



BIDDING DOCUMENTS

for

***Upgrade Services of Core Banking Application with
Implementation of Payment Hub, Maintenance &
Technical Support***

January 2024

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK)
4th Floor BSC House, I.I Chundrigar Road, Karachi -74000,
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Preface

Rule 23 of Public Procurement Rules, 2004 (PPR-2004) requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid. Use of these documents is mandatory for either open or limited bidding.

Document comprises of the Sections listed below:

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



SBP Banking Services Corporation

Section I. Invitation to Bids (ITB)

GSD (PROC-I)/002786/Services/CB/2024

Date: January 18, 2024

- 1) This Invitation for Bids follows the Procurement Advertisement (PA) No. GSD (PROC-I)/002786/Services/CB/2024 for acquisition of Upgrade Services for SBP's in-use Core Banking Application along with Technical Support.
- 2) The State Bank of Pakistan has reserved the funds for the procurement planned during the financial year [FY 2023-24]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the procurement.
- 3) SBP Banking Services Corporation now invites sealed bids from eligible bidders that meet the following eligibility criteria:
 - a) Bidder must be an Original Manufacturer (OM) / Principal Software Firm (PSF) or Authorized Partner of the OM / PSF;
 - b) Bidder must be authorized by their OM / PSF specifically for this procurement;
 - c) Bidder must have experience of at least 02 (Two) similar upgrade projects at verifiable organizations during last 05 (Five) years;
 - d) Bidder must have at least 10 (Ten) OM / PSF Certified Technical and Functional Resources with minimum experience of 05 (Five) years for quoted Core Banking Application;
 - e) Bidder must have verifiable service/support office in Pakistan;
 - f) Bidder must have positive net worth as per last audited financial statement;
 - g) Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR;
 - h) Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).
- 4) The bidding shall be conducted in line with the Single Stage Two Envelope Procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders.
- 5) All bids must be accompanied by a Bid Security in an acceptable form amounting to **PKR 5,000,000/-**.
- 6) This ITB / Bidding documents are also available on websites: <http://www.ppra.org.pk> and <http://www.sbp.org.pk>.
- 7) The original bid along with one (01) copy, properly filled in, and enclosed in sealed envelope(s) must be delivered at the office of the undersigned on or before **Tuesday, February 27, 2024 11:00 AM**. The bids (technical part of the bids) will be opened same day at **11:30 AM** in public and in the presence of bidders' representatives who choose to attend in the opening at the **Meeting Room, General Services Department 4th Floor BSC House, SBP Banking Services Corporation, I.I. Chundrigar Road, Karachi –Pakistan**.

Senior Joint Director

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (SBP BSC)
4th Floor BSC House, I.I Chundrigar Road, Karachi
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Section II. Bid Data Sheet (BDS)

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

BDS 1.	Method of Procurement	
Bidding will be conducted under Competitive Bidding:		
Single Stage Two Envelope Procedure -Rule 36(b) of the Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR 2004.		
Technical and financial proposals must be in separate sealed envelopes.		
BDS 2.	OM / PSF	
The Original Manufacturer (OM) / Principal Software Firm (PSF) for the purpose of this bid shall be “ Temenos ”		
BDS 3.	Name of Procuring Agency	ITB 2.1
State Bank of Pakistan		
BDS 4.	Title of Procurement	ITB 2.1
<i>Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support</i>		
ITB No. GSD (PROC-I)/002786/Services/CB/2024		
BDS 5.	Eligible Bidders	ITB 3
Bidders that meet the eligibility criteria pursuant to Form T3 ‘Minimum Qualification / Eligibility requirements’ can participate in this Bidding Process.		
A bidder who has been declared blacklisted or debarred by a foreign country, international organization or other foreign institutions shall be treated as blacklisted and debarred from participating. Bidder/Firm/Consultant who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.		
Blacklisted bidder/firm/company/individual are not allowed to participate in the bidding process. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA),		

Agency, Organization or Autonomous Body anywhere in Pakistan. (Submission of undertaking to this effect on legal stamp paper as per Form T8 is mandatory).

Joint Ventures and Consortiums are not allowed.

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

BDS 6.	Eligible Goods and Services	ITB 5
The goods and services produced by all countries except countries restricted by Federal Government		
BDS 7.	Pre Bid Meeting	ITB 9.2
Pre Bid Meeting is not required.		
BDS 8.	Clarification of the bidding Documents	ITB 8
The Procuring Agency will respond in writing, to request for clarification of the bidding documents that it receives at least 7 days prior to date of bid opening.		
Contact for Queries & Clarifications: Senior Joint Director Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK) 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000, Phone: (92-21)–32455948 & 32455482, Facsimile :(92-21)-99221176 Email: gsd.proc@sbp.org.pk		
BDS 9.	Prices	ITB 13.4
Prices quoted by the Bidder shall be “fixed”. However, any subsequent legislation enacted and enforced between bid opening and finalization of award that impacts the bid price would be duly accounted for.		

BDS 10. Bid Currency	ITB 14
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- a) For Information System, Upgrade, Local SLA & Support Services and Training provided from within Pakistan, the currency of the Bid shall be ***Pakistani Rupees (PKR)***;
- b) For Information System including Software Licenses, its Renewal and Support provided from outside Pakistan, the Bidder shall express its Bid in ***US Dollars (USD) or Pakistani Rupees (PKR)***.

BDS 11. Minimum Qualification/Eligibility requirements	ITB 3.5
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- a) *Bidder must be an Original Manufacturer (OM) / Principal Software Firm (PSF) or Authorized Partner of the OM / PSF;*
- b) *Bidder must be authorized by their OM / PSF specifically for this procurement;*
- c) *Bidder must have experience of at least 02 (Two) similar upgrade projects at verifiable organizations during last 05 (Five) years;*
- d) *Bidder must have at least 10 (Ten) OM / PSF Certified Technical and Functional Resources with minimum experience of 05 (Five) years for quoted Core Banking Application;*
- e) *Bidder must have verifiable service/support office in Pakistan;*
- f) *Bidder must have positive net worth as per last audited financial statement;*
- g) *Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR;*
- h) *Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).*

BDS 12. Bid Security	ITB 17.1
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- Bid security of fix amount of **PKR 5,000,000/-** is required.
- Bid Security must be valid till **13-Aug-24**.
- **Bid Security must be in sealed Technical Proposal Envelope.**
- Bid found without or 'with insufficient' Bid Security will be rejected instantly.
- Bid Security shall be in favor of 'SBP Banking Services Corporation'.
- Bid Security may be in the form of either Payment Order/Bank Draft or an unconditional bank guarantee enforceable in Pakistan (as per Form T9 of Section VI).

