



BIDDING DOCUMENTS

For

***Renewal of Red Hat Enterprise Linux
Subscription Services***

(Single Stage - Two Envelope)

July 2024

Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC)
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Preface

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid.

Document comprises of the Sections listed below:

Section I	Invitation for Bids (IFB)
Section II	Bid Data Sheet (BDS)
Section III	Instructions to Bidders (ITB)
Section IV	Evaluation Criteria
Section V	Technical Specification
Section VI	Technical Proposal Forms
Section VII	Financial Proposal Forms
Section VIII	Form of Contract Agreement
Section IX	General Conditions of Contract (GCC)
Section X	Special Conditions of Contract (SCC)
Section XI	Appendices (Contract)



State Bank of Pakistan (SBP BSC)

Section I. Invitation for Bids (IFB)

GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Date: 18 July, 2024

- 1) This Invitation for Bids follows the Procurement Advertisement (PA) No. GSD (PROC-I)/ 91912/SERVICES/RedHat/2024 for Renewal of in-use Red Hat Enterprise Linux Subscription Services.
- 2) The State Bank of Pakistan has reserved the funds for the procurement planned during the financial year [FY 2024-25]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the procurement.
- 3) SBP Banking Services Corporation (SBP-BSC) now invites sealed bids from eligible bidders that meet the following eligibility criteria:
 - a. Bidder must be Original Equipment Manufacturer (OEM) / OEM's Authorized Partner/Reseller/Distributor in Pakistan having a currently valid partnership certificate from OEM;
 - b. Bidder must be authorized by their OEM specifically for this procurement;
 - c. Bidder must be registered with Income and Sales Tax Department and must appear on Active Taxpayer List of FBR;
 - d. Bidder must not be blacklisted or in breach of performance with SBP or any Organization(s).
- 4) The bidding shall be conducted in line with the Single Stage Two Envelope Procedure given under Rule 36 (b) of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Public Procurement Regulatory Authority (from time to time) and is open to all potential bidders.
- 5) All bids must be accompanied by a Bid Security in an acceptable form amounting to PKR 1,000,000/-.
- 6) This IFB & Bidding Documents are also available on websites: <http://www.ppra.org.pk> & <http://www.sbp.org.pk>.
- 7) The original bid along with one (01) copy, properly filled in, and enclosed in sealed envelope(s) must be delivered at the office of the undersigned on or before **Tuesday, 13 August 2024 11:00 AM**. The bids (technical part of the bids) will be opened same day at **11:30 AM** in public and in the presence of bidders' representatives who choose to attend in the opening at the **Meeting Room, General Services Department 4th Floor BSC House, SBP Banking Services Corporation, I.I. Chundrigar Road, Karachi –Pakistan**.

Senior Joint Director

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4th Floor BSC House, I.I Chundrigar Road, Karachi

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Contents

Section I. Invitation for Bids (IFB)	3
Section II. Bid Data Sheet (BDS)	6
BDS 1. Method of Procurement	6
BDS 2. OEM	6
BDS 3. Name of Procuring Agency.....	6
BDS 4. Title of Procurement	6
BDS 5. Eligible Bidders	6
BDS 6. Clarification of the bidding Documents and	7
BDS 7. Prices.....	7
BDS 8. Bid Currency	7
BDS 9. Minimum Qualification/Eligibility requirements.....	7
BDS 10. Bid Security.....	7
BDS 11. Bid validity period.....	8
BDS 12. Sealing and Marking of Bids	8
BDS 13. Contents of the Technical Proposal Envelope	9
BDS 14. Contents of the Financial Proposal Envelope	9
BDS 15. Address for bid submission.....	9
BDS 16. Deadline for bid submission	9
BDS 17. Date and Time of bid opening.....	9
BDS 18. Place of bid opening	10
BDS 19. Evaluation of Bids	10
BDS 20. Procuring Agency’s Right to Vary Inputs/Outputs	10
BDS 21. Signing of Contract.....	10
BDS 22. Performance Security.....	10
BDS 23. Preliminary Evaluation	10
Section III. Instructions to Bidders (ITB)	11
A. Introduction.....	11
B. The Bidding Documents.....	15
C. Preparation of Bids.....	16
D. Submission of Bids.....	19
E. Opening and Evaluation of Bids	20
F. Award of Contract.....	22
Section IV. Evaluation Criteria	27
Section V. Technical Specification	28
Section VI. Technical Proposal Forms	29
Form T1 Bid Form	30
Form T2 Bidder’s Representative	31

Form T3	Bidders Eligibility/Qualification Criteria	32
	Annex-1 to Form T3	Error! Bookmark not defined.
Form T4	Technical Compliance	33
Form T5	Schedule of Activity	34
Form T6	Manufacturer’s Authorization Form.....	35
Form T7	Integrity Pact	36
Form T8	Affidavit for Bidder’s Blacklisting Status	37
Form T9	Bid Security Form (Bank Guarantee)	38
Form T10:	Declaration for Ultimate Beneficial Owners Information	39
Section VII.	Financial Proposal Forms	41
Form F1	Bid Form with Financials.....	42
Form F2	Price Schedule in PKR.....	43
Section VIII.	Form of Contract	44
Section IX.	General Conditions of Contract (GCC)	46
1.	General Provisions.....	46
2.	Commencement, Completion, Modification, and Termination of Contract	47
3.	Obligations of the Service Provider	49
4.	Service Provider’s Personnel	52
5.	Obligations of the Procuring Agency	52
6.	Payments to the Service Provider.....	52
7.	Quality Control.....	53
8.	Settlement of Disputes	53
9.	Independent Contractor Status	54
Section X.	Special Conditions of Contract (SCC)	55
Section XI.	Appendices (Contract)	57
Appendix -1	Notification of Award.....	58
Appendix -2	Acceptance Letter.....	59
Appendix-3	Supplier’s Representative	60
Appendix-4	Technical Specifications	61
Appendix-5	Schedule of Activity.....	62
Appendix-6	Price Schedule	63
Appendix-7	Payment Schedule	64
Appendix-8	Supplier Account Form (S2)	65
Appendix -9	Performance Security (Bank Guarantee).....	66
Appendix -10	Integrity Pact	67
Appendix - 11.	Declaration for Ultimate Beneficial Owners Information.....	68
Appendix - 12.	The Service Provider’s Bid.....	69

Section II. Bid Data Sheet (BDS)

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

BDS 1.	Method of Procurement	ITB 1.19
<p>Bidding will be conducted under Competitive Bidding:</p> <p>Single Stage Two Envelope Procedure-Rule 36 (b) of the Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR 2004.</p> <p>Technical and Financial proposals must be in separate sealed envelopes.</p>		
BDS 2.	OEM	ITB 1.20
<p>“Original Equipment Manufacturer” (OEM): The OEM for the purpose of this bid shall be “Red Hat”</p>		
BDS 3.	Name of Procuring Agency	ITB 1.5
<p>SBP Banking Services Corporation (SBP-BSC)</p>		
BDS 4.	Title of Procurement	ITB 1.2
<p><i>Renewal of Red Hat Enterprise Linux Subscription Services</i></p> <p>IFB No. GSD (PROC-I)/ 91912/SERVICES/RedHat/2024</p>		
BDS 5.	Eligible Bidders	ITB 2
<p>Bidders that meet the eligibility criteria pursuant to Form T3 ‘Minimum Qualification / Eligibility requirements’ can participate in this Bidding Process.</p> <p>Bidder who has violated the law of land of any country and is in any sanction list will not be eligible to participate in the bidding/procurement process. Blacklisted bidders are not allowed to participate in the bidding process. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years. (Submission of undertaking to this effect on legal stamp paper as per Form T8 is mandatory).</p> <p>Joint Ventures and Consortiums are not allowed.</p> <p>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.</p> <p>Following countries are ineligible to participate in the procurement process:</p> <ol style="list-style-type: none"> 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>

