>The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which:</p> <p>now or hereafter enters the public domain through no fault of the Receiving Party;</p> <p>can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</p> <p>otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.</p> |
| | | 16.6 | <p>The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p> |

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| | | 16.7 | The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC. |
| 17. | Project Plan | 17.1 | In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements. |
| | | 17.2 | The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC |
| | | 17.3 | If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35. |
| | | 17.4 | The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract |
| | | 17.5 | The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical |
| 18. | Sub-contracting | 18.1 | List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract |
| | | 18.2 | The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause |

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| | | 18.3 | For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in |
| 19. | Procurement and Delivery | 19.1 | Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site |
| | | 19.2 | Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements |
| | | 19.3 | Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably |
| 20. | Transportation | 20.1 | The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring |
| | | 20.2 | The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms. |
| | | 20.3 | Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country. |

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| 21. | Documents | 21.1 | <p>Unless otherwise specified in the SCC, the Supplier will provide the Procuring agency with shipping and other documents, as specified below;</p> <p>For Goods supplied from outside the Procuring agency’s Country:</p> <p>Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <p>two copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>usual transportation documents;</p> <p>insurance certificate;</p> <p>certificate(s) of origin; and</p> <p>estimated time and point of arrival in the Procuring agency’s Country and at the site.</p> <p>For Goods supplied locally (i.e., from within the Procuring agency’s country):</p> <p>Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate:</p> <p>two copies of the Supplier’s invoice showing the Goods’ description, quantity, unit price, and total amount;</p> <p>delivery note, railway receipt, or truck receipt;</p> <p>certificate of insurance;</p> <p>certificate(s) of origin; and</p> <p>estimated time of arrival at the site.</p> |
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| | | | <p>Customs Clearance</p> <p>The Procuring agency will bear responsibility for, and cost of, customs clearance into the Procuring agency's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Procuring agency's country in the Price Schedules referred to by Article 2 of the Contract Agreement.</p> <p>At the request of the Procuring agency, the Supplier will make available a representative or agent during the process of customs clearance in the Procuring agency's country for goods supplied from outside the Procuring agency's country. In the event of delays in customs clearance that are not the fault of the Supplier:</p> <p>the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 26; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.</p> |
| 22. | Product Upgrades | 22.1 | At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Procuring agency the latest versions of the available Information Technologies having equal or better performance or |
| | | 22.2 | At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring agency any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Procuring agency's Country. |
| | | | During performance of the Contract, the Supplier shall offer to the Procuring agency all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Procuring agency's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Document Cost table in its bid. |

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| 23. | Inspections and Test | 23.1 | The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes. |
| | | 23.2 | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring |
| | | 23.3 | Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency. |
| | | 23.4 | The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from |
| | | 23.5 | The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving |
| | | 23.6 | Operational Acceptance and the other obligations as affected If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the |

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| 24. | Installation of the System | 24.1 | As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the |
| | | 24.2 | The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued. |
| | | 24.3 | If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency puts the System into production operation. |

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| 25. | Commissioning | 25.1 | Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier: immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or immediately after Installation is deemed to have occurred, under GCC Clause 24.3. |
| | | 25.2 | The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence |
| 26. | Operational Acceptance Tests | 26.1 | The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan. At the Procuring agency's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after |
| | | 26.2 | If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan. |

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| 27. | Operational Acceptance | 27.1 | <p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <p>the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or</p> <p>the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or</p> <p>the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring agency</p> |
| | | 27.2 | <p>At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate</p> |
| | | 27.3 | <p>After consultation with the Procuring agency, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:</p> <p>issue an Operational Acceptance Certificate; or</p> <p>notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or</p> <p>issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises.</p> |

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

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

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

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| | | 30.3 | Such indemnities shall also not apply if any claim of infringement: is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization; is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier |
| 31. | Insurance | 31.1 | The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC . |
| 32. | Limitation of Liability | 32.1 | Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: 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 the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement |
| 33. | Related Services | 33.1 | The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in |
| | | a) | Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied |
| | | 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 |

