

**PUBLIC PROCUREMENT REGULATORY**  
**AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA – I**

**To Be Filled And Uploaded on PPRA Website In Respect of All**  
**Public Contracts of Works, Services and Goods**

- NAME OF THE ORGANIZATION/DEPTT: **Zarai Taraqiati Bank Limited**
- FEDERAL / PROVINCIAL GOVT: **Federal**
- TITLE OF CONTRACT: **Acquisition of USSD Payment Solution for Non-Smart Phone Customers**
- TENDER NUMBER: **ZTBL-14-2023**
- BRIEF DESCRIPTION OF CONTRACT: **To address non-smart phone customers to use the digital channels using ZTBL Short Code.**
- TENDER VALUE: **M/s Virtual Remittance Gateway (Pvt.) Ltd. - Rs. 7,578,947.00 (incl. tax).**
- ENGINEER'S ESTIMATE: **N/A**  
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **12 months**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **✓Yes / No**
- ADVERTISEMENT:
  - (i) PPRA Website: **Date: 21.12.2023, PPRA'S Reference No:TS528407E**  
(Federal Agencies) (If yes give date and PPRA's tender number) **✓Yes/ No**
  - (ii) News Papers: **The News, Ausaf dated 22.12.2023**  
(If yes give names of newspapers and dates) **✓Yes/ No**
- TENDER OPENED ON (DATE & TIME): **09.01.2024 at 11:30 AM**

- NATURE OF PURCHASE: ✓Local / International
- EXTENSION IN DUE DATE (If any): Yes /✓No
- NUMBER OF TENDER DOCUMENTS SOLD: **The tender was published on PPRA EPAD System. Bidders have downloaded the bid documents from PPRA EPAD System free of cost.**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: ✓Yes / No  
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: ✓Yes / No  
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. \_\_\_\_\_ ✓
- c) TWO STAGE BIDDING PROCEDURE. \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE\_\_\_\_
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY: Administrative & Financial approval accorded by **President/CEO ZTBL**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: **N/A**
- NUMBER OF BIDS RECEIVED: **01**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: ✓Yes / No
- WHETHER INTEGRITY PACT WAS SIGNED: ✓Yes / No

**PUBLIC PROCUREMENT REGULATORY  
AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA – II**

**To Be Filled And Uploaded on PPRA Website In Respect of All  
Public Contracts of Works, Services & Goods**

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **01**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:
  - **M/s Virtual Remittance Gateway (Pvt.) Ltd (8<sup>th</sup> Floor, Kawish Crown Plaza,  
Shahrah-e-Faisal, Karachi.)**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATED BID): **1<sup>st</sup> Lowest Evaluated Bidder**
- NEED ANALYSIS (Why the procurement was necessary?): **To address non-smart  
phone customers to use the digital channels using ZTBL Short Code.**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE  
REASONS (Briefly describe)
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS: **✓Yes / No**
- DATE OF CONTRACT SIGNING: **07.05.2024**  
(Attach a copy of agreement)
- CONTRACT AWARD PRICE: **M/s Virtual Remittance Gateway (Pvt.) Ltd. - Rs.  
7,578,947.00 (incl. tax),**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL  
BIDDERS: **✓Yes / No**

(Attach copy of the bid evaluation report)

- |   |                      |
|---|----------------------|
| ➤ ANY COMPLAINTS RECEIVED:<br>(If yes result thereof)   | <div>Yes / ✓No</div> |
| ➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN<br>IN THE TENDER NOTICE/DOCUMENTS:<br>(If yes give details) | <div>Yes / ✓No</div> |
| ➤ DEVIATION FROM QUALIFICATION CRITERIA:<br>(If yes give details)                                     | <div>Yes / ✓No</div> |
| ➤ SPECIAL CONDITIONS, IF Any: <u>Nil</u>  |                      |

## Bidder Qualification Criteria Form

S#	Condition	Requirement/ Document to be attached	Enclosed? Yes/ No	Proposal Page Ref.
1	Authorization of Tender	All the pages of technical & financial proposal shall be signed & stamped by authorized personnel of bidder. (Please attach proposals in EPADS after sign and stamp)		
2	Bid Validity is 120 Days	Clearly mention in the Bid		
3	Bid Security	Soft copy shall submit through EPADS. Original shall submit to ZTBL before submission timelines.		
5	<b>Bidder's Eligibility</b>			
i	Documents required in ITB 11 of bid document	Evidence/Proof of all documents mentioned in the ITB-11 of Bid Document		
ii	Past Experience	Past Experience: Bidder should have completed minimum 02 similar nature project in last 05 years.		
iii	Licenses Requirements	<ul style="list-style-type: none"> <li>PTA license of TPSP</li> <li>SBP license of PSO/PSP</li> <li>SBP authorization of TPSP</li> </ul> (scanned and signed through EPADS)		
Vi	Income tax (NTN) Certificate.	Valid Income Tax (NTN) Certificate with FBR Active Tax Payer Status printout (scanned and signed through EPADS)		
Vii	Sales Tax Registration Certificate	Valid Tax Registration Certificate with FBR Active Tax Payer Status printout (scanned and signed through EPADS)		
Viii	Financial Strength	Bidder will submit the bank statement having annual turnover above 30 Million PKR (Bank Statement of CEO/owner in case of Sole proprietor ship and Bank statement of firm/company in shape of Firm/company) (scanned and signed through EPADS)		
xi	Audited Financial reports for last 3 years	Audit report (Consecutive 3 years) is required in last 05 years. (scanned and signed through EPADS)		