BDS 6. Clarification of the bidding Documents and Pre Bid Meeting	ITB 8
<p>The Procuring Agency will respond in writing to any request for clarification of the bidding documents that it receives. However, the Procuring Agency will not entertain any query or request for clarification in the last 7 days prior to the date of bid opening.</p> <p>Copies of the Procuring Agency’s response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Procuring Agency.</p> <p>Contact for Queries & Clarifications. Senior Joint Director Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC) 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000, Phone: (92-21)–32455948 & 32455482, Facsimile :(92-21)-99221176 Email: gsd.proc@sbp.org.pk</p> <p>Pre Bid Meeting is not required.</p>	
BDS 7. Prices	ITB 12
<p>Prices quoted by the Bidder shall be “fixed”. However, any subsequent legislation enacted and enforced between bid opening and finalization of award that impacts the bid price would be duly accounted for.</p>	
BDS 8. Bid Currency	ITB 13
<p>For OEM Subscription Services provided from outside Pakistan, the Bidder shall express its Bid in <i>US Dollars (USD) or Pakistani Rupees (PKR)</i>.</p>	
BDS 9. Minimum Qualification/Eligibility requirements	ITB 2.6
<p>a. Bidder must be Original Equipment Manufacturer (OEM) / OEM’s Authorized Partner/Reseller/Distributor in Pakistan having a currently valid partnership certificate from OEM;</p> <p>b. Bidder must be authorized by their OEM specifically for this procurement;</p> <p>c. Bidder must be registered with Income and Sales Tax Department and must appear on Active Taxpayer List of FBR;</p> <p>d. Bidder must not be blacklisted or in breach of performance with SBP or any Organization(s).</p>	
BDS 10. Bid Security	ITB 15
<ul style="list-style-type: none"> ▪ Bid security of fix amount of PKR 1,000,000/- is required. ▪ Bid Security must be valid till 28-Jan-25. ▪ Bid Security must be in sealed <u>Technical Proposal Envelope</u>. 	

- Bid found without or ‘with insufficient’ Bid Security will be rejected instantly.
- Bid Security shall be in favor of ‘SBP Banking Services Corporation’.
- Bid Security may be in the form of either Payment Order/Bank Draft or an unconditional bank guarantee enforceable in Pakistan (as per Form T9 of Section VI).

BDS 11. Bid validity period

ITB 14.1

The rates quoted must remain valid for a period of **140 days** after opening of bids.

BDS 12. Sealing and Marking of Bids

ITB 17

- The Bid shall comprise a single sealed package labeled as follows:

Bid for: IFB No. GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Bidder: [Name of Bidding Firm]

Title: Renewal of Red Hat Enterprise Linux Subscription Services

“DO NOT OPEN BEFORE **Tuesday, 13 August 2024** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi - 74000, Phone: (92-21)–32455948 & 32455482

- The outer package shall contain two separate sealed envelopes as follows;
 - (1) “TECHNICAL PROPOSAL” (containing one original & one copy of technical proposal) and
 - (2) “FINANCIAL PROPOSAL” (containing one original & one copy of financial proposal).

Labeling for ‘Technical Proposal’ envelope:

Bid for: IFB No. GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Bidder: [Name of Bidding Firm]

Title: Renewal of Red Hat Enterprise Linux Subscription Services

‘TECHNICAL PROPOSAL’

(Original & Copy)

“DO NOT OPEN BEFORE **Tuesday, 13 August 2024** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi - 74000, Phone: (92-21)–32455948 & 32455482

Labeling for ‘Financial Proposal’ envelope:

Bid for: IFB No. GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Bidder: [Name of Bidding Firm]

Title: Renewal of Red Hat Enterprise Linux Subscription Services

‘FINANCIAL PROPOSAL’

(Original & Copy)

“DO NOT OPEN BEFORE **Tuesday, 13 August 2024** , 11:30 Hours

Senior Joint Director

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BDS 13. Contents of the Technical Proposal Envelope	ITB 17
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- | | | |
|-----|----------|---|
| 1. | Form T1 | Bid Form: duly filled and signed. |
| 2. | Form T2 | Bidder’s Representative: duly filled and signed. |
| 3. | Form T3 | Bidders Eligibility Criteria: duly signed and attached with evidence and reference of each criteria. |
| 4. | Form T4 | Technical Compliance: duly filled, signed and attached with evidence and reference documents such as brochures and data sheets of the offered products. |
| 5. | Form T5 | Schedule of Supplies & Implementation: duly filled and signed. |
| 6. | Form T6 | Manufacturer’s Authorization Form: duly filled and signed. |
| 7. | Form T7 | Integrity Pact: duly filled and signed |
| 8. | Form T8 | Affidavit for Bidder’s Blacklisting Status |
| 9. | Form T9 | Bid Security Form |
| 10. | Form T10 | Declaration for Ultimate Beneficial Owners Information |

Note: Please do not disclose the ‘Bid Price’ in ‘Technical Proposal’.

BDS 14. Contents of the Financial Proposal Envelope	ITB 17
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|----|---------|--|
| 1. | Form F1 | Bid Form with Financials: duly filled and signed. |
| 2. | Form F2 | Price Schedule in Pak. Rupees: duly filled and signed. |

BDS 15. Address for bid submission	ITB 18.1
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Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000
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Facsimile :(92-21)-99221176
Email: gsd.proc@sbp.org.pk

BDS 16. Deadline for bid submission	ITB 18.2
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Tuesday, 13 August 2024 at 11:00 am

BDS 17. Date and Time of bid opening	ITB 18
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Tuesday, 13 August 2024 at 11:30 am

In case of any unforeseen reasons, unrest or force majeure on the bid submission/ opening date, the bids shall be opened on the next working day at the same place and time.

The opening date of Financial Proposal will be communicated to the eligible bidders by the Procuring Agency.

BDS 18. Place of bid opening	
Meeting Room, General Services Department 4 th Floor BSC House, State Bank of Pakistan Banking Services Corporation, I.I Chundrigar Road, Karachi –Pakistan.	
BDS 19. Evaluation of Bids	ITB 26
Evaluation will be carried out as per the criteria defined in “ <i>Section IV. Evaluation Criteria</i> ”	
BDS 20. Procuring Agency’s Right to Vary Inputs/Outputs	ITB 30.1
Up to 15%	
BDS 21. Signing of Contract	ITB 31
Within twenty-four (24) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract with applicable stamp duty as per Stamp Act and return it to the Procuring Agency.	
BDS 22. Performance Guarantee	ITB 33.1
Not required	
BDS 23. Preliminary Evaluation	ITB 24
Bidders have to submit bid for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will also be rejected.	