BDS 13. Bid Validity Period	ITB 18.1
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The rates quoted must remain valid for a period of **140 days** after opening of bids.

BDS 14. Sealing and Marking of Bids	ITB 20
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- The Bid shall comprise a single sealed package labeled as follows:

Bid for: ITB No. GSD (PROC-I)/002786/Services/CB/2024
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Bidder: [the Name of Service Provider]

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support.

“DO NOT OPEN BEFORE **Tuesday, February 27, 2024** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK), 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000

Phone: (92-21)–32455948 & 32455482

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

Labeling for ‘Technical Proposal’ envelope:

Bid for: ITB No. GSD (PROC-I)/002786/Services/CB/2024

Bidder: [the Name of Service Provider]

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

‘TECHNICAL PROPOSAL’
(Original & Copy)

“DO NOT OPEN BEFORE **Tuesday, February 27, 2024** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (HOK), 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000

Phone: (92-21)–32455948 & 32455482

Labeling for ‘Financial Proposal’ envelope:

Bid for: ITB No. GSD (PROC-I)/002786/Services/CB/2024

Bidder: [the Name of Service Provider]

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support)

'FINANCIAL PROPOSAL'**(Original & Copy)****"DO NOT OPEN BEFORE Tuesday, February 27, 2024 , 11:30 Hours**

Senior Joint Director

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Services Corporation (HOK), 4th Floor BSC House, I.I Chundrigar Road,
Karachi -74000

Phone: (92-21)-32455948 & 32455482

BDS 15. Contents of the Technical Proposal EnvelopeITB
19.1

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

*Note: Please do not disclose the 'Bid Price' in 'Technical Proposal'.***BDS 16. Contents of the Financial Proposal Envelope**

ITB 20

1.	Form F1	Bid Form with Financials: duly filled and signed.
2.	Form F2	Price Schedule: duly filled and signed.
3.	Form F3	Grand Summary Cost Table: duly filled and signed.

BDS 17. Address for bid submissionITB
21.1

Senior Joint Director

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Services Corporation (HOK), 4th Floor BSC House, I.I Chundrigar Road,
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Email: gsd.proc@sbp.org.pk

BDS 18. Deadline for bid submissionITB
21.2**Tuesday, February 27, 2024 at 11:00 am****BDS 19. Date and Time of bid opening.**ITB
21.1**Tuesday, February 27, 2024 at 11:30 am**

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

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

BDS 20. Place of bid opening.	ITB 24.1
Meeting Room, General Services Department 4th Floor BSC House, SBP Banking Services Corporation (HOK), I.I Chundrigar Road, Karachi –Pakistan.	
BDS 21. Evaluation of Bids	ITB 27
Evaluation will be carried out as per the criteria defined in “ Section IV. Evaluation Criteria ”	
BDS 22. Procuring Agency’s Right to Vary Inputs / Outputs	ITB 31
Up to 15%	
BDS 23. Signing of Contract	ITB 35.2
Within twenty four (24) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract with applicable stamp duty as per Stamp Duty Act and return it to the Procuring Agency.	
BDS 24. Preliminary Evaluation	ITB 26.6
Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will be rejected.	
BDS 25. Performance Guarantee	ITB 36.1
5% Performance Guarantee is required against Upgrade Services with Implementation, Implementation of Temenos Payment Hub (TPH) & Training; which will be returned after the issuance of Operational Acceptance Certificate.	
5% Performance Guarantee is required on Annual basis against the annual Charges for Local SLA & Support Services, Temenos Payment Hub (TPH) Subscription and Temenos (OM) Licenses Renewal Services with Support during the Contract period.	
The Performance Guarantees shall be in the form of an unconditional Bank Guarantee enforceable in Pakistan and required at the time of Signing of Contract.	

Section III. Instructions to Bidders (ITB)

Introduction

ITB1. Definitions	1.1. Unless otherwise stated, throughout this bidding document “Definitions” shall be as prescribed in General Conditions of Contract.
ITB2. Procuring Agency	2.1. State Bank of Pakistan, having its principal place of business at I.I. Chundrigar Road, Karachi, which terms, wherever the context permits shall be deemed to include its subsidiaries hereinafter interchangeably called “Procuring Agency” intends to apply its funds under the contract for which this Invitation to Bids is issued Identification No and Title of Contract: [stated in BDS]
ITB3. Eligible Bidders	<p>3.1. All national firms duly registered with relevant tax and other authorities required under Federal Government’s rules, laws, statutes or relevant instructions; consistent with Public Procurement Rules, 2004 (PPR-2004), or instructions contained in this document and firms from eligible source countries as defined under the rules, laws statutes or relevant instructions of the Federal Government.</p> <p>3.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Procurement of the goods which are to be purchased under this Invitation for Bids.</p> <p>3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Procuring Agency in accordance with Rule 2(1)(f) and 19 of PPR-2004</p> <p>3.4. Bidder who has violated the law of land of any country or stands recorded in any sanction list shall not be eligible to participate in the bidding/procurement process.</p> <p>3.5. Bidders should meet all the eligibility conditions as defined in BDS.</p>
ITB4. Code of Conduct	4.1 It is the Procuring Agency’s policy to require that the Bidders, under Procuring Agency-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows, inter alia, the instructions related to corrupt and fraudulent practices contained in Rule 2(1)(f) PPR-2004 which defines:

"Corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-

- (i) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- (iii) "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- (v) "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract; Under Rule 19 of PPR-2004, "The Procuring Agency can interalia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Public Procurement Regulatory Authority (PPRA). Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of PROCURING AGENCY management:

Nature of Offense/Fault	Means of Verification	Action By Committee
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> Results of Bid/Proposal analysis resulting in substantive evidence of collusion. Actual instance verifiable as per law of land and applicable Rule and Regulations of PROCURING AGENCY 	Blacklisted and cross debarred for the period up to 10 years.

	<ul style="list-style-type: none"> • Cross verification of documentary undertaking submitted by Contractor/Bidder/Service Provider/Consultant. 	
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by Contractor/Bidder/Service Provider/Consultant.	Blacklisted and cross debarred for the period up to 03 years.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross debarred for the period up to 06 months.