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

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

**Signatures of Authorized Person**

**Name**\_\_\_\_\_

**Designation**\_\_\_\_\_

**Vendor Name**

## Evaluation Criteria

### *Technical Compliance Sheet*

Sr.	Technical Requirement	Compliance (Yes/NO)
1.	Basic Services	
1.1	The TPSP should be able to provide services for Mobile Wallets balance inquiry through unified USSD channel.	
1.2	The TPSP should be able to provide services for mini statement of Mobile Wallets through unified USSD channel.	
1.3	The TPSP should be able to provide services for On-Us Intra Bank Funds Transfer through unified USSD channel.	
1.4	The TPSP should be able to provide services for off-us Inter Bank Funds Transfer through unified USSD channel.	
1.5	The TPSP should be able to provide services for mobile connection Air Time Top-Up through unified USSD channel.	
1.6	The TPSP should be able to provide services for Utility Bill Payments through unified USSD channel.	
1.7	The TPSP should be able to provide services for closure of Mobile Wallets /ATM Card blocking through unified USSD channel	
1.8	The TPSP should be able to provide service for MPIN & ATM PIN Reset by validating the last 4 digit of card through telco led unified USSD services	
1.9	The TPSP should be able to provide services for IBFT Title fetch through unified USSD channel.	
2.	Value Added Services (VAS) <b>(To be procured at ZTBL option)</b>	
2.1	The TPSP should be able to provide services for opening customer ASAAN Mobile Wallet / AMA Account in the wallet system through unified USSD channel/linking of existing accounts.	
2.2	The TPSP should be able to provide the services of Cash in, Cash Out & KYC in Mobile Wallet through unified USSD channel.	
3.	The TPSP should have connectivity with all Telco's operating in Pakistan.	
4.	The TPSP should be able to provide Cash Withdrawal request to initiate agent cash out through telco led unified USSD services	
5.	TPSP must be approved, licensed and authorized by SBP for provision of telco led unified USSD services	
6	TPSP must comply with PTA and SBP's regulations and guidelines	
7.	A Regulatory approval for allocation of short code will be available with the TPSP	
8.	TPSP should provide reports of all the transactions according to the ZTBL's functional requirements and to meet SBP's reporting requirements	
9.	Security framework (e.g. data transmission, customer access, etc.)	
10.	Support various business model, including (but not limited) to AMA scheme	
11.	System Integration requirements of the Bank.	
12.	Hardware and Software (other than proposed system) Requirements	

13.	Performance Benchmarks (e.g. Transaction throughput capacity, data storage limitations)	
14.	Information on System Controls and Technical Transaction Work flows	
15.	Information on Technology framework	
16.	Post Go-Live support framework (Should include SLA related information)	
17.	Information on training program with respect to proposed solution	
18.	Interconnect Agreements with Telecom Operators	



# ZARAI TARAQIATI BANK LIMITED

## FINAL EVALUATION REPORT

(AS PER RULE 35 OF PUBLIC PROCUREMENT RULES 2004)

1	Name of Procuring Agency	ZARAI TARAQIATI BANK LIMITED, HEAD OFFICE, ISLAMABAD
2	Method of Procurement	Open Competitive Bidding. Single stage - two envelope procedure as defined in PPRA Rules 2004, Clause 36 (b)
3	Title of Procurement	Acquisition of USSD Payment Solution for Non-Smart Phone Customers
4	Tender Enquiry No.	ZTBL-14-2023
5	PPRA Ref. No. TSE	TS528407E dated 21.12.2023
6	Date & Time of Bid Closing	09.01.2024, 11:00 AM
7	Date & Time of Bid Opening	09.01.2024, 11:30 AM
8	No. of Bids Received	01 (One)
9	Criteria of Bid Evaluation	<p><b>Bidder Qualification Criteria</b></p> <p>Bidder complying with all conditions mentioned in the Bidding Document shall be selected for technical and financial evaluation. Bidder(s) not fulfilling any condition of Bidder Qualification Criteria shall be disqualified and their bids shall not be considered for technical &amp; financial evaluation.</p> <p><b>BID EVALUATION CRITERIA</b></p> <p><b>Technical Evaluation Criteria</b></p> <p>Bidders' solution submitted as technical proposal must be capable to perform all functions and must meet all requirements mentioned in Scope of Work.</p> <p>Compliance of all technical specifications mentioned in this Bid Document is mandatory. Technical Evaluation to be done on compliant/non-compliant basis (without scoring or weightage). Below specification or partially compliant proposals shall be declared as Non-Compliant. Technical Compliance Matrix given in bid document to be used for evaluation.</p> <p><b>Financial Evaluation Criteria</b></p> <p>Technically Compliant Bidders shall be considered for Financial Evaluation. Responsive" bidders on basis of Total Quoted Cost (inclusive of all applicable taxes and excluding any discount), shall be assigned ranking in ascending order i.e. bidder offering lowest evaluated price shall be placed at Top and be called as "Lowest Evaluated Bidder".</p>

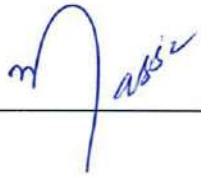
## ZARAI TARAQIATI BANK LIMITED

### 10 Details of Bid(s) Evaluation

Name of Bidder	Marks		Evaluated Cost (PKR) Including taxes	Rule/Regulation/SBD/Policy/ Basis for Rejection/Acceptance as per Rule 35 of PPRA Rules, 2004
	Technical (If Applicable)	Financial (If Applicable)		
M/s Virtual Remittance Gateway (Pvt.) Ltd.	Not Applicable	Not Applicable	Price Schedule is annexed	Compliant to Bid Document Terms & Conditions.  Financial ranking:  Single Technically & Financially Compliant Bidder.