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

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| 38. | Delays in the Supplier's Performance | 38.1 | Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. |
| | | 38.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
| | | 38.3 | Except as provided under GCC Clause 41 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 39 , unless an extension of time is agreed upon pursuant to GCC Clause 38.2 without the application of liquidated damages. |
| 39. | Liquidated Damages | 39.1 | Subject to GCC Clause 41 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 40 . |
| 40. | Termination for Default | 40.1 | The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. |
| | | 40.2 | Fundamental breaches of Contract shall include, but shall not be limited to the following: |

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| | | | a) | the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or |
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| | b |) the Supplier fails to perform any other obligation(s) under the Contract; |
| | c |) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ; |
| | d |) the supplier has abandoned or repudiated the contract. |
| | e |) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation. |
| | f) | a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment; |
| | g |) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and |
| | h |) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. |
| | 40.3 | F or the purpose of this clause: |
| | "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004. | |
| | 40.4 | In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. |

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| 41. | Termination for Force Majeure | 41.1 | <p>Notwithstanding the provisions of GCC Clauses 38, 39, and 40, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force</p> |
| | | 41.2 | <p>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.</p> |
| 42. | Termination for Insolvency | 42.1 | <p>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.</p> |
| 43. | Termination for Convenience | 43.1 | <p>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</p> |

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| | | 43.2 | The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect: |
| | | a) | To have any portion completed and delivered at the Contract terms and prices; and / or |
| | | b) | To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier. |
| 44. | Transfer of Ownership | 44.1 | With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in |
| | | 44.2 | Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements |
| | | 44.3 | Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors. |
| 45. | Disputes Resolution | 45.1 | In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by |
| | | 45.2 | After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties. |
| 46. | Procedure for Disputes Resolution | 46.1 | The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC . |
| | | 46.2 | The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses. |

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

SECTION VII: SPECIAL CONDITIONS OF THE CONTRACT (SCC) (IT)

Special Conditions of Contract (SCC)

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

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| Definitions (GCC 1) | | |
| 1. | 1.1 | The Procuring Agency is: National Bank of Pakistan NBP Head Office Building I.I. Chundrigar Road , Karachi, Pakistan |
| 2. | 1.1(j) | The Supplier is: |
| 3. | 1.1(q) | The title of the subject procurement or The Project is: Procurement of E- LEARNING Solution |
| Governing Language (GCC 4) | | |
| 4. | 4.1 | The Governing Language shall be: English |
| Applicable Law (GCC 5) | | |
| 5. | 5.1 | The Applicable Law shall be: Laws of the GOVERNMENT OF PAKISTAN |
| | 5.2 | The Contract shall be effective from the date..... |
| Country of Origin (GCC 6) | | |
| 6. | 6.1 | Country of Origin is Pakistan |
| Scope of the System (GCC 7) | | |
| 7. | 7.1 | Please refer to the Technical Specification in section V |
| Supplier Responsibilities (GCC 8) | | |

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| 8. | 8.1 | The Supplier shall have the following additional responsibilities: Please refer to section V |
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| Procuring Agency's Responsibilities (GCC 9) | | |
| 9. | 9.1 | The Procuring agency shall have the following additional responsibilities: Please refer to section V |
| Price (GCC 10) | | |
| 10. | 10.1 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Please refer to section V |
| Payment (GCC 11) | | |
| 11. | 11.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Please refer to the payment plan in section V |
| 12. | 11.2 | Payment for Goods and Services supplied from within Pakistan: Please refer to the payment plan in section V |
| 13. | 11.3 | Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be Please refer to section V |
| Performance Guarantee (GCC 12) | | |
| 14. | 12.1 | The amount of performance guarantee, as a percentage of the Contract Price, shall be: Please refer to the payment plan in section V |
| 15. | 12.4 | After delivery and acceptance of the Information System, 10 percent of the Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 29. |
| Taxes and Duties (GCC 13) | | |
| 16. | 13. | <i>"There are no Special Conditions of Contract applicable to GCC Clause 13"</i> |
| Copy Rights (GCC 14) | | |

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| 17. | 14.3 | The Procuring agency may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: none |
| 18. | 14.4 | The Procuring agencies and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows <i>not applicable</i> |