- 4.2 However, such barring action shall be undertaken only after affording an adequate opportunity of being heard to the Bidder who is to be barred and blacklisted.
- 4.3 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Procuring Agency unless such receipt is signed by a duly authorized officer of the Procuring Agency and bidder shall be solely responsible for seeing that a proper receipt is provided.
- 4.4 Attention of bidders is drawn to Rule 32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Procuring Agency which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However, in certain conditions Procuring Agency may describe exceptions or preferences consistent with Rule 4 of PPR-2004.
- 4.5 Pursuant to Rule 7 of PPR 2004 bidders shall sign an Integrity pact in accordance with prescribed format attached hereto at Section VI for all the procurements estimated to exceed Rs10.00 million or any other limit prescribed by Procuring Agency.
- 4.6 Procuring Agency's policy requires that successful bidder provide professional, objective, and impartial advice, supplies and services and at all times hold the Procuring Agency's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential

	<p>conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement</p> <p>4.7 Without limitation to the generality of the foregoing, bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>a) A bidder that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. On the other hand, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p> <p>b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.</p> <p>c) A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority of the Procuring Agency.</p> <p>4.8 Bidders shall not recruit or hire any agency or current employees of the Procuring Agency. Recruiting former employees of the Procuring Agency or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Procuring Agency by the Bidders as part of bid.</p>
5	<p>Eligible Goods and Services</p> <p>5.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in this document.</p> <p>5.2 For purposes of this clause, "origin" means the place where the Equipment are mined, grown, or produced, or the place from which</p>

	<p>the related services are supplied. Goods are produced, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>5.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>
6 Cost of Bidding	6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

7 Content of Bidding Documents	<p>7.1 In accordance with Rule 23 of PPRA 2004 the equipment required to be procured, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation to Bids, the bidding documents include:</p> <p>Section I Invitation to Bids (ITBs) Section II Bid Data Sheet (BDS) Section III Instructions to Bidders (ITB) Section IV Evaluation Criteria Section V Technical Specification Section VI Technical Proposal Forms Section VII Financial Proposal Forms Section VIII Form of Contract Agreement Section IX General Conditions of Contract (GCC) Section X Special Conditions of Contract (SCC) Section XI Appendices (Contract)</p> <p>7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> <p>7.3 Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids.</p>
8 Clarification of Bidding Documents	<p>A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by cable (hereinafter, the term cable is deemed to include email, telex and facsimile) at the Procuring Agency's address indicated in BDS 8. The Procuring Agency will respond in writing to any request for clarification of the Bidding Documents.</p>

9	<p>Amendment of Bidding Documents</p> <p>9.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, either at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones; once the bids are opened no amendments can be made in the bidding document.</p> <p>9.2 Any amendment in the required item(s)/specification or in the bid document which will be decided by Procuring Agency after pre bid meeting will be communicated to all the bidders</p>
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C. Preparation of Bids

10	<p>Language of Bid</p> <p>The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency, shall be written in the English language or Urdu (as the case may be).</p>
11	<p>Documents Comprising the Bid</p> <p>11.1 The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13. b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) Documentary evidence established in accordance with ITB Clause 16 that the goods and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and d) Bid security furnished in accordance with ITB Clause 17. <p>11.2 A general description of bid is provided in BDS and Technical Section; however this description is very elemental and Bidders are expected to submit a complete bid on the basis of parameters provided at other relevant sections of ITB.</p>
12	<p>Bid Form</p> <p>The Bidder shall complete and sign the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Services to be supplied, a brief description of the goods, its country of origin, quantity, and prices.</p>
13	<p>Bid Prices & Taxes</p> <p>13.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods/Services proposed to supply under the contract</p>

	<p>13.1.1 Goods supplied from outside Pakistan:</p> <p>Unless otherwise specified in the BDS, the prices shall be quoted on a Delivered Duty Paid (DDP) basis, inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.</p> <p>13.1.2 Locally supplied Goods:</p> <p>Unit prices of Goods offered from within Pakistan, shall be quoted on an EXW (ex-factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods</p> <p>13.2 The terms DDP and EXW, shall be governed by the rules prescribed in the current edition of Inco terms published by the International Chamber of Commerce, Paris. All duties, taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.</p> <p>13.3 The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered. For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Breakdown of the Contract Price.</p> <p>13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.</p> <p>13.5 Bids are required to be inclusive of all admissible/applicable taxes and duties (applicable at the time of bid submission).</p> <p>13.6 The bids will be subject to all admissible Federal & Provincial taxes and duties on supplies & services etc. unless exempted by relevant tax authority for which bidders will be required to provide necessary documentation regarding tax exemption from relevant tax authorities under the applicable laws.</p> <p>13.7 Procuring Agency assumes no responsibility whatsoever to undertake tax exemption cases on behalf of bidder.</p> <p>13.8 Whenever applicable, it is the responsibility of the bidders, before completing bids, to contact the relevant tax authorities to determine the tax amount to be paid by the bidders under the Contract.</p> <p>13.9 The Bidder and their employees shall be responsible for payment of all their income tax and other taxes, on income arising out of the Contract as per final tax liability assessed by tax authorities under the applicable laws.</p>
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		<p>13.10 Federal and Provincial taxes shall be deducted at the prevailing tax rate at the time of making payments to Service Provider as per applicable laws.</p> <p>13.11 If a bidder submits a bid exclusive of taxes it will be considered only after addition/incorporation of all applicable taxes, the amount stated in the 'Bid Form' & 'Price Schedule' will be adjusted accordingly.</p> <p>13.12 If a bidder submits a bid inclusive of non-applicable/admissible taxes, the amount stated in the 'Bid Form' & 'Price Schedule' will be adjusted accordingly.</p>
14	Bid Currencies	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
15	Documents Establishing Bidder's Eligibility and Qualification	<p>15.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.</p> <p>15.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:</p> <p>15.3.1 that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the equipment in the Islamic Republic of Pakistan;</p> <p>15.3.2 that the Bidder has the financial, technical, and production capability necessary to perform the contract;</p> <p>15.3.3 that, in the case of a Bidder not doing business within the Islamic Republic of Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Service Provider's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>15.3.4 that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
16	Documents Establishing Eligibility and Conformity to	<p>16.1 Pursuant to ITB Clause 15, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p>