Section III. Instructions to Bidders (ITB)

A. Introduction

1. Definitions	<p>1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan</p> <p>1.2. “Title of Procurement” means <i>Renewal of Red Hat Enterprise Linux Subscription Services</i>.</p> <p>1.3. “Comparable Experience” means the experience in providing services comparable to the ones being solicited through this procurement</p> <p>1.4. “Documentary Evidence” means copies of Notification of Award/Contract Agreement/Audited Financial Statements Authorization Certificate/Curriculum Vitae and or any other documents required to evaluate bid.</p> <p>1.5. “Procuring Agency” means the SBP Banking Services Corporation.</p> <p>1.6.</p> <p>1.7. .</p> <p>1.8. “Day” means calendar day.</p> <p>1.9. “Government” shall include both the Federal Government and any Provincial Government..</p> <p>1.10. “In writing” means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.</p> <p>1.11. “Intellectual Property Rights” means all current and future copyright, patents, trademarks (whether or not registered) or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual and property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.</p> <p>1.12. “Performance Deficiencies” means consistent failure to provide satisfactory performance during currency of the same contract or multiple contracts. Three notices to the contractor will constitute consistent failure and will establish Performance Deficiencies.</p>
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	<p>1.13. “PPRA” means Public Procurement Regulatory Authority</p> <p>1.14. “</p> <p>1.15. “</p> <p>1.16. “OEM” means Original Equipment Manufacturer.</p>
2. Eligible Bidders	<p>2.1. Joint Ventures, which include members from ineligible source countries or ineligible firms, shall not be permitted to bid.</p> <p>2.2. Firm engaged by the Procuring Agency to provide consulting services for the above procurement described in these Bidding Documents will not be eligible for bidding.</p> <p>2.3. A firm declared ineligible by the Procuring Agency in accordance with Rule 19 of PPR-2004 shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank or any other appropriate authority.</p> <p>2.4. Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.</p> <p>2.5. Should meet all the eligibility conditions as defined in BDS</p>
3. Qualification of the Bidder	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.</p> <p>3.2. All bidders shall include the following information and documents with their bids, unless otherwise stated in the Bid Data Sheet:</p> <ul style="list-style-type: none"> a. copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder; b. total sale value of Services performed for each of the last five years; c. experience in Services of a similar nature and size for each of the last four years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts; d. list of major items of equipment proposed to carry out the Contract; e. qualifications and experience of key site management and technical personnel proposed for the Contract;

	<p>f. reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;</p> <p>g. evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</p> <p>h. authority to the Procuring Agency to seek references from the Bidder's bankers;</p> <p>i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.</p> <p>3.3. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria defined in Bid Data Sheet (BDS)</p> <p>A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.</p> <p>Notwithstanding the foregone qualification criteria, the qualifications requirements, if stated in BDS would take precedence</p>
4. One Bid per Bidder	Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
5. Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency will in no case be responsible or liable for those costs.

6. Site Visit	<p>6.1. If the conditions so permit, the Procuring Agency may allow Bidder 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.</p> <p>6.2. If the conditions so permit, 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 when bid submission period is fifteen (15) days and at least fourteen (14) days when bid submission period is thirty (30) 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 8.2. Until otherwise stated in BDS failure of a Bidder to make a site visit will not be a cause for its disqualification.</p> <p>6.3. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.</p>
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B. The Bidding Documents

<p>7. Content of Bidding Documents</p>	<p>7.1. The contents of the Bidding Documents are listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9:</p> <table style="margin-left: 40px;"> <tr> <td>Section I</td> <td>Invitation for Bids (IFB)</td> </tr> <tr> <td>Section II</td> <td>Bid Data Sheet (BDS)</td> </tr> <tr> <td>Section III</td> <td>Instructions to Bidders (ITB)</td> </tr> <tr> <td>Section IV</td> <td>Evaluation Criteria</td> </tr> <tr> <td>Section V</td> <td>Technical Specification</td> </tr> <tr> <td>Section VI</td> <td>Technical Proposal Forms</td> </tr> <tr> <td>Section VII</td> <td>Financial Proposal Forms</td> </tr> <tr> <td>Section VIII</td> <td>Form of Contract Agreement</td> </tr> <tr> <td>Section IX</td> <td>General Conditions of Contract (GCC)</td> </tr> <tr> <td>Section X</td> <td>Special Conditions of Contract (SCC)</td> </tr> <tr> <td>Section XI</td> <td>Appendices (Contract)</td> </tr> </table> <p>7.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> <p>7.3. The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.</p> <p>7.4. Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids.</p>	Section I	Invitation for Bids (IFB)	Section II	Bid Data Sheet (BDS)	Section III	Instructions to Bidders (ITB)	Section IV	Evaluation Criteria	Section V	Technical Specification	Section VI	Technical Proposal Forms	Section VII	Financial Proposal Forms	Section VIII	Form of Contract Agreement	Section IX	General Conditions of Contract (GCC)	Section X	Special Conditions of Contract (SCC)	Section XI	Appendices (Contract)
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<p>8. Clarification of Bidding Documents and Pre-bid Meeting</p>	<p>8.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing at the given address and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be unacceptable; such an issue should be raised as soon as possible. The Procuring Agency will respond in writing to any request for clarification or modification of the Bidding Documents that it receives.</p> <p>8.2. When specified in the BDS, the Procuring Agency will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised</p>																						

	<p>at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Procuring Agency. Any modification to the Bidding Documents listed in ITB Clause 7.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Procuring Agency only by issuing an Addendum pursuant to ITB Clause 9 and not through the minutes of the pre-bid meeting.</p>
9. Amendment of Bidding Documents	<p>9.1. At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.</p> <p>9.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Procuring Agency. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.</p> <p>9.3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004</p>

C. Preparation of Bids

10. Language of Bid	<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 English. 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 passages in English in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>												
11. Documents Comprising the Bid	<p>The Bid submitted by the Bidder shall comprise the following:</p> <table border="1"> <tr> <td>1</td> <td>Form T1</td> <td>Bid Form: duly filled and signed.</td> </tr> <tr> <td>2</td> <td>Form T2</td> <td>Bidder's Representative: duly filled and signed.</td> </tr> <tr> <td>3</td> <td>Form T3</td> <td>Bidders Eligibility Criteria</td> </tr> <tr> <td>4</td> <td>Form T4</td> <td>Technical Compliance</td> </tr> </table>	1	Form T1	Bid Form: duly filled and signed.	2	Form T2	Bidder's Representative: duly filled and signed.	3	Form T3	Bidders Eligibility Criteria	4	Form T4	Technical Compliance
1	Form T1	Bid Form: duly filled and signed.											
2	Form T2	Bidder's Representative: duly filled and signed.											
3	Form T3	Bidders Eligibility Criteria											
4	Form T4	Technical Compliance											