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| | | The Procuring agencies and Supplier’s rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows <i>Not applicable</i> |
| 19. | 14.5 | Maximum number of days during which a separate escrow contract must be agreed upon with a reputable escrow agent and any specific rights and obligations that the procuring agency wishes to establish in advance. |
| Software License Validity (GCC 15) | | |
| 20. | 15.1 (a)(iii) | The Standard Software license shall be valid <i>for NBP use.</i> |
| 21. | 15.1 (a)(iv) | Use of the software shall be subject to the following additional restrictions <i>None</i> |
| 22. | 15.1(b)(ii) | The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer “provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine;” |
| 23. | 15.1(b)(vii) | The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by “support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts;” |
| Confidential Information (GCC 16) | | |
| 24. | 16.1 | State: “There are no modifications to the confidentiality terms expressed in GCC Clause 16.1;” |
| 25. | 16.7 | <i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for as mentioned in GCC</i> |

| Project Plan (GCC 17) | | |
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| 26. | 17.1 | <i>"There are no Special Conditions of Contract applicable to GCC Clause please refer section V</i> |
| 27. | 17.2 | <i>"There are no Special Conditions of Contract applicable to GCC Clause Please refer section V</i> |
| 28. | 17.5 | <i>"There are no Special Conditions of Contract applicable to GCC Clause, Please refer section V</i> |

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| Sub-Contracting (GCC 18) | | |
| 29. | 18.1 | <i>"There are no Special Conditions of Contract applicable to GCC Clause 18."</i> |
| Transportation (GCC 19) | | |
| 30. | 19.1 | The Supplier <i>shall</i> be free to use transportation through carriers registered in any eligible country and <i>shall</i> obtain insurance from any eligible source country. |
| Documents (GCC 21) | | |
| 31. | 21.1 | The Supplier shall provide to the Procuring agency documents <i>[state "as specified in the GCC,"</i> |
| Products Upgrade (GCC 22) | | |
| 32. | 22.1 | The Supplier shall provide the Procuring agency: <i>"with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC" for further details please refer section V</i> |
| Inspections and Tests (GCC 23) | | |
| 33. | 23.1 | <i>There are no Special Conditions of Contract applicable to GCC Clause 23. For further details please refer section V</i> |
| Installations (GCC 24) | | |
| 34. | 24.1 | <i>There are no Special Conditions of Contract applicable to GCC Clause 24. For further details please refer section V</i> |
| Operational Acceptance Test (GCC 26) | | |
| 35. | 26.1 | Operational Acceptance Testing shall be conducted in accordance with <i>Please refer section V</i> |

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| Defect Liability (GCC 29) | | |
| 36. | 29.1 | For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: <i>Please refer section V</i> |
| 37. | 29.3 | The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: <i>Please refer section V</i> |
| 38. | 29.4 | The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for <i>Please refer section V</i> |
| 39. | 29.10 | During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within <i>Please refer section V</i> |
| Intellectual Property Rights Indemnity | | |
| 40. | 30.1 | <i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i> <i>Please refer section V</i> |
| Insurance (GCC Clause 31) | | |
| 41. | 31.1 | Not Applicable. <i>Please refer section V</i> |
| Related Services (GCC Clause 33) | | |
| 42. | 33.1 | Related services to be provided are: <i>Please refer section V</i> |
| Change Orders (GCC 34) | | |
| 43. | 34.1 | <i>There are no Special Conditions of Contract applicable to GCC Clause 34. Please refer the Section V</i> |
| Assignment (GCC 36) | | |
| 44. | 36.1 | Contract can be assigned - No |

Liquidated Damages (GCC Clause 39)

45. 39.1 Applicable rate: 0.2

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| | | Maximum deduction: is equal to the performance security. Note: <i>0.1 to 0.2 per cent per day of undelivered materials/good's value.</i> |
| Procedure for Dispute Resolution (GCC Clause 45) | | |

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| 46. | 45.1 | <p>Dispute Resolution</p> <p><u>For Contracts to be entered with foreign Contractor/ Service Provider:</u></p> <p><i>If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision: Arbitration proceedings shall be conducted in accordance with the rules of arbitration of [select one of the following: UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration]. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</i></p> <p><u>For Contracts to be entered with nationals of Pakistan:</u></p> <p>If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>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>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 Karachi and</p> |
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| | | <p>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>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>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 48) | | |
| 47. | 48.1 | <p>— Procuring Agency’s address for notice purposes: Procurement Division, Logistics, Communications & Marketing Group, National Bank of Pakistan 3rd Floor, Head Office Building, Karachi. 021- 99220331, 021-38902647</p> <p>—Supplier’s address for notice purposes:</p> |

**SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT
(SCC)(CLOUD HOSTING)**

Governance

- a) The conditions of contract regarding cloud hosting shall be governed by the 'Policy for Outsourcing Arrangements' of NBP and the 'Framework on Outsourcing to Cloud Service Providers' as directed by State Bank of Pakistan.
- b) NBP shall conduct appropriate due diligence of cloud service provider (herein after called CSP) and proactively identify any risks emanating from their cloud outsourcing (herein after called CO) arrangements including risks associated with sub-contracting by CSP.
- c) NBP shall maintain an effective oversight and management of risks emanating from the CO arrangement(s). NBP shall identify and manage risks related to sub-contracting, assessment of cloud service location(s) especially if outside Pakistan with specific focus on areas including but not limited to legal aspects; regulatory issues; jurisdictional concerns; availability; security and resilience of information assets and services; connectivity; political and security situation; ease of oversight; plausibility of NBP, SBP and external audit staff to travel for onsite assessment/ audit or alternate assurance mechanism.

Due Diligence of Cloud Service Provider

CSP and its material sub-contracting arrangements shall follow defined criteria, which shall include the following:

- a) Cost effectiveness, quality of service, and legal / regulatory / compliance risks.
- b) Meet legal and regulatory requirements of Pakistan.
- c) Comply with necessary minimum controls including physical security / internal controls based on the intended workloads, especially with respect to confidentiality, integrity, availability and resilience.
- d) ability to provide NBP the control over data residency enabling them to shift over preferred data center instance, depending upon the cloud service model, in order to host these services at such locations/countries/regions considering geopolitical risks.
- e) Cybersecurity and IT capabilities including adherence to international standards and best practices.
- f) Data security related controls.
- g) Access, audit and information rights to NBP, SBP and external auditors of the NBP.
- h) Support services.
- i) up to date certification and attestation of the CSPs including but not limited to IT service delivery, business continuity & disaster recovery, cyber / information security, and data center Tier III certification.
- j) For material workloads: Threat & Vulnerability Assessment or equivalent independent assessments of data centers to identify the security and operational weaknesses. The scope of such assessments shall include physical and environmental security, perimeter security, access controls, security & emergency procedures, monitoring, redundancy, natural disasters, and the political and economic climate of the country in which the data center resides. The assessment shall cover all data centers where NBP's' data / systems will reside.

Oversight

CSP shall allow NBP to:

- a) assess the performance against desired service levels and ongoing viability of the CSP and its services, cybersecurity practices and controls, changes in service location(s), sub-contracting, change of ownership, control environment; and timely response to emerging risks and issues.
- b) Review and monitor the CSP's compliance with legal, regulatory and contractual obligations.
- c) Access to their cloud data/workloads, wherever possible such as through cloud activity reports.
- d) Review internal control assessment / audit reports of the CSPs, in order to obtain assurance regarding the security and resilience.
- e) Conduct comprehensive audit of the CSP for material workload, either themselves or through third party assessors / pooled audits, at least once in two years. The scope of the audit shall at least include the infrastructure and related software used to deliver cloud services to the NBP. However, in case where audit/onsite assessment cannot be conducted due to a valid reason(s), NBP may rely on internationally recognized third party certifications and reports made available by the CSP, after sufficient understanding and review of their scope, methodology and the ability of the assessors.

Contingency Planning

CSP shall follow the contingency plan developed by NBP for their CO workloads in order to deal with any disruption/degradation of cloud related services. All possible scenarios regarding the unavailability of CSP related services due to various reasons such as technical/connectivity issues, inability of CSP to provide services due to legal actions in their respective jurisdictions, etc. shall be considered, In this regard, NBP shall be allowed to:

- a) Select appropriate implementation option (service and deployment model, availability zones, server/server-less, etc.) along with related communication technologies, to offer better resilience that commensurate with their workload.
- b) Maximize the redundancy by design and workload distribution, and implement health and monitoring checks for ensuring high availability of their cloud workloads.
- c) Ensure redundant and robust connectivity arrangements through different international internet cables and include penalties for disruption and downtimes in their agreements.
- d) Define clear roles and responsibilities including responsibility for signing off, updating and activating the contingency plan.
- e) Periodically review and update the contingency plan, taking into account developments, which may affect their feasibility. These may include increase in number of availability zones, changes in business requirements, new viable alternate CSP, technological changes, etc.
- f) Where possible, NBP may conduct collaborative testing of their contingency plan with their CSP. Further, NBP shall ensure that the deficiencies identified during testing are recorded and corrective actions are implemented. NBP shall conduct this test periodically (at least once annually) test the contingency plan against various scenarios including

disruption of internet / communication services, unavailability of CSP, etc.