Bidding Documents	<p>16.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>16.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the equipment by the Procuring Agency; and c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. d) generally, for IT procurements and whenever applicable for any other procurements of goods, the bidder will assure on behalf of principal manufacturer that the goods supplied are not under any "End-of-Life" or "End-of-Sale" consideration by the manufacturer or principal and the bidder will submit from the principal an assurance on the continuity of warranty and after warranty support for minimum of 7 years from the date of purchase of the goods. Where specialist hardware and third party software is required, bidders should comment on how the continuity of service is ensured in the event of: <ul style="list-style-type: none"> i. Obsolescence of hardware items or any of the component parts ii. Unavailability of hardware iii. Unavailability of second or third level support services from developers of third party software items. iv. The bidder will provide product registration through Internet/website of the manufacturer to confirm the accessibility of relevant information and technical assistance directly from the principal or manufacturer if needed <p>16.4 For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its</p>
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	bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
17 Bid Security	<p>17.1 The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:</p> <ul style="list-style-type: none"> a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank in Pakistan approved by Procuring Agency; b) be substantially in accordance with one of the forms of bid security included in Section VI or other form approved by the Procuring Agency prior to bid submission; c) be payable promptly upon written demand by the Procuring Agency; d) be submitted in its original form; copies will not be accepted; e) remain valid for a period of at least twenty eight days (28) beyond the original validity period of bids, or at least twenty eight days (28) beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 18.2. <p>17.2 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency pursuant to ITB Clause 18.</p> <p>17.3 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the Performance Guarantee, pursuant to ITB Clause 36.</p> <p>17.4 The bid security may be forfeited:</p> <ul style="list-style-type: none"> a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) If items specified in technical specifications are quoted as options (if allowed), the cost of same would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates. c) in the case of a successful Bidder, if the Bidder fails. <ul style="list-style-type: none"> (i) to sign the contract in accordance with ITB Clause 35; or (ii) to furnish Performance Guarantee in accordance with ITB Clause 36.

18	Period of Validity of Bids	<p>18.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 24. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>18.2 In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.</p>
19	Format and Signing of Bid	<p>19.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>19.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un amended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>19.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>

D. Submission of Bids

20	Sealing and Marking of Bids	<p>20.1 The Original Bid shall comprise a single sealed package containing two separate sealed envelopes.</p> <p>20.2 Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold letters.</p> <p>20.3 The outer envelope shall be addressed to the Procuring Agency at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE [time and date]. The content of the technical and financial proposals are mentioned in BDS.</p>
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		20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.1, the Procuring Agency will assume no responsibility for the bid's misplacement or premature opening.
21	Deadline for Submission of Bids	<p>21.1 Bids must be received by the Procuring Agency at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.</p> <p>21.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
22	Late Bids	Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.
23	Modification and Withdrawal of Bids	<p>23.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.</p> <p>23.2 No bid may be modified after the deadline for submission of bids.</p> <p>23.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.</p>

E. Opening and Evaluation of Bids

24	Opening of Bids by the Procuring Agency	<p>24.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>24.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 22.</p>
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25	Clarification of Bids	During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
26	Preliminary Evaluation	<p data-bbox="501 434 1461 719">26.1 The Procuring Agency will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/bid security have been furnished; whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed bid form (Form T1) and whether Bidder has qualified for the minimum eligibility/qualification criteria as stated in Bidders Eligibility Criteria (Form T3) of Section VI.</p> <p data-bbox="501 757 1461 1122">26.2 Arithmetical errors will be rectified on these basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy in quantities between bid and the quantities stated at Price Schedule as per Form F2 Section VII hereto, the quantities at Price Schedule will prevail. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p> <p data-bbox="501 1160 1461 1301">26.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p data-bbox="501 1339 1461 1921">26.4 Prior to the detailed evaluation, the Procuring Agency will determine whether each bid is of acceptable quality, complete, and substantially responsive to the Bidding Documents. For this purpose, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the offered product; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Procuring Agency's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p data-bbox="501 1960 1461 2020">26.5 If a bid is not substantially responsive and meeting the minimum eligibility criteria, it will be rejected by the Procuring Agency and</p>

		<p>may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>26.6 Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will be rejected.</p>
27	Detail Evaluation of Bids	<p>Pursuant to ITB 26 the technical proposals of the only qualified bids after preliminary evaluation shall be evaluated in detail. The Technical Compliance (Form T4) of Section VI and other Commercial Requirements of the bidding documents will be evaluated totally on compliance based method. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the most advantageous bid shall be accepted.</p>
28	Contacting the Procuring Agency	<p>28.1 Subject to ITB Clause 25, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.</p> <p>28.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>

F. Award of Contract

29	Post-qualification	<p>29.1 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.</p> <p>29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Procuring Agency deems necessary and appropriate.</p> <p>29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Agency will proceed to the next most advantageous evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
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30	Award Criteria	Subject to ITB Clause 29, the contract will be awarded to the successful Bidder whose bid has been found technically and financially compliant and has offered the lowest evaluated cost; emerged as most advantageous bid. Provided further that the Bidder is determined to perform the contract satisfactorily.
31	Procuring Agency's Right to Vary Quantities at Time of Award	The Procuring Agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
32	Procuring Agency's Right to Reject All Bids	The Procuring Agency reserves the right to annul the bidding process and reject all bids at any time prior to contract award.
33	Notification of Award	<p>33.1 Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>33.2 The notification of award will constitute the formation of the Contract.</p> <p>33.3 After furnishing the Performance Guarantee by the successful Bidder pursuant to ITB Clause 36, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.</p>
34	Disqualification prior to Contract Signing	34.1 If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 should be met. However after issuance of Notification of Award and prior to entry into force of the procurement contract as per Rule 40 of PPR-2004 if the successful Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004, or any reason that has led to disqualification of the successful Bidder, if the conditions of his qualification are invalidated, the next most advantageous bid will be rendered as responsive if accepting this bid does not conflict with Rule 2(1)(l) of PPR-2004.
35	Signing of Contract	<p>35.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>35.2 Within twenty four (24) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency.</p>

<p>36 Performance Guarantee</p>	<p>36.1 Within twenty-one (21) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee for amount as per the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.</p> <p>36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Agency may give the award to the next most advantageous Bidder or call for new bids.</p>
<p>37 Confidentiality</p>	<p>37.1 Information relating to evaluation of bids and recommendations concerning award of the contract shall not be disclosed by the Procuring Agency to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>37.2 The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent.</p> <p>37.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or contractor, the Procuring Agency may reject its bid and/or terminate the contract.</p>
<p>38 Grievances Redressal</p>	<p>Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to Grievance Redressal Committee of the Procuring Agency as per Rule 48 of PPR-2004.</p> <p>The address of the Procuring Agency:</p> <p>Chairman (Grievance Redressal Committee) SBP Banking Services Corporation 1st Floor, HRMD, BSC House, I.I. Chundrigar Road, Karachi – Pakistan</p> <p>The Address of PPRA to submit a copy of grievance:</p> <p>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p>

39 Overriding Effect of PPR- 2004	Whenever in conflict with these documents the provisions of PPR-2004 shall prevail.
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Section IV. Evaluation Criteria