**Most Advantageous Bid:** M/s Virtual Remittance Gateway (Pvt.) Ltd.

Signature: \_\_\_\_\_



Official Stamp \_\_\_\_\_

**HASEEB AKHTAR**  
VP/Head, PF Department  
Innovation & Technology Group  
TBI H.O. Islamabad

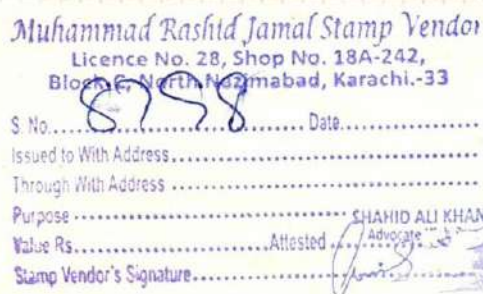


# ZARAI TARAQIATI BANK LIMITED

## Price Schedule

Price Schedule																							
Sr.	Description of Service Charges		Amount (in PKR inclusive of 5% Tax)																				
1	USSD Solution (As per Basic Requirements given in scope/technical section)	One time Onboarding Cost for Basic Requirements	6,315,789.00																				
2	Value Added Services (VAS) (To be procured at ZTBL option)	One time Onboarding Cost for VAS	1,578,947.00																				
02 (i)	AMA Account Opening / Linking of existing Account	Per Transaction Charges For VAS/AMA Scheme	<table><tr><th>Services Type</th><th>Fee (PKR)</th></tr><tr><td>New Account Opening</td><td>15.79</td></tr><tr><td>Ported or Linked Account</td><td>15.79</td></tr><tr><td>Balance Inquiry</td><td>0.26</td></tr><tr><td>Mini Statement</td><td>0.26</td></tr><tr><td>Fund Transfer – On Us</td><td>0.79</td></tr><tr><td>Fund Transfer – Off Us</td><td>1.58</td></tr><tr><td>Air Time Top-Up</td><td>1.25% of Top-Up Amount</td></tr><tr><td>Utility Bill Payment</td><td>3.16</td></tr><tr><td>Account Closing</td><td>1.05</td></tr></table>	Services Type	Fee (PKR)	New Account Opening	15.79	Ported or Linked Account	15.79	Balance Inquiry	0.26	Mini Statement	0.26	Fund Transfer – On Us	0.79	Fund Transfer – Off Us	1.58	Air Time Top-Up	1.25% of Top-Up Amount	Utility Bill Payment	3.16	Account Closing	1.05
Services Type	Fee (PKR)																						
New Account Opening	15.79																						
Ported or Linked Account	15.79																						
Balance Inquiry	0.26																						
Mini Statement	0.26																						
Fund Transfer – On Us	0.79																						
Fund Transfer – Off Us	1.58																						
Air Time Top-Up	1.25% of Top-Up Amount																						
Utility Bill Payment	3.16																						
Account Closing	1.05																						
02 (ii)	Mobile Wallet																						
	• Cash in																						
	• Cash out																						
	• KYC																						
3	Annual Maintenance/service charges	Annual Maintenance for Basic Requirements	1,263,158.00																				
		Annual Maintenance for VAS	1,578,947.00																				
	Grand Total		10,736,841.00																				
4	CR Rate (Per Man day)		400 USD per many day																				





**Contract between ZTBL and VRG for Acquisition of USSD Payment Solution for non-smart phone customers**

THIS AGREEMENT is made on the 7<sup>th</sup> day of May 2024 between [***Zarai Taraqiyati Bank Limited, Head Office: 1, Faisal Avenue, Islamabad***] of Pakistan (hereinafter called -the Procuring Agency||) of the one part and [***Virtual Remittance Gateway PVT LTD***] of [***8<sup>th</sup> floor, Kawish Crown Plaza, Shahrah-e-Faisal Karachi***] (hereinafter called -the Supplier|) of the other part:

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

- 

*[Signature]*  
Digital Banking Division  
ZTBL, Head Office, Islamabad



2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-


- (a) This form of Contract;
- (b) the Form of Bid and the Price Schedule submitted by the Bidder;
- (c) the Schedule of Requirements;
- (d) the Technical Specifications;
- (e) the Special Conditions of Contract;
- (f) the General Conditions of the Contract;
- (g) the Procuring Agency's Letter of Acceptance; and
- (h) All Annexure of Bid document.

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

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

5. The parties agree to sign the addendum for value added services (VAS) as per price schedule, to be procured at ZTBL option, as and when required.