Right to Audit, Access and Information

CSP shall ensure that NBP and SBP face no hindrance in conducting its supervisory functions. In this regard, CSP shall comply with the following requirements:

- a) SBP shall have right to conduct audits and onsite assessments of the CSP and its sub-contractors, if required. Further, there should be no restriction or prohibition on access to cloud related information assets and services for NBP, its auditors, independent assessors or SBP's authorized staff or such visits are otherwise not impractical.
- b) CSP shall ensure that access, audit and information rights provided through the contractual arrangement include the following (where applicable):
 - Premises, data, devices, information, systems, and networks used for providing the cloud services or monitoring its performance. These may include CSP's (and its sub-contractors) policies, processes, and controls;
 - Results of security testing carried out by CSP or on its behalf, on its applications, data, and systems to assess the effectiveness of the implemented cybersecurity processes and controls;
 - Results of security testing carried out by the sub-contractors or on its behalf, on its applications, data, and systems, where applicable, to ascertain effectiveness of the cybersecurity processes and controls;
 - Company and financial information;
 - CSPs' external auditors, personnel, and premises.
- c) In case, where audit/onsite assessment cannot be conducted for a valid reason(s), NBP may rely on internationally recognized third party certifications, and reports made available by the CSP. However, reliance on these third party certifications and reports shall be supported by adequate understanding and review of the scope, the methodology applied therein and the ability of the third party and CSP to clarify matters relating to the assessment. Further, NBP shall have contractual right to request for the expansion of the scope of the certifications / assessments / audits to cover relevant controls and systems.
- d) CSP shall timely provide any information requested by SBP, whenever required.
- e) CSP shall ensure that all appropriate and timely remediation actions are taken to address any audit findings.

Exit Planning

CSP shall allow NBP to execute an exit plan if required by NBP. In this regard, CPS shall comply with the following requirements:

- a) Allow NBP to implement measures including but not limited to contractual or escrow arrangements, to ensure continuity of critical business services in case of exit.
- b) Allow NBP to complete removal of data including logs from all locations of CSP in case of exit.

- c) without prejudice to other conditions of termination provided in GCC and SCC (IT), NBP shall have right to terminate the CO agreement in the following circumstances:
- Change in ownership of the CSP
 - Insolvency or liquidation of the CSP
 - CSP goes into judicial administration
 - CSP is in breach of applicable laws, regulations or contractual provisions
 - Significant and material breach of security or confidentiality
 - Demonstrable deterioration to perform the contracted service

Sub-Contracting

For material sub-contracting, CSP shall comply with the following requirements:

- a) CSP shall allow visibility to NBP of the CSP supply chain to ensure that the CSP maintains and provides an updated list of its sub-contractors.
- b) CSP shall not engage in large, complex sub-contracting for their operational resilience, without written approval of NBP and allowing NBP to oversee and monitor the emanating risks.
- c) CSPs shall only engage in sub-contracting if such arrangements do not give rise to excessive operational risks, and sub-contractor agrees to comply with all applicable legal, regulatory, contractual, audit and access requirements including granting NBP and SBP contractual access, audit and information rights.
- d) CSP shall allow NBP to review material sub-contracting agreements of the CSP and to ascertain that the legal, regulatory, operational, and cybersecurity requirements are complied with, throughout the supply chain.

User Access Management and Authentication

NBP shall implement complete life cycle of user access management for their cloud related workloads, while complying with the following requirements. CSP shall not be allowed any access to NBP's systems, software and data.