	<p>5 Form T5 Schedule of Activity:</p> <p>6 Form T6 Manufacturer's Authorization Form</p> <p>7 Form T7 Integrity Pact: duly filled and signed</p> <p>8 Form F1 Bid Form with Financials: duly filled and signed.</p> <p>9 Form F2 Price Schedule in Pak. Rupees: duly filled and signed.</p> <p>1 Form F3 Bid Security</p> <p>Bid must be prepared / packaged as per the instructions in Section II. Bid Data Sheet (BDS) of the Bidding Document.</p>
12. Bid Prices & Taxes	<p>12.1. The Bidder shall quote rates and prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule</p> <p>12.2. All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.</p> <p>12.3. Bids must be inclusive of all admissible/applicable taxes and duties (applicable at the time of bid submission).</p> <p>12.4. If a bidder submits a bid exclusive of taxes it will be considered only after addition/incorporation of all applicable taxes, the amount stated in the 'Bid Form' & 'Price Schedule' will be adjusted accordingly.</p> <p>12.5. If a bidder submits a bid inclusive of non-applicable/admissible taxes, the amount stated in the 'Bid Form' & 'Price Schedule' will be adjusted accordingly.</p>
13. Currencies of Bid and Payment	<p>Price shall be quoted by the Bidder and the payments to be made by Procuring Agency would in Pak Rupees unless otherwise specified in Section II. BDS</p> <p>The Bidder and their employees shall be responsible for payment of all their income tax and other taxes, on income arising out of the Contract as per final tax liability assessed by tax authorities.</p> <p>Federal and Provincial taxes shall be deducted at the prevailing tax rate at the time of making payments to supplier as per applicable laws.</p>
14. Bid Validity	<p>14.1. Bids shall remain valid for the period specified in the Bid Data Sheet.</p> <p>14.2. In exceptional circumstances, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the</p>

	<p>request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 15 in all respects.</p>
15. Bid Security	<p>15.1. The bid security shall be denominated in the currency of the bid:</p> <ol style="list-style-type: none"> a. at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank ; b. be issued by a reputable institution selected by the bidder and located in any eligible country; c. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Procuring Agency prior to bid submission; d. be payable promptly upon written demand by the Procuring Agency; e. be submitted in its original form; copies will not be accepted; f. remain valid for a period of at least 1 month beyond the original validity period of bids, or at least 1 month beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 16.2. <p>15.2. Bids submitted without / insufficient bid security will be rejected.</p>
16. Format and Signing of Bid	<p>16.1. The Bidder shall prepare an original and the number of copies/sets of the bid specified in the BDS, clearly marking each one as "Original Bid," "Copy No. 1,". In the event of any discrepancy between them, the original shall govern.</p> <p>16.2. The original and all copies of the bid, each consisting of the documents listed in ITB Clause 11.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 11.1 (d). 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.</p> <p>16.3. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such</p>

corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

17. Sealing and Marking of Bids	<p>17.1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPSAL” and “ORIGINAL FINANCIAL PRPOSAL” in bold letters. In a same manner Copy of Bid will also be provided in another single sealed package containing two separate sealed envelopes. The inner envelopes shall be marked as “COPY OF TECHNICAL PROPSAL” and “COPY OF FINANCIAL PRPOSAL” in bold letters. The outer envelope shall be addressed to the Procuring Agency at the address given in the BDS, and carry statement “DO NOT OPEN BEFORE [time and date].The content of the technical and financial proposals are mentioned in BDS.</p> <p>17.2. In addition to the identification required in Sub-Clause 17.1, the inner envelopes 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 21.</p> <p>17.3. If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
18. Deadline for Submission of Bids	<p>18.1. Bids must be received by the Procuring Agency at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.</p> <p>18.2. The Procuring Agency may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
19. Late Bids	<p>Any Bid received by the Procuring Agency after the deadline prescribed in Clause 18 will be returned unopened to the Bidder.</p>
20. Modification and Withdrawal of Bids	<p>20.1. The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.</p>

	<p>20.2. No bid may be modified after the deadline for submission of bids.</p> <p>20.3. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security</p>
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E. Opening and Evaluation of Bids

21. Bid Opening	The Procuring Agency will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance
22. Process to Be Confidential	<p>22.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent.</p> <p>22.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Procuring Agency may reject its bid and/or terminate the contract.</p>
23. Clarification of Bids	During the bid evaluation, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1. The Procuring Agency will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/ bid security have been furnished (in case of single stage two envelopes bidding procedure Rule 36 (b) of PPR 2004, bid security will be checked at the time of financial proposal opening); whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed bid form with technical proposal (Form T1 of Section VI) and whether Bidder has qualified for the minimum

	<p>eligibility/qualification criteria as stated in Bidders Eligibility Criteria (Form T3 of Section VI).</p> <p>24.2. Prior to the detailed evaluation, the Procuring Agency will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents</p> <p>24.3. If a bid is not substantially responsive and meeting the minimum eligibility criteria will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
25. Correction of Errors	<p>25.1. Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis: 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.</p> <p>25.2. 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, the Bid will be rejected, and the Bid Security may be forfeited.</p>
26. Detail Evaluation and Comparison of Bids	<p>Pursuant to ITB 24 the technical proposals of the only qualified bids after preliminary evaluation shall be evaluated in detail. The Minimum Eligibility and Technical Compliance (Form T3 and T4 of Section VI) and other Commercial Requirements of the bidding documents will be evaluated totally on compliance based method. The Procuring Agency will award the Contract to the Bidder who has offered the lowest evaluated cost.</p>
27. Contacting the Procuring Agency	<p>27.1. Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.</p>

27.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

28. Award Criteria	The contract will be awarded to the successful Bidder whose bid has been found technically & commercially compliant and has offered the lowest evaluated cost, emerged as lowest evaluated bid. Provided further that the Bidder is determined to perform the contract satisfactorily.
29. Procuring Agency's Right to Reject all the Bids	The Procuring Agency reserves the right to annul the bidding process and reject all the bids at any time prior to contract award as per PPR Rules, 2004.
30. Procuring Agency's Right to Vary Inputs/Outputs at Time of Award	<p>30.1. Procuring Agency reserves the right at the time of contract award to increase or decrease inputs or outputs originally specified in the BDS without any change in unit price or other terms and conditions.</p> <p>30.2. Provided such variation does not affect the basis of advertisement threshold; as provided at Rule 12 of PPR-2004, on basis of originally estimated cost.</p>
31. Notification of Award and Signing of Agreement	<p>31.1. Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>31.2. The notification of award will constitute the formation of the Contract.</p> <p>31.3. Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p>
32. Disqualification prior to Contract Signing	32.1. If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 should be met. However after issuance of Notification of Award and prior to entry into force of the procurement contract as per Rule 40 of PPR-2004 if a Service Provider or contractor has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a contractor or a Service Provider if the conditions of his qualification are invalidated the next lowest evaluated bid will be rendered as responsive if accepting this bid does not conflict with Rule 2(1) (l) of PPR- 2004.