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




Signed, sealed, and delivered by:

Zeeshan Mazhar

Chief Digital & Information Officer ZTBL

**ZEESHAN MAZHAR**  
Chief Information Officer (A)  
Zarai Taraqati Bank Limited  
Head Office, Islamabad



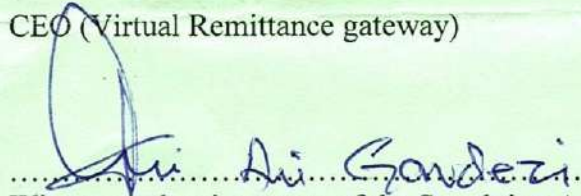
Witness to the signatures of the Procuring Agency-ZTBL:



Signed, sealed, and delivered by

Muhammad Salman Ali

CEO (Virtual Remittance gateway)



Witness to the signatures of the Supplying Agency -VRG

*SECTION VII: GENERAL CONDITIONS OF THE CONTRACT*



A handwritten signature in blue ink is located to the right of the NAB stamp.

Digital Banking Division  
ZTBL, Head Office, Islamabad



## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	<b>Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	<b>"Authority"</b> means Public Procurement Regulatory Authority.
		b)	The <b>-Arbitrator</b> is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract <b>GCC Clause 45-47</b> hereunder.
		c)	The <b>"Contract"</b> means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d)	The <b>-Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .
		e)	<b>-Completion</b> means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
		f)	<b>"Country of Origin"</b> means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .
		g)	The <b>"Contract Price"</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		h)	<b>"Effective Contract date"</b> is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in <b>GCC</b>
		i)	<b>"Procuring Agency"</b> means the person named as Procuring Agency in the <b>SCC</b> and the legal successors in title to this person, procuring the Goods and related service, as named in <b>SCC</b> .
		j)	<b>"Related Services"</b> means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		k)	<b>"GCC"</b> means the General Conditions of Contract contained in this section.
		l)	<b>-Intended Delivery Date</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the <b>SCC./ Project Plan shared by VRG</b>



3

Digital Banking Division  
ZTBL Head Office, Islamabad

		m)	<b>-Information System,</b> also called <b>-the System,</b> means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract
		n)	<b>"SCC"</b> means the Special Conditions of Contract.
		o)	<b>-Supplier</b> means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
		p)	<b>"Project Name"</b> means the name of the project stated in SCC.
		q)	<b>"Day"</b> means calendar day.
		r)	<b>"Eligible Country"</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		s)	<b>"End User"</b> means the organization(s) where the goods will be used, as named in the SCC.
		t)	<b>"Origin"</b> means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
		u)	<p><b>-Force Majeure</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, <b>"Force Majeure"</b> means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>




Digital Banking Division  
ZTBL Head Office, Islamabad



		v)	"Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
		w)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	<b>Application and interpretation</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority:  (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	<b>Conditions Precedent</b>	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -  a) Submission of performance Security (or guarantee) in the form specified in the SCC; or  b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived, but subject to such conditions as it shall impose in respect of such waiver) shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.



5  
Digital Banking Division  
ZTBL Head Office, Islamabad

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



*Handwritten signature*

6  
Digital Banking Division  
ZTBL, Head Office, Islamabad



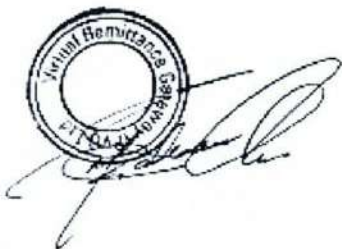
		8.2	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract
		8.3	The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.
		8.4	The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract.
		8.5	The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency.
		8.6	The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.



*Handwritten signature*

Digital Banking Division  
ZBL Head Office, Islamabad

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



*[Handwritten signature]*

**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



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



*W*  
**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**

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



10  
Digital Banking Division  
ZTBL, Head Office, Islamabad



14.	Copy Rights	14.1	The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
		14.2	The Procuring agency agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials
		14.3	The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC
		14.4	As applicable, the Procuring agency's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Procuring agency. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring agency may consider necessary or desirable to perfect the right, title, and interest of the Procuring agency in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring agency, and where permitted by applicable law, ensure that the holder of such a moral right waives it.
		14.5	The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are specified in the SCC and in accordance with the SCC
15.	Software License Agreements	15.1	<p>Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring agency, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software.</p> <p>Such license to access and use the Software shall:</p> <p>(a) be:</p> <p>(i) nonexclusive;</p>



			<ul style="list-style-type: none"> <li>(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41;</li> <li>(iii) valid throughout the territory of the Procuring agency's Country (or such other territory as specified in the SCC); and</li> <li>(iv) subject to additional restrictions (if any) as specified in the SCC.</li> </ul>
			<ul style="list-style-type: none"> <li>b) permit the Software to be:               <ul style="list-style-type: none"> <li>(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;</li> <li>(ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;</li> <li>(iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide- area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;</li> </ul> </li> </ul>
			<ul style="list-style-type: none"> <li>(iv) reproduced for safekeeping or backup purposes;</li> <li>(v) customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</li> <li>(vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</li> </ul>



12

Digital Banking Division  
ZTBL, Head Office, Islamabad



			(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.
		15.2	The Standard Software may be subject to audit by the Supplier, in accordance with the terms <b>specified in the SCC</b> , to verify compliance with the above license agreements.
16.	<b>Confidential Information</b>	16.1	Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract (—the Disclosing Party), divulge to any third party any documents, data, or other information of a confidential nature (—Confidential Information) connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
		16.2	For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.
		16.3	Notwithstanding GCC Clauses 16.1 and 16.2: <ul style="list-style-type: none"> <li>(a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and</li> <li>(b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,</li> </ul> in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.
		16.4	The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.