Requirements:

1. Implement at-least four eye principle for user access administration.
2. Periodically review user access right changes independently.
3. Ensure that the use and access of service, generic and administrative accounts are controlled and monitored. Moreover, the REs shall implement MFA and limit use of these accounts through dedicated machines only.
4. Create separate account of administrative users for routine operations, and implement enhanced password controls (length, complexity, age).
5. Implement MFA and IP source restrictions (wherever possible) for their users accessing cloud environment.

6. Monitor and document the use of master account, and permit its usage only under exceptional circumstances.
7. Implement access controls for data backups including log data, of cloud related workloads.
8. Ensure that CSPs do not have access to REs' systems, software and data.

Change and Configuration Management

CSP shall follow NBP's plan and implement configuration management in conjunction with IT change management to ensure safe and secure operations of cloud services. In this regard, CSP shall comply with the following requirements for their cloud related workloads:

- a) CSP shall allow NBP detecting unauthorized changes to cloud environment, and configure automated alerts for the changes.
- b) CSP shall comply with documented configuration management (CM) procedures for cloud related workloads including change request and approval procedures, change prioritization and impact assessment, change reporting, roles and responsibilities, timeframe for patching and software releases.
- c) CSP shall have well-defined and robust CM controls, and notify NBP in advance of the changes.
- d) the changes proposed by CSP shall be tested by NBP before their implementation on the production environment.
- e) CSP shall create and maintain baselines for cloud hosted systems, and periodically review, monitor, report and remediate non-compliance with the baselines.

Incident Management

CSP shall provide effective and efficient remediation of the incidents requiring timely detection and proper integration with the incident response and management processes. With the increase in sophistication of cyber-attacks, there is a need to use advance analytics to correlate events across multiple systems. For incident management, CSP shall comply with the following requirements for their cloud related workloads:

- a) In consensus with NBP, CSP shall prepare criteria, performance requirements and procedures for escalation, notification, containment and closure of incidents (including IT, cyber incidents).
- b) CSP shall provide access to NBP to the incident and root cause analysis reports.
- c) CSP to designate a SIRT to provide timely response to IT/cyber incidents. In this regard, roles and responsibilities of CSP and NBP's teams shall be formalized
- d) CSP shall allow the Security Incident Response Team of NBP to provide timely response to IT/cyber incidents.
- e) CSP shall provide reasonable access to necessary information to assist in any NBP's investigation arising due to an incident in the cloud.

- f) CSP shall conduct a formal post incident review of the material cloud related incidents and provide their report to NBP.
- g) CSP shall discuss the cloud related incidents with NBP's Information Technology Steering Committee for further action and guidance.
- h) CSP should have arrangements for Periodically review and test Incident Response Plan of cloud related workloads at least once annually by NBP, keeping in view cybersecurity as one of key considerations

Data Security

NBP shall have the right to:

- a) Encrypt data at rest (including backups) and in transit using strong and non-obsolete cryptographic algorithms.
- b) desensitize the production data before porting or using it on non-production environment(s).
- c) Ensure that their data in the cloud environment is clearly identifiable and segregated.
- d) Take appropriate measures for the protection of Personally Identifiable Information (PII); and ensure compliance with the requirements of laws of Pakistan at all times. Further, REs shall ensure that CSPs do not disclose their data to any third party including foreign governments / courts / law enforcement agencies without their consent.
- e) Ensure that CSP does not use their data for any commercial purposes.
- f) Implement reasonable backup and restoration testing mechanism, depending on the nature of the workloads in compliance with the defined RPOs. Further, the backup mechanism shall have ransomware protection, and the backup restoration testing exercise shall be conducted at least on a half-yearly basis.
- g) Classify information assets in terms of their sensitivity, confidentiality & availability, and implement additional controls for high value cloud information assets.
- h) Implement controls to prevent unauthorized exfiltration of data from the cloud environment. These controls shall include deployment of content inspection technologies, controls on data downloading and extraction, monitoring unusual data access, etc.
- i) Ensure that they are notified about any proposed change in the location of their data, and have contractual right to reject such change, or terminate the CO arrangement on such grounds.
- j) Ensure that data is deleted from all storage locations of the CSP following an exit or termination of the CO arrangement, and where applicable, from the systems of any sub-contractor by requesting written confirmation from the CSP.