33. Performance Guarantee	<p>33.1. Within twenty-four (24) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security for amount as specified in BDS as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.</p> <p>33.2. Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to next lowest evaluated bidder.</p>
34. Advance Payment and Security	The Procuring Agency will provide an Advance Payment on the Contract Price if as stipulated in the Special Conditions of Contract.
35. Code of Conduct	<p>35.1. It is the Procuring Agency's policy to require that the Bidders, under Procuring Agency-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows, inter alia, the instructions related to corrupt and fraudulent practices contained in Rule 2(1)(f) PPR-2004 which defines:</p> <p>"Corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</p> <ul style="list-style-type: none"> (i) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (ii) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; (iii) "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and (v) "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract; Under Rule 19 of PPR-

2004, “The Procuring Agency can interalia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Public Procurement Regulatory Authority (PPRA). Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management:

Nature of Offense/Fault	Means of Verification	Action By Committee
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP • Cross verification of documentary undertaking submitted by Contractor/Bidder/Service Provider/Consultant. 	Blacklisted and cross debarred for the period up to 10 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by Contractor/Bidder/Service Provider/Consultant.	Blacklisted and cross debarred for the period up to 03 years.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross debarred for the period up to 06 months.

35.2. However, such barring action shall be undertaken only after affording an adequate opportunity of being heard to the Bidder who is to be barred and blacklisted.

35.3. The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Procuring Agency unless such receipt is signed by a duly authorized officer of the Procuring Agency and bidder shall be solely responsible for seeing that a proper receipt is provided.

35.4. Attention of bidders is drawn to Rule 32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Procuring Agency which discriminates between bidders or that is considered to be met with difficulty. In

ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However, in certain conditions Procuring Agency may describe exceptions or preferences consistent with Rule 4 of PPR-2004.

35.5. Pursuant to Rule 7 of PPR 2004 bidders shall sign an Integrity pact in accordance with prescribed format attached hereto at Section VI for all the procurements estimated to exceed Rs10.00 million or any other limit prescribed by Procuring Agency.

35.6. Procuring Agency's policy requires that selected bidder provide professional, objective, and impartial advice, supplies and services and at all times hold the Procuring Agency's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement

35.7. Without limitation to the generality of the foregoing, bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

a) A bidder that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. On the other hand, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.

c) A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods/services, (ii) the selection process for such assignment, or (iii) supervision of the

	<p>Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority of the Procuring Agency.</p> <p>35.8. Bidders shall not recruit or hire any agency or current employees of the Procuring Agency. Recruiting former employees of the Procuring Agency or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Procuring Agency by the Bidders as part of bid.</p>
36. Redressal of Grievances	<p>Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to Procuring Agency's Redressal /Grievance Committee pursuant to Rule 48 of PPR-2004 as under:-</p> <p>The address of the Procuring Agency</p> <p>Chairman (Grievance Redressal Committee) SBP Banking Services Corporation 1st Floor, HRMD, BSC House, I.I. Chundrigar Road, Karachi – Pakistan</p> <p>The Address of PPRA to submit a copy of grievance:</p> <p>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p>
37. Overriding Effect of PPR-2004	<p>Whenever in conflict with these documents the provisions of PPR-2004 shall prevail.</p>

Section IV. Evaluation Criteria

1. Bidder must submit bid for COMPLETE REQUIREMENTS, evaluation of the bids and award of contract will be done for complete requirements.
2. The bidders' minimum Eligibility/Qualification will be ascertained totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Form T3 of Section VI).
3. The technical proposals of the only qualified bidders (after minimum eligibility/qualification) shall be evaluated in detail. The Technical Compliance (Form T4 of Section VI) will also be evaluated totally on compliance based method.
4. The Financial Bid(s) of the only technically qualified proposals will be opened.
5. The Financial Bid(s) will be evaluated on the basis of unit price and applicable taxes.
6. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency i.e. PKR. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids (financial part) as notified by the State Bank of Pakistan for that day.
7. The contract will be awarded to the successful Bidder whose bid will be found technically and commercially compliant and has offered the lowest cost.

Section V. Technical Specification

1. Scope of Project and Technical Requirements:

Procuring Agency seeks to renew Red Hat Enterprise Linux Subscription Services for a period mentioned in below table:

No.	SKU Description	SKU No.	Service Product Line	# of Sockets	Support Type	Subscription Services Period
1.	Red Hat Enterprise Linux Server with Satellite, Premium Service (Physical or Virtual Nodes) Qty: 15	RH00008F3	RHEL & Satellite	2	Premium Service	20-Sept-2024 till 31-Dec-2027
2.	Red Hat Enterprise Linux Server with Satellite, Standard Service (Physical or Virtual Nodes) Qty: 20	RH00009F3	RHEL & Satellite	2	Standard Service	

1.1. Activation of Subscription Services:

Activation of Subscription Services will be considered as accomplished when subscription services details have been updated at designated customer address / email id or updated at customer portal (*OEM*) in accordance with the contract terms & conditions and confirmation by Procuring Agency's Technical Team.

Note: Any reinstatement issue due to break in service if occurred therein to ensure continuity of OEM Services; the bidder has to bear that cost.

Section VI. Technical Proposal Forms

Following should be the contents of the Technical Proposal Envelope:		
1.	Bid Form	Form T1
2.	Bidder's Representative	Form T2
3.	Bidders Eligibility Criteria	Form T3
4.	Technical Compliance	Form T4
5.	Schedule of Activity	Form T5
6.	Manufacturer's Authorization Form	Form T6
7.	Integrity Pact	Form T7
8.	Affidavit for Bidder's Blacklisting Status	Form T8
9.	Bid Security Form (Bank Guarantee)	Form T9
10.	Declaration for Ultimate Beneficial Owners Information	Form T10

Form T1 Bid Form

(Technical Proposal)

Date: _____
 IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
 Title: Renewal of Red Hat Enterprise Linux Subscription Services
 Bidder: _____

To:

Director
 General Services Department
 SBP Banking Services Corporation (HOK)
 4th Floor BSC House, I.I Chundrigar Road,
 Karachi –Pakistan

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, [the Service Provider], the undersigned, accept all stated terms and conditions and offer to supply and deliver the required services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in the Schedule of Activity.

We agree to abide by this Bid for a period of **140 days** from the date fixed for Bid opening under Clause 21 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2024

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of [the Service Provider].

Form T2 Bidder's Representative

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title: Renewal of Red Hat Enterprise Linux Subscription Services
Bidder: _____

Bidder's Authorized Representative for this bid is:

Name: _____

Designation: _____

Specimen
Signature: _____

Cell: _____

Land Line: _____

Email: _____

Postal Address: _____

Seal & Signature of Bidder: _____

Date: _____

Form T3 Bidders Eligibility/Qualification Criteria

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
 Title: Renewal of Red Hat Enterprise Linux Subscription Services
 Bidder: _____

#	Eligibility / Qualification Criteria	Means of Verification	Reference in Bid**	Bidder's Assessment (Y/N)
a.	Bidder must be Original Equipment Manufacturer (OEM) / OEM's Authorized Partner/Reseller/Distributor in Pakistan having a currently valid partnership certificate from OEM	In case of OEM Partner/ Reseller/ Distributor, OEM Certificate/ OEM letter/ OEM Web reference as proof of being a currently valid authorized Partner of the OEM;		
b.	Bidder must be authorized by their OEM specifically for this procurement;	Authorization Letter from OEM must be provided for this procurement;		
c.	Bidder must be registered with Income and Sales Tax Department and must appear on Active Taxpayer List of FBR;	Attach copy of valid NTN certificate, GST certificate and proof of FBR Active Tax Payer list.		
d.	Bidder must not be blacklisted or in breach of performance with SBP or any Organization(s).	Provide affidavit as per Form T8		