		16.5	The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which: <ul style="list-style-type: none"> <li>(a) now or hereafter enters the public domain through no fault of the Receiving Party;</li> <li>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</li> <li>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.</li> </ul>
		16.6	The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
		16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
17.	<b>Project Plan</b>	17.1	In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		17.2	The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC
		17.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35.
		17.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract
		17.5	The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements.



*[Handwritten Signature]*  
**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



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



15

*Handwritten signature*

Digital Banking Division  
ZTBL Head Office, Islamabad

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



*[Signature]*  
Digital Banking Division  
ZTBL, Head Office, Islamabad

21.	<b>Documents</b>	21.1	<p>Unless otherwise <b>specified in the SCC</b>, the Supplier will provide the Procuring agency with shipping and other documents, as specified below;</p> <p>(i) For Goods supplied from outside the Procuring agency's Country:</p> <p>Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <ul style="list-style-type: none"> <li>(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>(b) usual transportation documents;</li> <li>(c) insurance certificate if applicable;</li> <li>(d) certificate(s) of origin; and</li> <li>(e) estimated time and point of arrival in the Procuring agency's Country and at the site.</li> </ul> <p>(ii) For Goods supplied locally (i.e., from within the Procuring agency's country):</p> <p>Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate:</p> <ul style="list-style-type: none"> <li>(a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;</li> <li>(b) delivery note, railway receipt, or truck receipt;</li> <li>(c) certificate of insurance;</li> <li>(d) certificate(s) of origin; and</li> <li>(e) estimated time of arrival at the site.</li> </ul>
-----	------------------	------	---



*[Handwritten signature]*  
**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



			<p>(iii) Customs Clearance</p> <p>(a) The Procuring agency will bear responsibility for, and cost of, customs clearance into the Procuring agency's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Procuring agency's country in the Price Schedules referred to by Article 2 of the Contract Agreement.</p> <p>(b) At the request of the Procuring agency, the Supplier will make available a representative or agent during the process of customs clearance in the Procuring agency's country for goods supplied from outside the Procuring agency's country. In the event of delays in customs clearance that are not the fault of the Supplier:</p> <p>(c) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 26; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.</p>
22.	Product Upgrades	22.1	At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Procuring agency the latest versions of the available Information Technologies having equal or better performance or functionality at the mutually agreed prices.
		22.2	At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring agency any cost reductions /cost increases and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Procuring agency's Country.
			During performance of the Contract, the Supplier shall offer to the Procuring agency all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within mutually agreed timeline and price, revised annual fee after their availability from the Supplier, and no later than twelve (12) months after they are released in the country of origin.



*Handwritten signature*  
**Digital Banking Division**  
**ZTBL Head Office, Islamabad**

23.	Inspections and Test	23.1	The Procuring Agency or its representative shall have the right to inspect and/or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		23.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		23.3	Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency.
		23.4	The Procuring Agency's right to inspect, test and, where necessary, reject component after arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin.
		23.5	The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be reimbursed at actual.. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected
		23.6	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.
24.	Installation of the System	24.1	As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing



*Digital Banking Division*  
*ZTBL, Head Office, Islamabad*



		24.2	The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.
		24.3	If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.
25. Commissioning		25.1	Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier: <ul style="list-style-type: none"> <li>(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or</li> <li>(b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or</li> <li>(c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3.</li> </ul>
		25.2	The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing



*Handwritten signature*  
**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



26.	<b>Operational Acceptance Tests</b>	26.1	<p>The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.</p> <p>At the Procuring agency's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p>
		26.2	<p>If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.</p>
27.	<b>Operational Acceptance</b>	27.1	<p>Subject to GCC Clauses 27.4 &amp; 28 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <ul style="list-style-type: none"> <li>a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or</li> <li>b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2. below; or</li> <li>c) the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring agency and document such use</li> </ul>
		27.2	<p>At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.</p>



Digital Banking Division  
 ZTBL, Head Office, Islamabad

		27.3	<p>After consultation with the Procuring agency, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:</p> <ul style="list-style-type: none"> <li>(a) issue an Operational Acceptance Certificate; or</li> <li>(b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or</li> <li>(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises.</li> </ul>
		27.4	<p>The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring agency, and the Procuring agency, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring agency of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The Procuring agency shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p>
		27.5	<p>If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either:</p> <ul style="list-style-type: none"> <li>(a) the Procuring agency may consider terminating the Contract, subject to GCC Clause 41;</li> </ul> <p style="text-align: center;">or</p> <ul style="list-style-type: none"> <li>(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring agency to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.</li> </ul>
		27.6	<p>If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice</p>



**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



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



**Digital Banking Division<sup>23</sup>**  
**ZTBL, Head Office, Islamabad**

		29.4	Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier
		29.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
30.	<b>Intellectual Property Rights Indemnity</b>	30.1	<p>The Supplier shall indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring agency or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> <li>(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;</li> <li>(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and</li> <li>(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring agency's breach of GCC Clause 30.2.</li> </ul>
		30.2	Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.