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

Section V. Technical Requirements

Introduction

State Bank of Pakistan is the Central Bank of the country. SBP has subsidiaries called SBP-BSC (Banking Services Corporation) having at present sixteen branch offices, NIBAF (National Institute of Banking and Finance), DPC (Deposit Protection Corporation) Pakistan and PSPC (Pakistan Security Printing Corporation). Further information about the Bank is available at <http://www.sbp.org.pk>

SBP and its subsidiaries are using Temenos T24 Core Banking System Version R15 TAFC for Banking Operation in various domains. Procuring Agency now intends to:

1. Upgrade existing T24 Core Banking System to its latest release including the latest Application Development Framework (at the time of Award of Contract available from Temenos for implementation to clients) including Database migration to Oracle RDBMS. Provide, Implement and Configure Functionalities, Features and Utilities, that come with the Upgraded version under the license(s) applicable and as per the requirement of Procuring Agency.
2. Subscription and Implementation of Temenos Payment Hub Module
3. License, Maintenance, Technical Support and SLA of Upgraded System and Temenos Payment Hub for 5-Years.

1. Upgrade Services for Existing Temenos System

The requirement is to upgrade predominantly on Like-to-Like basis of existing T24 Core Banking System to its latest release (at the time of Award of Contract available from Temenos for implementation to clients). Where enforced by any upgraded change(s) in the existing system with prior knowledge and approval of the Procuring Agency, can be suggested and implemented. The requirements under this part: Upgrade Services for Existing Temenos System, that Supplier has to fulfill, are described below:

a. Key Functional Requirements

The key requirements are:

- Error free migration of entire systems components including latest Application Framework (TAFC to TAFJ), existing Module(s), Form(s)/Version(s), Report(s), Batches, Customized Code / routines etc.
- All relevant Interface(s) of existing Core Banking System with other SBP's Business Systems to the Transact latest application development technology framework.
- Integration with Trading platforms such as Bloomberg through SBP's Data Acquisition Portal (DAP)
- Upgrade of RTGS Temenos Interface.
- Capability to post SWAP forward-forward deals for FX transaction.
- Support for data extraction in CSV/PDF format for all System Reports.

b. Database Migration

The Key requirements are:

- Implementation of Oracle RDBMS compatible with Temenos Transact latest release and provide recommendation of below features including but not limited to:
 - Complete native high availability
 - Disaster recovery
 - Real-time Database monitoring

- Administration & diagnostic
- Migration of existing Database to the Oracle RDBMS for Production, DR and Archive environments.
- Recommend and Perform necessary configurations to setup Production, DR and Archive environments.
- The number of environments and estimated size of Database for scoping requirements will be provided on request.
- Recommend the number of Oracle database licenses for Production, DR and Archive environments based on the existing transaction volume, number of reports and projected volume over five years.
- The Supplier will assist Procuring Agency Project team to prepare scripts to verify and audit the migrated data; further, data migration shall be carried out on-site using scripts to mask/scramble sensitive data.

c. Infrastructure Design, Deployment and Configuration

The Supplier will recommend Infrastructure design, necessary configurations and provide required Technical Support setup for new systems with following key features to Procuring Agency:

- Multi-Tier Segmented Network Design for Transact.
- Multi-tier architecture for API based interfacing with Domestic (Internal and External) Payment Systems.
- High Available, Fault Tolerant design both at application and database level without requiring any downtime for patching or any other critical update.
- High performance and scalable configurations capable of both horizontal and vertical scaling.
- Disaster Recovery to meet Procuring Agency's RTO (Within 4-Hours) and RPO (Near Zero Data Loss) requirements.
- Compatible with existing Chromium (Microsoft Edge or Google Chrome) web browsers.
- Compatible with CIS compliant latest Red Hat Enterprise Linux (RHEL); or Oracle Enterprise Linux (OEL) operating system.
- Application Dash-Boarding and Reporting.
- Whenever required, support in configuration and Integration with IT Infra and Security Systems like:
 - Enterprise Backup & Recovery Solution
 - Enterprise monitoring system
 - Antimalware / EDR solution
 - FIM (File Integrity Monitoring) system
 - SIEM (Security Information and Event Management)
 - PAM (Privilege Access Management) System

The Procuring Agency will setup and provide required IT Infrastructure (servers, storage, network and operating system) as per the mutually agreed design and recommendations of the Supplier.

Sizing and design for the IT Infrastructure should include the existing transaction volume, projected volume over next five years as well implementation of Temenos Payment Hub.

Further, information required by the Supplier to perform the hardware sizing will be provided on request.

The Supplier will submit IT Infrastructure compute (CPU, Memory, Storage and Network Bandwidth) sizing, Design, Deployment and Configuration documents for Procuring Agency's review and feedback.

The Procuring Agency will complete the review and approval of above documents within four weeks from date of submission by the Supplier.

d. Security Requirements

The Key requirements to provide and configure required tools are:

- All access to the Web Based User Interfaces or API based Application and Database access to the system will be encrypted using SSL / TLS – The minimum supported version should be TLS v1.2 and TLS v1.3.
- Secure (Digitally Signed) interface support for integration with existing Procuring Agency enterprise Systems as well as System mentioned in Sub-section 2.a (Functional Requirements TPH).
- API authentication techniques should support latest schemes like OAuth or JWT etc.
- Support for Digital Signature for Application users.
- Activity, Events, Incident and Transactional logging and trails for Auditing for each activity performed at the Application and Database level.
- For Application and Database related security events, the Bidder must confirm that security events are generated and pushed to SIEM solution in following scenarios where applicable in the application.
 - a) Privileged user activity
 - i. Login or Logoff by Admin user
 - ii. Any user management related functions (User creation, modification, updating and deletion)
 - iii. Creation/assignment and revocation of user's roles
 - iv. Enable/disable users
 - v. User lockout
 - vi. Group creation/updating or removal (if applicable)
 - vii. Role management (creation, modification, assignment or revocation, deletion)
 - b) Non-Admin user activity
 - i. Any data update operations carried out on system
 - ii. Any financial or securities related transaction execution on system
 - c) Application Critical Services Start/Stop logs
 - d) Any DDL, DML operations at Database level
- Symmetric and Asymmetric Encryption support.
- Infrastructure components (OS, DB, web servers) should meet baseline security configuration in accordance with relevant CIS benchmarks where applicable. If CIS benchmark for the component is not available, then OM provided baseline security recommendations should be implemented during installation of the solution.
- Support for integrating third party Multi-Factor Authentication for users authentication
- Fixing vulnerabilities identified in Security Assessment.
- Integration with Bank's Existing Microsoft Active Directory.
- Secure access to System administration, Configuration and management
- The Procuring agency has in place licensed Anti-malware and EDR solution on all of its Red Hat Enterprise Linux and Windows servers. The Bidder is expected to confirm that their provided solution will work with this requirement and will provide necessary technical support for installation of this licensed software.