Cryptographic Key Management

The security of the cryptographic keys is critical for ensuring the data security. CSP shall allow NBP to:

- a) Review the details of the cryptographic algorithms and other related parameters such as key lengths, renewals etc through a subject matter expert.
- b) Access the details of the location, ownership and management of the encryption keys and Hardware Security Module (HSM).
- c) Ensure that the cryptographic keys are unique and generated only by NBP. Further, NBP must have the sole ability to administer/manage these keys and HSM.
- d) Periodically change the cryptographic keys in accordance with the international standards and best practices.
- e) Ensure that the encryption keys are stored separate from the virtual images and information assets.
- f) Deploy/implement HSM with due controls for material workloads.

Tokenization

Depending on the sensitivity of data workload, NBP may implement tokenization to minimize the data footprint. While implementing tokenization, NBP shall assess and evaluate the features and data interactions of the tokenization solution. NBP shall also ensure that the CSPs do not have access or control over the tokenization solution.

Network Architecture

CSP shall allow NBP to implement controls for protection against plausible threats/attacks including cloud specific attacks, by implementing the following requirements:

- a) NBP shall ensure security of their CO arrangements and on premise environments by implementing controls at appropriate locations to detect and mitigate security breaches and ongoing attacks. These controls shall include but not limited to perimeter security, network IDS/IPS, WAF, DDoS protection, etc.
- b) NBP shall implement network segmentation based on type of workloads (e.g. production, pre- production, quality assurance, development, etc.) and purpose (e.g. end-users, critical servers, other servers, middleware, interface, etc.). In this regard, a dedicated network segment (i.e. management network) not accessible from other operational segments shall be implemented for administration purposes. Further, all internet traffic shall be routed through a dedicated network segment (i.e. security segment) and other network segments shall not have direct internet access.
- c) NBP shall secure traffic between the cloud and on premise environment using a VPN or direct network connection with stringent access control rules configured to ensure routing of traffic from/to dedicated source and destination IPs.
- d) NBP shall monitor and control access to and security of the cloud environments. In this regard, regularly review the firewall rules and access lists, especially after any changes.

Security Testing

- a) CSP shall allow NBP to conduct vulnerability assessment, penetration testing and scenario based security testing of their systems hosted with the CSP on periodic basis, at least once

- annually.
- b) CSP shall conduct vulnerability assessment and penetration testing for the infrastructure and applications managed by them, at least once annually in order to provide security assurance to NBP.
 - c) NBP shall ensure that security testing is conducted while taking into consideration various scenarios and threats that are unique to cloud services including but not limited to hypervisor jumping, weak application programming interfaces, DoS hyper jacking, wrapping attacks, cloud malware injection, side channel attacks, etc.
 - d) NBP shall ensure that all vulnerabilities identified for their cloud related workloads are categorized in terms of risk, tracked and rectified (including post validated). For the infrastructure and applications managed by the CSP, NBP shall implement alternate mechanism for obtaining assurance that the vulnerabilities are timely rectified.
 - e) In case of material cloud outsourcing, NBP shall ensure independent Threat & Vulnerability Assessment of CSP's data centers hosting the data/systems of NBP, at least once annually.

Security Event Monitoring

In order to establish mechanisms for security event monitoring CSP shall allow NBP to:

- a) Leverage the controls/tools available in the cloud environment to enforce consistent security standards and baselines, automated response, remediation and notification.
- b) Allow NBP to Integrate CSP related services with their Security Information and Event Management solutions to provide a detailed analysis of the security logs. In this regard, cloud specific incident scenarios with correlation rules shall be implemented.
- c) Allow Security Operations Center (SOC) of NBP to ensure that cloud related activities are effectively monitoring on 24x7 basis.

Other Requirements

- a) CSP shall allow NBP to monitor and review capacity utilization of their cloud workloads.
- b) CSP shall provide adequate training of the cloud environment, to the end-users and privileged users of NBP.
- c) All security incidents / breaches shall be reported to NBP which shall report to SBP in compliance with the requirements specified in the 'Enterprise Technology Governance & Risk Management Framework for Financial Institutions' or as advised by SBP from time to time. Further, NBP shall conduct investigations to identify the root cause, take appropriate actions to prevent recurrence of such incidents in future and fix responsibility for such lapse.