*[Signature]*  
**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



		30.3	Such indemnities shall also not apply if any claim of infringement: <ul style="list-style-type: none"> <li>(a) is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization;</li> <li>(b) is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or</li> <li>(c) results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier</li> </ul>
31.	Insurance	31.1	<b>Insurance is not applicable to this contract</b>
32.	Limitation of Liability	32.1	Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the Procuring agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and</li> <li>(b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement</li> </ul>
33.	Related Services	33.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> <li>a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;</li> <li>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods</li> </ul>



**Digital Banking Division<sup>25</sup>**  
**ZTBL, Head Office, Islamabad**

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



*Digital Banking Division*  
*ZTBL, Head Office, Islamabad*



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



*On*  
Digital Banking Division  
ZTBL, Head Office, Islamabad

		f)	a payment is not paid by the Procuring Agency to the Supplier after 30 days from the due date for payment after successful verification of deliverables;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		40.3	For the purpose of this clause:
			<b>"Corrupt and Fraudulent Practice"</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		40.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to <b>GCC Clause 26.1</b> , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
41.	<b>Termination for Force Majeure</b>	41.1	<p>Notwithstanding the provisions of <b>GCC Clauses 38, 39, and 40</b>, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, <b>"Force Majeure"</b> means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>



*Signature*  
**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



		41.2	If a Party (hereinafter referred to as -the Affected Party-) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
42.	<b>Termination for Insolvency</b>	42.1	The Procuring Agency or the supplier may at any time terminate the Contract by giving written notice to the other party
43.	<b>Termination for Convenience</b>	43.1	The Procuring Agency or the supplier, by written notice, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for either party's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		43.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
44.	<b>Transfer of Ownership</b>	44.1	With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
		44.2	Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements
		44.3	Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.




29  
Digital Banking Division  
ZTBL, Head Office, Islamabad

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



**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



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



A handwritten signature in blue ink is located in the bottom right corner, to the left of the official stamp.

31  
Digital Banking Division  
ZTBL, Head Office, Islamabad

### Special Conditions of Contract (SCC)

(Disclaimer: This is standard contract, final contract will issued to successful vendor as per best industry practices)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1	The Procuring Agency is: ZTBL
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>[write the name of title or project]</i>
<b>Governing Language (GCC 4)</b>		
4.	4.1	The Governing Language shall be: English
<b>Applicable Law (GCC 5)</b>		
5.	5.1	The Applicable Law shall be: Laws of the Pakistan
	5.2	The Contract shall be effective from the date signing between parties
<b>Country of Origin (GCC 6)</b>		
6.	6.1	Country of Origin is Pakistan
<b>Scope of the System (GCC 7)</b>		
7	7.1	The Scope of the System is as per scope of bid document/bidder accepted proposal of vendor.
<b>Supplier Responsibilities (GCC 8)</b>		
8.	8.1	The Supplier shall have the following additional responsibilities: <i>[ "none" ]</i> .
<b>Procuring Agency's Responsibilities (GCC 9)</b>		
9.	9.1	The Procuring agency shall have the following additional responsibilities: <i>[ "none" ]</i> .
<b>Price (GCC 10)</b>		
10.	10.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.





		<i>II</i>
<b>Payment (GCC 11)</b>		
10.	11.1	Payment shall be made as per Bid document relevant clause of payment terms.
11.	11.3	No Rate of interest shall be made account of late payment made by Procuring Agency.
<b>Performance Guarantee (GCC 12)</b>		
12.	12.1	The amount of performance guarantee, as a percentage of the Contract Price, shall be: <i>(10) percent of the Contract Price]</i>
13.	12.3	After delivery and Operational acceptance of the Information System, the Performance Guarantee shall remained withheld for 01 years to cover the Supplier's warranty obligations in accordance with <b>GCC Clause 29.</b>
<b>Taxes and Duties (GCC 13)</b>		
14.	13.	<i>Necessary and appropriate clauses, or state "There are no Special Conditions of Contract applicable to GCC Clause 13".</i>
<b>Copy Rights (GCC 14)</b>		
15.	14.3	The Procuring agency may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, with the Supplier's prior written consent, under the following circumstances:  <i>(will be decided mutually as per industry practice and mutual agreement between both parties)</i>
16.	14.4	The Procuring agencies and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows [ state: <b>"not applicable"</b> if Custom Software is not part of the System; otherwise, specify: <b>items, rights, obligations, restrictions, exceptions, and provisos</b> ].  The Procuring agencies and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows [ state: <b>"not applicable"</b> if Custom Materials are not part of the System; otherwise, specify: <b>items, rights, obligations, restrictions, exceptions, and provisos</b> ].
17.	14.6	<i>The Agreement should only require configurations and customizations backup as part of implementation instead of Escrow arrangement</i>
<b>Software License Validity (GCC 15)</b>		
18.	15.1 (a)(ii)	The Standard Software license shall be valid <b>"throughout the territory of the Procuring agency's Country;"</b>



*Digital Banking Division<sup>33</sup>  
ZTBL, Head Office, Islamabad*

19.	15.1 (a)(iv)	Use of the software shall be subject to the following additional
-----	-----------------	--