2. Subscription and Implementation of Temenos Payment Hub Module

Procuring Agency intends to extend the functionality of upgraded Core Banking System by acquiring and implementing Temenos Payment Hub (TPH) as an integrated module. Transact will be used for transaction processing and General Ledger.

All OM documents for TPH Subscription will become an annexure to this contract signed with the successful Bidder.

The implementation is targeted to be planned in two phases:

- i. Integration with Swift System in Procuring Agency
- ii. Integration with Domestic Payment System(s)

The Procuring Agency targets the LIVE operation of the Integration with SWIFT with TRANSACT Go-LIVE.

a. Functional Requirements

The Key functional requirements are:

- Instant, Batch and Scheduled Payments processing
- Omni channel support
- Generic workflows and rules
- Real-time Accounting and status
- Application Dash-Boarding and Reporting
- Exceptions Handling and Auto-Correction functionality
- Integrate with Domestic Systems such as (RAAST, RTGS, DAP, Oracle Applications, 1-Link, PRAL, IRIS and WeBOC)
- Interfacing with ATS, once implemented by Procuring Agency
- Integrate with International Systems like SWIFT:
 - ISO20022 complaint messages support and integration with existing or TEMENOS Transact new modules
 - The ISO20022 SWIFT complaint messages should base on the XMLv2 revision 3 format

b. Technical Requirements

- Conducting a detailed requirement analysis, prepare Technical design specifications & network design.
- A comprehensive set of standard APIs for integration with other systems
- The platform must be able to customize to meet the specific needs of the Procuring Agency.
- For Transact SWIFT, interface implementation of Local Authentication (LAU) feature is required.
- Future Value Date payments option for international payments transactions.
- BIC update option for Customers based on effective date for existing and Future dated.
- License / Subscription as applicable to support;
 - Up to 100,000 transactions per annum for International payments through SWIFT
 - Up to 2,000,000 transactions per annum for Domestic payments.

c. Security Requirements

- The security mechanism will follow the underlying Transact Core Banking System's Security.
- All access to the Web Based User Interfaces or API based Application and Database access to the system will be encrypted using SSL / TLS – The minimum supported version should be TLS v1.2 and TLS v1.3.
- Secure (Digitally Signed) interface support for integration with existing Procuring Agency enterprise Systems as well as System mentioned in Sub-section 2.a (Functional Requirements TPH).
- API authentication techniques should support latest schemes like OAuth or JWT etc.
- Support for Digital Signature for Application users.
- Activity, Events, Incident and Transactional logging and trails for Auditing for each activity performed at the Application and Database level.
- For Application and Database related security events, the Bidder must confirm that security events are generated and pushed to SIEM solution in following scenarios where applicable in the application.
 - a) Privileged user activity
 - i. Login or Logoff by Admin user
 - ii. Any user management related functions (User creation, modification, updating and deletion)
 - iii. Creation/assignment and revocation of users
 - iv. Enable/disable users
 - v. User lockout
 - vi. Group creation/updating or removal (if applicable)
 - vii. Role management (creation, modification, assignment or revocation, deletion)
 - b) Non-Admin user activity
 - i. Any data update operations carried out on system
 - ii. Any financial or securities related transaction execution on system
 - c) Application Critical Services Start/Stop logs
 - d) Any DDL, DML operations at Database level
- Symmetric and Asymmetric Encryption support.
- Infrastructure components (OS, DB, web servers) should meet baseline security configuration in accordance with relevant CIS benchmarks where applicable. If CIS benchmark for the component is not available, then OM provided baseline security recommendations should be implemented during installation of the solution.
- Technical Support for integrating third party Multi-Factor Authentication for users authentication
- Fixing vulnerabilities identified in Security Assessment.
- Integration with Bank's Existing Microsoft Active Directory.
- Secure access to System administration, Configuration and management
- The Procuring agency has in place licensed Anti-malware and EDR solution on all of its Red Hat Enterprise Linux and Windows servers. The Bidder is expected to confirm that their provided solution will work with this requirement and will provide necessary technical support for installation of this licensed software.

3. Renewal, Maintenance, Technical Support and SLA

This covers 02 (two) parts:

- a) Local Support and service level agreement with the Supplier for a period of 5 years applicable from successful completion of Post Live Support of Part-I.

- b) License Maintenance and back-end OM/Principle support applicable from 1st July 2024 for the period of 5 years.

a. Local Support and Service Level Agreement

The successful Supplier shall be responsible to provide Maintenance and Technical Support services which include:

- Complaints handling to ensure availability of the system
- Patch, Repair or Fix the component(s)
- Fixing Security Vulnerabilities identified during regular Vulnerability Scan
- The severity and impact criteria mentioned below are indicative; any situation not documented here will be addressed based on the similarity of severity and impact.

Severity	Red	Yellow	Green
Impact	- The whole or major business is down, interrupted or severely impacted	- Some of the system components are down or malfunctioning due to which one or more business domains are significantly impacted	- The business is not significantly affected, however, requiring some development/maintenance/guidance efforts
Criteria	- The Production and Backup systems are down affecting business. - Major solution components are inoperative - System performance has severely degraded	- Either of the Production or Backup systems is down - Sub-system(s) or some of its components(s) is/are down. - Technical issues are being faced causing interruptions to the operations or any failure in its functionality due any suspected software failure/fault	- The system is available however; performance tuning, software patch installation or software update or version upgrade is required during a planned activity. - Operational performance of the appliance / system is facing error(s), while the operations remain functional.
Response Time	- Within 30 minutes	- Within 2 hour	- Next Business day
Resolution Time	- Within (01) business hours	- Within (04) business hours	- Within (96) business hours
Action	- Immediate availability of onsite expert for	- On-Site Technical Expert Support on Call Basis.	- Technical Support on Call Basis or

	resumption of Business operations within three hours - Troubleshoot, Rectify, Repair, Replace, Re-install, Re-configure and Re-deploy component (s) to ensure error free resumption of business operations within resolution time - Escalation by Supplier to OM/Principal for immediate technical support from OM via email, internet or phone.	- Troubleshoot, Rectify, Repair, Replace, Re-install, Re-configure and Re-deploy component (s) to ensure resumption of business operations within specified hours as per requirement - Escalation to OM for immediate technical support from OM via email, internet or phone as per requirement	On-Site as per requirements. - Technical assistance from OM via internet or phone as per requirements. - Firmware/software patches updates and upgrades. - Information or assistance (as required) from the supplier/manufacturer of product capabilities, installation, or configuration
Support Coverage	- 24 x 7	- During business days or otherwise notified by the Government of Pakistan or Procuring Agency on special occasions.	- During business days.

b. Temenos (OM) Licenses Renewal with Support

This includes:

- License maintenance and back-end OM/Principle support applicable from 1st July 2024 to 30th June 2029 for a period of 05 years. For which the contract provided by OM will become an annexure to this Contract signed with successful Bidder.
- Recurring Software maintenance licenses Code from OM/Principal to ensure continuity of operations
- Standard Technical Support for Core System (including TPH) on as and when basis from OM/Principal
- Free of Cost availability of updates, patches and supply of Software release(s)
- Access to Temenos knowledgebase.