Seal & Signature of Bidder: _____

Date: _____

Form T4 Technical Compliance

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Title: Renewal of Red Hat Enterprise Linux Subscription Services

Bidder: _____

Please write Yes / No in the blank space against each specification of requisite line items

No.	SKU Description	SKU No.	Service Product Line	# of Sockets	Support Type	Subscription Service Period	Reference in Bid	Bidder's Assessment (Y/N)
1.	Red Hat Enterprise Linux Server with Satellite, Premium (Physical or Virtual Nodes) Qty: 15	RH0000 8F3	RHEL & Satellite	2	Premium Service	20-Sep-2024 till 31-Dec-2027		
2.	Red Hat Enterprise Linux Server with Satellite, Standard (Physical or Virtual Nodes) Qty: 20	RH0000 9F3	RHEL & Satellite	2	Standard Service			

Seal & Signature of Bidder:	_____
Date:	_____

Form T5 Schedule of Activity

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title: Renewal of Red Hat Enterprise Linux Subscription Services
Bidder: _____

The period/week will be counted from the date of **Notification of Award**:-

#	Activity	Schedule
1.	Red Hat (OEM) Red Hat Enterprise Linux Subscription Services (As per Section V. Technical Specification)	From 20-Sep-2024 to 31-Dec-2027

Seal & Signature of Bidder: _____

Date: _____

Form T6 Manufacturer's Authorization Form

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title: Renewal of Red Hat Enterprise Linux Subscription Services

To: 1

Director
General Services Department
State Bank of Pakistan – BSC (HOK)
4th Floor BSC House, I.I Chundrigar Road,
Karachi -Pakistan

Authorization Form for “Renewal of Red Hat Enterprise Linux Subscription Services”

Dear Sir,

WHEREAS **[name of the OEM]** who are established and reputable manufacturers of **[name and/or description of the services/goods]** having **offices at [address]** do hereby authorize **[name and address of Partner/Reseller/Distributor]** to submit a bid, and subsequently sign the Contract with you against IFB No. GSD (PROC-I)/ 91912/SERVICES/RedHat/2024 for the above services/goods manufactured by us.

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

[signature for and on behalf of OEM]

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

Form T7 Integrity Pact



STATE BANK OF PAKISTAN

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

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

_____ [the Service Provider] 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 (GoP) 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, [the Service Provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Service Provider] 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, representation or warranty.

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

Seal & Signature of Bidder: _____

Date: _____

Form T8 Affidavit for Bidder's Blacklisting Status

Date: _____
 IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
 Title: Renewal of Red Hat Enterprise Linux Subscription Services
 Bidder: _____

[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per Stamp Duty Act]

To:

Director
 General Services Department
 State Bank of Pakistan – BSC (HOK)
 4th Floor BSC House, I.I Chundrigar Road,
 Karachi –Pakistan

Affidavit for Bidder's Blacklisting Status

Dear Sir,

I/We hereby confirm and declare that I/We, M/s _____ has/have not been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority(NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years.

I/We M/s _____ hereby confirm and declare that the goods/services from Indian or Israeli origin or imported from India or Israel will not provided for Renewal of Red Hat Enterprise Linux Subscription Services vide GSD (PROC-I)/ 91912/SERVICES/RedHat/2024.

I/We M/s _____ hereby also confirm and declare that no backdoor or eavesdropping or remote access mechanism is present for Renewal of Red Hat Enterprise Linux Subscription Services vide GSD (PROC-I)/ 91912/SERVICES/RedHat/2024 from India or Israel. Identification of avenues for unauthorized access / data leakage at any stage may lead to cancellation of Contract along with blacklisting of the undersigned entity by SBP Banking Services Corporation.

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of contract.

Seal & Signature of Bidder: _____

Date: _____

Form T9 Bid Security Form (Bank Guarantee)

Date:	
No.	
Amount:	PKR 1,000,000/-
Validity:	28-Jan-25

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
 Title: Renewal of Red Hat Enterprise Linux Subscription Services
 Bidder: [the Service Provider]

To:
 Director
 General Services Department
 SBP Banking Services Corporation (HOK)
 4th Floor BSC House, I.I Chundrigar Road,
 Karachi –Pakistan

Whereas [the Service Provider] (hereinafter called “the Bidder”) has submitted its Bid dated **Tuesday, 13 August 2024** for **Renewal of Red Hat Enterprise Linux Subscription Services** (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [*name of Financial Institution*] of *Pakistan*, having our registered office at [*address of Financial Institution*] (hereinafter called “the Bank”), are bound unto *SBP Banking Services Corporation (SBP BSC)* (hereinafter called “the Procuring Agency”) in the sum stated **PKR 1,000,000/-** for the payment of which sum well and truly to be made to the Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - a) has withdrawn or modified Bid during the period of Bid Validity specified in the Form of Bid;
 - b) disagrees to arithmetical correction made to the Bid price; or
 - c) having been notified of the acceptance of Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the SBP Banking Services Corporation not later than the above date.

Name: in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

Form T10: Declaration for Ultimate Beneficial Owners Information

ITB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
 Title: Renewal of Red Hat Enterprise Linux Subscription Services
 Bidder: _____

[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per Stamp Duty Act]

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

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

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

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

Name and surname (InBlock Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

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

Name & signature

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

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Section VII. Financial Proposal Forms

Following should be the contents of the Financial Proposal Envelope:		
1.	Bid Form with Financials	Form F1
2.	Price Schedule in Pak. Rupees	Form F2

Form F1 Bid Form with Financials

(Financial Proposal)

Date: _____
 IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
 Title: Renewal of Red Hat Enterprise Linux Subscription Services
 Bidder: _____

To:

Director
 General Services Department
 SBP Banking Services Corporation (HOK)
 4th Floor BSC House, I.I Chundrigar Road,
 Karachi –Pakistan

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, [the Service Provider], the undersigned, accept all stated terms and conditions and offer to supply and deliver the required services in conformity with the said bidding documents for the sum of **[total bid amount in words and figures]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in the Schedule of Activity.

We agree to abide by this Bid for a period of **140 days** from the date fixed for Bid opening under Clause 21 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall not constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2024

 [Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of [the Service Provider].

Form F2 Price Schedule in PKR

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Title: Renewal of Red Hat Enterprise Linux Subscription Services

Bidder: _____

Below mentioned services & supplies will be as per technical specification given in Section V- Technical Specification. All prices must be in USD. All the quotes must be provided as per format specified below.

A. Red Hat (OEM) Subscription Services Charges (in USD or PKR)							
#	Description	Duration	Charges (in USD or PKR)		Tax (in USD or PKR)		Amount (in USD or PKR)
			C	%	(T)	(C + T)	
1	Red Hat Enterprise Linux Server with Satellite, Premium Service (Physical or Virtual Nodes) SKU No. RH00008F3 (Qty: 15)	20-Sep-2024 to 31-Dec-2027		15%			
2	Red Hat Enterprise Linux Server with Satellite, Standard Service (Physical or Virtual Nodes) SKU No. RH00009F3 (Qty: 20)	20-Sep-2024 to 31-Dec-2027		15%			
Total Charges Inclusive of Taxes (in USD or PKR)							

Note:

- i. Prices should be inclusive of all applicable taxes and duties.
- ii. Prices must include the price of incidental services. No separate payment shall be made for the incidental services.
- iii. In case the amount is quoted in Foreign Currency (FCY), the payable amount shall be locked in equivalent PKR at Mark to Market rate (M2M) as notified by State Bank of Pakistan prevailing on the Date of Activation of Subscription Services duly confirmed by Procuring Agency's Technical Team.
- iv. Before filling this form kindly read Technical Specifications and the required Service Level Agreement in Section V.