  
 Digital Banking Division  
 ZTBL, Head Office, Islamabad



		restrictions : “ <i>subject to mutual agreement between both parties</i> ”
20.	15.1(b)(ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer “ <i>provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine;</i> ”
21.	15.1(b)(vii)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by “ <i>support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts;</i> ”
22.	15.1(b)(vii)	In addition to the persons specified in GCC Clause 15.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, [ <i>specify: categories of persons (will be provided at the time of signing of agreement)</i> ] subject to the same restrictions as are set forth in this Contract.
<b>Confidential Information (GCC 16)</b>		
23.	16.1	<i>State: “There are no modifications to the confidentiality terms expressed in GCC Clause 16.1;”</i>
24.	16.7	<i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for [“03 years”].</i>
<b>Project Plan (GCC 17)</b>		
25.	17.1	<p>Chapters in the Project Plan shall address the following subject: [<i>for example, specify:</i></p> <ul style="list-style-type: none"> <li>(a) <i>Project Organization and Management Plan;</i></li> <li>(b) <i>Delivery and Installation Plan</i></li> <li>(c) <i>Training Plan</i></li> <li>(d) <i>Pre-commissioning and Operational Acceptance Testing Plan</i></li> <li>(e) <i>Warranty Service Plan</i></li> <li>(f) <i>Task, Time, and Resource Schedules</i></li> <li>(g) <i>Post-Warranty Service Plan (if applicable)</i></li> <li>(h) <i>Technical Support Plan (if applicable)</i></li> <li>(i) <i>etc.</i></li> </ul> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements</i></p>
26.	17.2	Within <i>thirty (30)</i> ] days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring agency. The Procuring agency shall, within, <i>fourteen (14)]</i> days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 17.2 called -non-conformities below). The Supplier



35  
Digital Banking Division  
ZTBL, Head Office, Islamabad

		shall, within <i>five (5)</i> days of receipt of such notification, correct the Project Plan and resubmit to the Procuring agency. The Procuring agency shall, within <i>five (5)</i> ] days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring agency shall provide confirmation in writing to the Supplier. This approved Project Plan (—the Agreed and Finalized Project Plan) shall be contractually binding on the Procuring agency and the Supplier.
27.	17.5	<p>The Supplier shall submit to the Procuring agency such reports that are developed after mutual discussion between both sides:</p> <p>(a) <i>Monthly) progress reports, summarizing:</i></p> <p>(i) <i>results accomplished during the prior period;</i></p> <p>(ii) <i>cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</i></p> <p>(iii) <i>corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i></p> <p>(iv) <i>other issues and outstanding problems; proposed actions to be taken;</i></p> <p>(v) <i>resources that the Supplier expects to be provided by the Procuring agency and/or actions to be taken by the Procuring agency in the next reporting period;</i></p> <p>(vi) <i>other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.</i></p> <p>(b)..... ]</p> <p>Note: Other reports may be needed to monitor Contract performance/progress with System implementation</p>
<b>Sub-Contracting (GCC 18)</b>		
28.	18.1	<i>Insert: JV are allowed for subcontracting however vendor is required to disclose the JVs with PA.</i>
<b>Transportation (GCC 19)</b>		
29.	19.1	The Supplier “shall” be free to use transportation through carriers registered in any eligible country and [insert: “shall” or “shall not”] obtain insurance from any eligible source country.
<b>Documents (GCC 21)</b>		
30.	21.1	The Supplier shall provide to the Procuring agency documents [state “as specified in the GCC,”



**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**  
 56



<b>Products Upgrade (GCC 22)</b>		
31.	22.1	The Supplier shall provide the Procuring agency: <i>"with new versions, releases, and updates to supplied Software during the Warranty Period (1 year) , for a price mutually agreed"</i>
<b>Inspections and Tests (GCC 23)</b>		
32.	23.1	<i>Insert: necessary and appropriate clauses related to inspection/test i.e UAT, QA etc</i>
<b>Installations (GCC 24)</b>		
33.	24.1	<i>: necessary and appropriate clauses will be incorporated as per industry best practices after these are mutually agreed between both parties</i>
<b>Operational Acceptance Test (GCC 26)</b>		
34.	26.1	<i>reference the relevant section(s) of the Technical Requirements of bid document chapter V</i>
<b>Defect Liability (GCC 29)</b>		
35.	29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows and <i>as per Scope of work</i>
36.	29.3	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: [ state: <i>"No specific minimum time requirements are established for this Contract other than that the Information Technologies must have been previously released to the market;"</i> or specify: <i>specific types of technologies and specific minimum time periods; for example, "All Standard Software must have been commercially available in the market for at least three months"</i> ].
37.	29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for [ state: <i>12 months;"</i>
38.	29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage as per SLA
<b>Intellectual Property Rights Indemnity</b>		
39.	30.1	<i>Insert: necessary and appropriate clauses will be incorporated a per industry best practice after these are mutually agreed between both parties</i>
<b>Insurance (GCC Clause 31)</b>		



Insurance (GCC Clause 31)

40.	31.1	<i>Insurance is not applicable to this contract</i>
<b>Related Services (GCC Clause 33)</b>		
41.	33.1	Related services to be provided are specific to the scope of work captured in the letter of acceptance only  <i>[as per scope of work and bidder accepted proposal) The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
<b>Change Orders (GCC 34)</b>		
42.	34.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 34."</i>
<b>Assignment (GCC 36)</b>		
43.	36.1	Contract can be assigned (no )
<b>Liquidated Damages (GCC Clause 39)</b>		
44.	39.1	Applicable rate: 1. In case of supplier fails to timely deliver goods/services, a penalty equivalent to 0 % weekly may be deducted from performance security. Maximum deduction: is equal to the performance security.  2.
<b>Procedure for Dispute Resolution (GCC Clause 45)</b>		
3.	45.1	<b>Dispute Resolution</b>  <b><u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u></b>  <i>If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision: Arbitration proceedings shall be conducted in accordance with the rules of arbitration of [select one of the following: <b>UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration</b>]. These rules, in the version in</i>



**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



force at the time of the request for arbitration, will be deemed to form part of this Contract.