Project management Methodology

A. Project Management & Supplier's Team Requirements

The project will be governed under a formal structure as described below

The Procuring Agency and Supplier must maintain a team of the following roles and skill levels during the project implementation:

Project Governance

The Supplier will assign senior representative(s) (whose profile will be shared with Procuring Agency in advance for its concurrence) each from its own firm as well as from the Principal i.e. Temenos who will be member of the Project Steering Committee, which will oversee the implementation of the Project to be chaired by Senior Representatives from Procuring Agency. The Supplier shall ensure resolution of project implementation obstacles in coordination backed by Temenos Assurance and Support.

Project Manager

The Supplier will depute a Project Manager having at least eight years of relevant experience in Temenos Implementation or Upgrade of Core Banking System who shall supervise/ steer the project and ensure its successful implementation and operations as per the technical specifications and project timelines. The Project Manager and his team shall be dedicatedly available on-site and involved from the time of signing of contract up to the Operational Acceptance.

The PM will be certified on Temenos Core Banking and Temenos Payment Hub Products, if one person does not bear the two certifications, and then the supplier will assign two individuals.

The Procuring Agency will also appoint Project Manager that along with Supplier's Project Manager will be responsible for ensuring the successful and full discharge of their respective parties' obligations under this contract. The both Project Managers will work closely together at all stages of the implementation.

The Supplier's Project Manager will provide Project Charter - developed with the consent of Project team of the Procuring Agency - including applications and database migrating methodology (both production and archive environment), milestones and deadlines for the implementation of the Core Banking Upgrade along with the TPH Implementation. A detailed schedule covering Upgrade (Technical, Functional and Architectural), Installation, Interfaces, Performance testing, Acceptance testing, Training and delivery including a graphical representation of task duration and interdependencies (e.g., a GANTT or PERT chart) will be part of the project Charter.

The Supplier will provide the Project charter including but not limited to project goals, objectives and resource requirements, communication plan, risk plan, issue resolution plan, etc., structure, competencies, roles and responsibilities of the proposed project team.

All OM's relevant documents about licensing, Subscription and Support shall become part as an annexure of this Contract signed with successful bidder.

Technical Team

The project team should at least include key specialists and alternates for following positions:

- Technical Software/Application Specialists

- Business Functional Specialists
- Systems integrators (API Specialists)
- Trainers for training of technical and end-users.
- Database Administrator(s)
- Security Specialist(s) for Application, Database, Servers, Network and Operating Systems.

Each key specialist should have at least five years of relevant experience of working on similar project related to Temenos Products with relevant certifications from Temenos. The profiles of Project Team will be shared by the Supplier with the Procuring Agency and with their consent the Project team of the Supplier will be finalized. It is required that the Supplier's project team, particularly the key specialists, will be assigned to this project throughout its duration. If any of these persons become unavailable for the project for reasons outside the Supplier's control, the Supplier should appoint alternate persons of at least equivalent capability and experience with the approval of the Procuring Agency without any delay. If the Procuring Agency is not satisfied with the quality of resource(s), the Procuring Agency may ask for replacement of any of the Supplier's team member assigned to this project at any time.

The supplier will be required to engage expert resourcing from the OM or Parent organization whenever required during the period of contract for successful implementation and support in resolving issues.

B. Training & Training Materials

The Supplier will provide comprehensive hands on Technical Trainings of Temenos Products for Installation, Administration, Configuration, Security, Troubleshooting, Maintenance, Preventive Maintenance, Performance Tuning, EOD, Database and necessary documentation including award of training completion certificates to Procuring Agency staff by Temenos or respective OM certified trainer at their authorized training facility.

The trainer(s) profile and training contents will be shared with Procuring Agency for prior approval.

#		Description	Number of Trainees	No of Days
1		Training should cover:- <ul style="list-style-type: none"> a. Core Banking Application Development b. Core Banking API and Services Development c. Core Banking TPH Development and Configuration for Integration with other Systems 	10	2 weeks
2	Instructor-led	Training should cover:- <ul style="list-style-type: none"> a. Core Banking System Administration b. Database Administration and Management c. Performance Tuning, Backup Management and Disaster Recovery d. Close of Business Management e. Application Server Maintenance and Configuration 	10	2 weeks

C. Testing, Quality Assurance & Mock Runs Requirements

The Supplier (with the assistance of the Procuring Agency) will perform the following tests onsite to meet all the requirements preferably in two parallel track for Transact and TPH.

- Pre Commissioning unit testing will be performed for upgraded system and TPH before formal UAT that covers all aspects of the product, such as user interfaces, product parameters, product functionality work flows, and anything that comprehensively effects the functionality of the product
- Pre Commissioning UATs for upgraded system and TPH will be performed. The end users will verify all the functions of the system including interfaces against the test scripts provided by the Procuring Agency. The Supplier will provide standard format on which test scripts will be prepared and will assist Procuring Agency team to prepare them.
- Pre Commissioning Quality Assurance for upgraded system and TPH will be performed by the Procuring Agency and Supplier will address identified gaps.
- Pre Commissioning Vulnerability scanning for upgraded system and TPH will be performed by the Procuring Agency and Supplier will address identified vulnerabilities.
- Pre Commissioning failover test will be performed where all components at Primary site will become unavailable and DR site will be tested.
- The Supplier will provide the user acceptance-testing plan. The Supplier's UAT test plan will include the processes of issue classification, prioritization, and resolution.
- Training of the acceptance team will be carried out prior to UAT. The success criteria need to be provided, defined, and agreed upon for each UAT test, cycle, or UAT bed.
- At the end of each successful test, the Procuring Agency's Project Manager will provide to the Supplier either a formal communication of acceptance, otherwise will issue a statement specifying which obligations have not been met and should be met before acceptance can be granted.
- Both the Procuring Agency's and Supplier's Project Managers will decide about the rating of incidences raised during acceptance testing for upgraded system and TPH. Issues identified during UAT are required to be closed prior to UAT sign off.
- The Procuring Agency may agree to defer addressing some issues to post rollout of the system and to give a conditional UAT sign off.
- Procuring Agency will perform at least two mock runs of upgraded system and issues identified by the Procuring Agency will have to be addressed by the Supplier. The subsequent mock run(s) - if required- will be performed with mutual understanding of the Supplier and the Procuring Agency depending upon the number and severity of issues of mock run(s).
- A rollback/ fallback plan should be in place (appropriately discussed and agreed by the Procuring Agency) before Go Live; in case, any critical issues are faced during the GO Live stage.
- Provide detailed acceptance test plan, including identification of the systems to be tested, specific tests and processes to be performed, standard test scripts, regression testing, performance testing, penetration tests and the respective testing schedules.
- Final security assessment of the Production/Live ready systems which includes Vulnerability and Configurations Assessments, and Penetration Testing of the systems would be carried out by Procuring Agency's external consultant... The supplier will mitigated/remediated identified vulnerabilities/weaknesses in the target systems / applications/databases.