Seal & Signature of Bidder: _____

Date: _____

Section VIII. Form of Contract

(To be submitted along with applicable stamp duty as per Applicable Stamp Act)

THIS AGREEMENT made the _____ day of _____ 202__ between **State Bank of Pakistan** (hereinafter called “**the Procuring Agency**”) of the one part and [*the Service Provider*] of **Karachi, Pakistan** (hereinafter called “**the Service Provider**”) of the other part:

WHEREAS the Procuring Agency invited bids to provide certain Services viz., “**Renewal of Red Hat Enterprise Linux Subscription Services**” (hereinafter called the “Services”);

The Service Provider, having represented to the Procuring Agency that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. Appendices;
 - Appendix -1 Notification of Award
 - Appendix -2 Acceptance Letter
 - Appendix-3 Supplier’s Representative
 - Appendix-4 Technical Specifications
 - Appendix-5 Schedule of Activity
 - Appendix-6 Price Schedule
 - Appendix-7 Payment Schedule
 - Appendix-8 Supplier Account Form (S2)
 - Appendix -9 Performance Security (Bank Guarantee)
 - Appendix -10 Integrity Pact
 - Appendix - 11 Declaration for Ultimate Beneficial Owners Information
 - Appendix - 12. The Service Provider’s Bid
3. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make payments to the Service Provider in accordance with the provisions of the Contract.
4. This agreement can only be amended or extended in writing and upon mutual agreement of both the parties.

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

Sign and seal, (for the Procuring Agency):

Name:
Designation:

Witness 1: _____
Name:
Designation:

Witness 2: _____
Name:
Designation:

Sign and seal, (for the Service Provider):

Name:
Designation:

Witness 1: _____
Name:
Designation:

Witness 2: _____
Name:
Designation:

Section IX. General Conditions of Contract (GCC)

1. General Provisions

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Procuring Agency” means SBP Banking Services Corporation.
 - (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Agency.
 - (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
 - (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (e) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
 - (f) “GCC” means these General Conditions of Contract;
 - (g) “Government” shall include both the Federal Government and any Provincial Government.;
 - (h) “Party” means the Procuring Agency or the Service Provider, as the case may be, and “Parties” means both of them;
 - (i) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
 - (j) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Procuring Agency;
 - (k) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Procuring Agency
 - (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
 - (m) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Procuring Agency

- (n) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in the Technical Specifications / Service Level Agreement and Schedule of Activities included in the Service Provider’s Bid.
- (o) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
- 1.3 Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Service Provider may be taken or executed by the officials specified in the **SCC**.
- 1.7 Inspection and Audit by the Procuring Agency** The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the **SCC**.
- 2.2 Commencement of Services** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the **SCC**. If the Service Provider does not complete the

activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a 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.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Procuring Agency The Procuring Agency may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days’ in the case of the event referred to in (g):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider/s, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- (e) if the Service Provider does not maintain a Performance Guarantee in accordance with Clause 3.9;
- (f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.;
- (g) if the Procuring Agency, in its sole discretion, decides to terminate this Contract.

2.6.2 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1, the Procuring Agency shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests:-

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities Neither the Service Providers nor their Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality 3.3.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the Service provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.

3.3.2. The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring agency's prior written consent.

3.3.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Procuring Agency may reject its bid and/or terminate the contract.

3.4 Insurance to be taken out by the Service Providers The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC.

3.5 Service Providers' Actions Requiring Procuring Agency's Prior Approval The Service Providers shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,

- (b) appointing such members of the Personnel not listed by name (“Key Personnel Names”),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Service Providers shall submit to the Procuring Agency the reports and documents pertain to the required services or in any specified format required by the Procuring Agency.

3.7 Documents Prepared by the Service Providers to Be the Property of the Procuring Agency

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Procuring Agency, and the Service Providers shall, upon request from Procuring Agency during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of Contract

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.

3.9 Performance Guarantee

The Service Provider shall provide the Performance Guarantee to the Procuring Agency no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a Procuring Agency acceptable to the Procuring Agency, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 1 month from the Completion Date of the Contract

4. Service Provider's Personnel

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel Names. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Procuring Agency.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.
 - (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Agency

- 5.1 Assistance and Exemptions** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clause 6.2.
- 5.3 Services and Facilities** The Procuring Agency shall make available to the Service Provider the Services and Facilities listed under "Services and Facilities Provided by the Procuring Agency".

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2, the Contract Price may only

be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.

6.2 Contract Price

The price payable is set forth in the SCC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in “Breakdown of the Contract Price.”

6.4 Day works

6.4.1 If applicable, the Day work rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Procuring Agency has given written instructions in advance for additional services to be paid in that way.

6.4.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Agency. Each completed form shall be verified and signed by the Procuring Agency representative as indicated in Clause 1.6 within two days of the Services being performed.

6.4.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.4.2

7. Quality Control

7.1 Identifying Defects

The Procuring Agency shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Procuring Agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect liability period is as defined in Special Conditions of Contract.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency’s notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency’s notice, the Procuring Agency will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8 .

8. Settlement of Disputes

- 8.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Settlement** In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration in accordance with the Arbitration Act, 1940.
- 8.3 Indemnity** The Service Provider agrees to indemnify the Procuring Agency and hold it harmless against any and all liabilities, including judgements and cost of litigation, for anything done or omitted by the Service Provider in the execution of this Contract.

9. Independent Contractor Status

- 9 Independent Status of Service Provider** Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein

The service provider acknowledges and agrees that the Procuring Agency will not provide the service provider or its personnel with any remuneration, employee benefits, health insurance and that income tax / withholding tax is service provider's responsibility. The Service Provider shall ensure all applicable laws are strictly followed.

Section X. Special Conditions of Contract (SCC)

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

SCC 1.	Definitions	GCC Clause 1
	(d) “Contract” is “ <i>Renewal of Red Hat Enterprise Linux Subscription Services</i> ”	
	(e) “Contract Price” is [<i>contract price in words and figures</i>]	
	(l) “Service Provider” is “[<i>the Service Provider</i>]”	
SCC 2.	Performance Guarantee	GCC Clause 3.9
	Performance Guarantee is not required.	
SCC 3.	Effectiveness of Contract	GCC Clause 2.1
	The date on which this Contract shall come into effect is _____.	
SCC 4.	Payment	GCC 6
	Payment for Services shall be made in Pakistani Rupees (PKR) , as follows:-	
	100% payment shall be made after the activation of Red Hat (OEM) Subscription Services at OEM customer portal and confirmation by Procuring Agency’s Technical Team.	
	<i>In case the amount is quoted in Foreign Currency (FCY), the payable amount shall be locked in equivalent PKR at Mark to Market rate (M2M) as notified by State Bank of Pakistan prevailing on the Date of Activation of Subscription Services duly confirmed by Procuring Agency’s Technical Team.</i>	
SCC 5.	Prices	GCC 6
	Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.	
SCC 6.	Liquidated Damages	GCC Clause 3.8
	If the Service Provider fails to activate Red Hat (OEM) Subscription Services as per the given timeline specified in ‘Schedule of Activity’ within 04 weeks of Notification of Award, the Procuring Agency may deduct from the invoice payables, as liquidated damages, a sum equivalent to 0.5 percent of the Contract for each week of delay until	

actual activation of Red Hat (OEM) Subscription Services up to a maximum deduction of 10% of the Contract amount.