**(b) For Contracts to be entered with nationals of Pakistan:**

1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract— whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.
2. At failure of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [ Islamabad *Insert name of the city*] and proceedings will be conducted in –[English *Specify language*] language.
4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.
6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.

**Notices (GCC Clause 48)**

4.

48.1

— Procuring Agency's address for notice purposes:

—Supplier's address for notice purposes:



Digital Banking Division  
ZTBL, Head Office, Islamabad

<b>Contract Validity &amp; Renewal(GCC Clause 49)</b>		
5.	49.1	The initial contract validity shall be as following; a. With respect to Quoted Solutions this agreement shall be valid for 05 years.
	49.2	The renewal/extension of the contract shall be made by mutual consent of both parties on following basis. a. With respect to Quoted Solution extension can be made on yearly basis without changing the scope & 10% increase in price (Yearly Support Price).
<b>Other Special Conditions of Contracts (GCC Clause 50)</b>		
<b>50: Service level agreement (Further SLA will be decided as per industry practices)</b>		



**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**



6.	50	<p><b>SERVICE LEVEL AGREEMENT</b></p> <p><b>A. GENERAL</b></p> <p><b>Scope of Services</b></p> <p>There shall be no restrictions on number of devices and Number of Users to use the provided solution.</p> <p>Support shall remain available around the clock 24/7/365 for rectification of failure/break downs of application.</p> <p>For quick disposal of remedial maintenance call, vendor shall keep sufficient Technical HR.</p> <p>Vendor will ensure back end support for any change management, development, customization, configuration and problem.</p> <p>Provide telephonic support in case of minor operational problems which may not require site visit.</p> <p>Suggest any service improvement &amp; security enhancement plan as per the best practices standards from Regulator i-e SBP.</p> <p>Vendor has to ensure and enhance their internal communication and should cascade all relevant information related to ZTBL IT infrastructure to relevant interfaces for effective support</p> <p>A dedicated Project Manager will be assigned from ZTBL side for the project who will present outcomes to the ZTBL's Management on weekly basis.</p> <p>Vendor will post a fulltime resident Engineer (working hours) till implementation and Go LIVE with ZTBL Head office team for issue escalation, resolution and instant support regarding provided solution during UAT &amp; for three (3) Months after go-live subject to the costs involved are agreed between ZTBL and supplier</p> <p><b>B. MAINTENANCE SERVICES</b></p> <p><b>i. SEVERITY LEVEL &amp; RESPONSE TIME of SLA</b></p> <p>Under the terms of this agreement, the vendor will provide</p>
----	----	---



**Digital Banking Division**  
**ZTBL, Head Office, Islamabad**

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

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

**a. Response VS Resolution:**

Severity Level	Scenarios	Response Time	Target Resolution Time	Penalty
High	Service affecting fault ▪ Service completely unavailable ▪ Disaster Scenario	1 hour	12 hours	As penalty clause
Medium	Service interrupting fault ▪ Some users are disconnected ▪ Some features of the application are not working ▪ Some features are working incorrectly.	4 hours	24 hours	As above
Low	▪ Any feature related changes	3 working days	7 working days	As above

**DESCRIPTION OF SERVICES**

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

Service	Support	Delivery
Services defined in the scope of work.	<ul style="list-style-type: none"> <li>▪ Installation at PR with HA &amp; DR Setup</li> <li>▪ Configuration</li> <li>▪ Maintenance</li> <li>▪ Administration</li> <li>▪ Upgrades (Security)</li> <li>▪ Backups &amp; Recovery</li> <li>▪ Restoration / DR Planning</li> <li>▪ KPIs for Health Check</li> <li>▪ Troubleshooting</li> </ul>	On-Site

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

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

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



**Digital Banking Division**  
ZTBL, Head Office, Islamabad



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

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

**iv. Location & Response Time:**

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

**Location:**

**ZTBL Head Office, Islamabad**

**v. TECHNICAL RESOURCE ARRANGEMENT**

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

**C. PENALTY**

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

**i. For Solution after deployment:**

Delay	Penalty/ Deduction
Delay after the defined resolution time	Deduction from quarterly payable amount
Delayed PerDay	0.1%

Incase delay extends more than 1 working day, the justifiable reasons for delay must be communicated in writing by supplier to ZTBL. After 1 week delay ZTBL may deduct 0.1% from the outstanding invoice of the month to which such delay relates. However, in case where the delay is caused due to any notified force majeure factor no deduction shall be applicable.

If delay of resolution exceeds one calendar week it will lead to deduction of 1% amount of Performance Guaranty per week.

**D. ESCALATION PROCEDURE**

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

Escalation Level	Contact Details	Department	Designation	Email	Contact
------------------	-----------------	------------	-------------	-------	---------



**Digital Banking Division**  
**ZTBL Head Office, Islamabad**

		Level - 1					
		Level - 2					
		Level - 3					




*Handwritten signature in blue ink.*

44  
 Digital Banking Division  
 ZTBL, Head Office, Islamabad



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

**i. DOCUMENTATION**

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

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

**ii. OBLIGATIONS OF THE ZTBL**

The customer shall:

- c. Provide a suitable installation environment
- d. Use the services strictly in accordance with the administration guides.
- e. Permit bidders, its employees full access to the environment necessary for support and installation services.
- f. Not permit other/unauthorized persons to perform any activity on the systems.



*W*

Digital Banking Division  
ZTBL, Head Office, Islamabad