SECTION IX: CONTRACT FORMS

Form of Contract

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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:-

This form of Contract;
The Form of Bid and the Price Schedule submitted by the Bidder;
The Schedule of Requirements;
The Technical Specifications;
The Special Conditions of Contract;
The General Conditions of the Contract;
The Procuring Agency’s Letter of Acceptance; and
[Add here: any other documents]

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.

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

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by__the____(for the Procuring Agency) Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by__the____(for the Procuring Agency) Witness to the signatures of the Supplier:

Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

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

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title: _____

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

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

and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten 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]

Declaration of Beneficial Owners

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts over Fifty Million Pak Rupees as per PPRA S.R.O. 592(I) 2022

[In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall Blocklist the said company in accordance with rule 19 (1) (a) of Public Procurement Rules. 2004. and Reject the bid of the said company. The object or class of objects procured in contravention of any provision of S.R.O. 592(I) 2022 shall amount to mis-procurement]

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

| Sr. No | Particulars | |
|--------|--|--|
| 1. | Name | |
| 2. | Legal Form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/Partnership Firm/Trust/Any Other Individual/Body/Corporate (to be specified). | |
| 3. | Date of Incorporation/Registration | |
| 4. | Name of Registering Authority | |
| 5. | Business Address | |
| 6. | Country | |

| | | |
|-----|--|--|
| 7. | Email Address | |
| 8. | Percentage of Shareholding, Control or Interest of BO in the Legal Person or Legal Arrangement. | |
| 9. | Percentage of Shareholding, Control or Interest of the Legal Person or Legal Arrangement in the Company. | |
| 10. | Identify of Natural Person who ultimately owns or Controls the Legal Person or Arrangement. | |

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as said opposite respective names).

| Sr. No | Particulars | |
|---------------|---|--|
| 1. | Name and Surname (In block letters) | |
| 2. | CNIC Number (In case of foreigner, Passport Number) | |
| 3. | Father's/Husband's name in full | |
| 4. | Current Nationality | |
| 5. | Any Other Nationality (ies) | |
| 6. | Occupation | |
| 7. | Residential Address in full or the Registered/Principal Office Address for the Subscribers other than the Natural Person. | |
| 8. | Number of shares taken by Cash Subscriber (in figures and words) | |

| | | |
|----|--|--|
| 9. | Total Number of shares taken in Figures and Words. | |
|----|--|--|

10. Any other information incidental to or relevant to beneficial owner(s).

Name and signature

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

Declaration of Beneficial Owners

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts over Fifty Million Pak Rupees as per PPRA S.R.O. 592(I) 2022

[In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall Blocklist the said company in accordance with rule 19 (1) (a) of Public Procurement Rules. 2004. and Reject the bid of the said company. The object or class of objects procured in contravention of any provision of S.R.O. 592(I) 2022 shall amount to mis-procurement]

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

| Sr. No | Particulars | |
|--------|-------------|--|
| 1. | Name | |

| | | |
|-----|--|--|
| 2. | Legal Form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/Partnership Firm/Trust/Any Other Individual/Body/Corporate (to be specified). | |
| 3. | Date of Incorporation/Registration | |
| 4. | Name of Registering Authority | |
| 5. | Business Address | |
| 6. | Country | |
| 7. | Email Address | |
| 8. | Percentage of Shareholding, Control or Interest of BO in the Legal Person or Legal Arrangement. | |
| 9. | Percentage of Shareholding, Control or Interest of the Legal Person or Legal Arrangement in the Company. | |
| 10. | Identify of Natural Person who ultimately owns or Controls the Legal Person or Arrangement. | |

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as said opposite respective names).

| Sr. No | Particulars | |
|--------|---|--|
| 1. | Name and Surname (In block letters) | |
| 2. | CNIC Number (In case of foreigner, Passport Number) | |
| 3. | Father's/Husband's name in full | |

| | | |
|----|---|--|
| | | |
| 4. | Current Nationality | |
| 5. | Any Other Nationality (ies) | |
| 6. | Occupation | |
| 7. | Residential Address in full or the Registered/Principal Office Address for the Subscribers other than the Natural Person. | |
| 8. | Number of shares taken by Cash Subscriber (in figures and words) | |
| 9. | Total Number of shares taken in Figures and Words. | |

10. Any other information incidental to or relevant to beneficial owner(s).

Name and signature

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