The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price. After which the purchaser may consider termination of the contract pursuant to GCC 2.6.

SCC 7.	Resolution of Disputes	GCC Clause 8
In case if the parties fail to resolve the dispute, such disputes shall be resolved through Arbitration in accordance with Arbitration Act 1940.		
SCC 8.	Notices	GCC Clause 1.4
Procuring Agency's address for notice purposes:		
<p style="text-align: center;">Director ITOD Information Technology Operations Department 6th Floor, Main Building State Bank of Pakistan I.I. Chundrigar Road, Karachi</p>		

Section XI. Appendices (Contract)

Appendix -1 Notification of Award

Appendix -2 Acceptance Letter

Appendix-3 Supplier's Representative

Appendix-4 Technical Specifications

Appendix-5 Schedule of Activity

Appendix-6 Price Schedule

Appendix-7 Payment Schedule

Appendix-8 Supplier Account Form (S2)

Appendix -9 Performance Security (Bank Guarantee)

Appendix -10 Integrity Pact

Appendix -11. Declaration for Ultimate Beneficial Owners Information

Appendix -12. The Service Provider's Bid

Appendix -1 Notification of Award



STATE BANK OF PAKISTAN
SBP Banking Services Corporation
General Services Department
Head Office

[Ref. No.]

[Date]

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Title: Renewal of Red Hat Enterprise Linux Subscription Services

To:

[insert: *name and address of Supplier*]

Notification of Award for “Renewal of Red Hat Enterprise Linux Subscription Services”

Dear Sir or Madam,

It is hereby informed that [*the Service Provider*]’s bid for “*Renewal of Red Hat Enterprise Linux Subscription Services*” has been accepted for a sum of [*contract price in words and figures*].

Please acknowledge with your Letter of Acceptance.

Yours Sincerely

[*Procurement Officer*]

Appendix -2 Acceptance Letter

[Ref. No.]

[Date]

IFB No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Title: Renewal of Red Hat Enterprise Linux Subscription Services

To:

Director
 General Services Department
 State Bank of Pakistan – BSC (HOK)
 4th Floor BSC House, I.I Chundrigar Road,
 Karachi -Pakistan

Letter of Acceptance. for “Renewal of Red Hat Enterprise Linux Subscription Services”

Dear Sir,

We hereby Confirm and Accept the Notification of Award (*Insert Ref. No. of NoA*) for “*Renewal of Red Hat Enterprise Linux Subscription Services*” for a sum of [*contract price in words and figures*].

We will submit requisite Performance Guarantees within twenty one (21) days and sign & return the Contract Agreement within twenty four (24) days from receipt of the Contract Form as per the terms of the Bidding Documents.

Yours Sincerely

Name

Designation

[the Service Provider]

Date:

Appendix-3 Supplier's Representative

No:	GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title:	Renewal of Red Hat Enterprise Linux Subscription Services
Supplier:	<i>[the Service Provider]</i>

Supplier's appointed Representatives are:

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	

Appendix-4 Technical Specifications

No: GSD (PROC-I)/ 91912/SERVICES/RedHat/2024

Title: Renewal of Red Hat Enterprise Linux Subscription Services

Supplier: *[the Service Provider]*

To be included at the time of signing of contract

Appendix-5 Schedule of Activity

No:	GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title:	Renewal of Red Hat Enterprise Linux Subscription Services
Supplier:	<i>[the Service Provider]</i>

To be included at the time of signing of contract

Appendix-6 Price Schedule

No:	GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title:	Renewal of Red Hat Enterprise Linux Subscription Services
Supplier:	<i>[the Service Provider]</i>

To be included at the time of signing of contract

Appendix-7 Payment Schedule

No:	GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title:	Renewal of Red Hat Enterprise Linux Subscription Services
Supplier:	<i>[the Service Provider]</i>

To be included at the time of signing of contract

Appendix-8 Supplier Account Form (S2)



STATE BANK OF PAKISTAN
Finance Department
Supplier Bank Account Details Form

S-2

1. For OFFICE use: (Please Check)													
Office: SBP <input type="checkbox"/> BSC <input type="checkbox"/>				Department: General Services Department									
Create New Supplier: <input type="checkbox"/>						Create New Site: <input type="checkbox"/>							
Update Supplier Info: <input type="checkbox"/>						Supplier Number: _____							
2. Supplier Information													
Supplier Name													
Supplier NTN										(9 digits)			
CNIC No.										(15 digit) If NTN Not available			
Supplier Address													
Supplier City													
Contact No.								Mobile No.					
E-mail Address								Fax No.					
3. Bank Account Information													
Bank Name													
Branch Name													
Branch Address													
Account No. (IBAN)				PK				Branch Type		Commercial <input type="checkbox"/>		Islamic <input type="checkbox"/>	
Branch License No.													
Account No. (17 digits)										Account Type:			
Title of Account													
(Signature & Stamp of Supplier)													
Forwarded By:			Verified By:			Entered By:			Approved By:				
Date Creation / Updation Date													

Note:

- Information without complete Bank Account Details & NTN/ CNIC will not be accepted.
- All Payments will be made to suppliers through Bank Account.
- Any change in Bank Account should be conveyed immediately to SBP. Otherwise SBP will not be responsible for credit into wrong account of supplier due to change in bank account details.

Appendix -9 Performance Security (Bank Guarantee)

No:	GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title:	Renewal of Red Hat Enterprise Linux Subscription Services
Supplier:	<i>[the Service Provider]</i>

Date: _____

No. _____

Amount: _____

Validity: _____

To:

Director
 General Services Department
 State Bank of Pakistan – BSC (HOK)
 4th Floor BSC House, I.I Chundrigar Road,
 Karachi -Pakistan

WHEREAS *[the Service Provider]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. **GSD (PROC-I)/ 91912/SERVICES/RedHat/2024** *[reference number of the contract]* to “**Renewal of Red Hat Enterprise Linux Subscription Services**” (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 202____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

Appendix -10 Integrity Pact



STATE BANK OF PAKISTAN

**Declaration of Fees, Commissions and Brokerage etc
Payable by the Suppliers of Goods, Services & Works**
Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

No:	GSD (PROC-I)/ 91912/SERVICES/RedHat/2024
Title:	Renewal of Red Hat Enterprise Linux Subscription Services
Supplier:	[the Service Provider]

[the Service Provider] 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 (GoP) 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, [the Service Provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[the Service Provider] 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, representation or warranty.

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

Appendix - 11. Declaration for Ultimate Beneficial Owners Information

**[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per
Stamp Duty Act]**

Appendix - 12. The Service Provider's Bid