D. Live Operations

Subsequent to successful completion of UAT(s), System Integration acceptance, mock runs, compliance of security observations & vulnerabilities and acceptance of Procuring Agency, the date of LIVE operations for upgraded system and TPH will mutually be decided by Procuring Agency and

Supplier keeping constraints in view of the critical days of operations, number and severity of UAT/SIT issues, security observations & vulnerabilities.

The Supplier shall be responsible for installation and necessary configurations of the system at Primary and DR sites. The Procuring Agency team will perform the function under supervision of Supplier's team.

The Procuring Agency will run at least one day live operations from DR site during the post live operations. The Supplier will provide full support for these operations, to ensure successful DR testing.

E. Post Live Support

The Supplier will provide support for production system as per the following arrangement and will ensure that sufficient resources will be available to manage the critical issues as rated by the Procuring Agency:

- Part – I: For 30 Days onsite after Transact Go-LIVE and TPH SWIFT Integration
- Part – II: For 30 Days onsite after Go-LIVE of TPH Domestic implementation

The Supplier will be responsible to resolve the issues identified during the Post-Live period with the acceptable Application Availability and Response Time.

F. Operational Acceptance

Operational Acceptance Certificate will be issued after successful completion of the Post Live Support for Part – I & II, by the Procuring Agency.

G. Documentation Requirements

The Supplier will provide artifacts, documents, manuals, catalogues and other necessary documents related to administration of the system, database and Infrastructure design and implementation. All artifacts, documents, manuals, catalogues and information furnished by the Supplier shall become the property of the Procuring Agency.

The Supplier will provide the below mentioned documentation adhering to best practices and industry standards. The supplier will obtain sign-off from the Bank for all the documents submitted and shall make necessary changes as per the customizations done (if any), as well as the changes recommended by the Bank before submitting the final version of the documents.

- User Training Kit
- Solution Architecture Document
- Requirements Analysis document
- Functional specifications document
- Technical specifications document
- Interface specifications document High Level Design Document
- Database Design Document
- System Administration Document
- System Configuration and Parameter Document
- System Maintenance Document
- Data Maintenance Document and Archival Document
- Test strategy and test cases – Unit Testing & System and Integration Testing
- User Manuals

H. Escrow (Core + Customized) Requirements

The custom code after Go-Live will be handed-over to Procuring Agency and will remain intellectual property of Procuring Agency. For the code of Core System components including TPH, the Supplier and OM will be responsible to provide necessary support and coordination for Escrow arrangement when Procuring Agency will enter into any such agreement.

Section VI. Technical Proposal Forms

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

Form T1 Bid Form

Date: _____
 ITB No: GSD (PROC-I)/002786/Services/CB/2024
 Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
 Bidder: _____

To:

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

Dear Sir:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank as per BDS 25 Performance Guarantee or SCC 2 of the contract for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this Bid for a period of **140 days** from the date fixed for Bid opening under Clause 24 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2024

[Seal & signature] [in the capacity of]

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

Form T2 Bidder's Representative

ITB No: GSD (PROC-I)/002786/Services/CB/2024
Title: Upgrade Services of Core Banking Application with Implementation of
Payment Hub, Maintenance & Technical Support
Bidder: _____

Bidder's Authorized Representative for this bid is:

Name: _____
Designation: _____
Specimen
Signature: _____

Cell: _____
Land Line: _____
Email: _____
Postal Address: _____

Seal & Signature of Bidder: _____

Date: _____

Form T3 Bidders Eligibility/Qualification Criteria

ITB No: GSD (PROC-I)/002786/Services/CB/2024
 Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
 Bidder: _____

#	Eligibility / Qualification Criteria	Means of Verification	Reference in Bid	Bidder's Assessment (Y/N)
a.	Bidder must be an Original Manufacturer (OM) / Principal Software Firm (PSF) or Authorized Partner of the OM / PSF;	In case of authorized Partner of the OM / PSF, the OM / PSF Letter / Web reference as proof of being a valid authorized Partner is required		
b.	Bidder must be authorized by their OM / PSF specifically for this procurement;	In case of authorized Partner, OM / PSF authorization Letter is required.		
c.	Bidder must have experience of at least 02 (Two) similar upgrade projects at verifiable organizations during last 05 (Five) years;	Provide documentary evidence: Copy of Purchase Orders / Contract Agreements / Customer's Reference Letter Please attach a list of similar assignments at Annex-1 to Form T3 <i>Note: Documentary evidence related to required experience of the parent / acquired firm(s) shall also be considered.</i>		
d.	Bidder must have at least 10 (Ten) OM / PSF Certified Technical/Functional Resources with minimum experience of 05 (Five) years for quoted Core Banking Application;	Provide OM / PSF Certificates or Letter for 10 (Ten) Technical/Functional Resources. 05 (five) years' Experience Certificates / Letter for the Temenos Core Banking Application. Please attach a list of Resources at Annex-1 to Form T3		
e.	Bidder must have verifiable service/support office in Pakistan;	Provide Office Address and Contact Details		
f.	Bidder must have positive net worth as per last audited financial statement;	Attach Last Audited Financial Statement or Consolidated Financial Statement of the Bidder/Group /Parent Company.		
g.	Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR.	Attach copies of valid NTN certificate, GST certificate and FBR Active tax payer list status		
h.	Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s).	Provide affidavit as per Form T8		

Seal & Signature of Bidder: _____

Date: _____

Annex-1 to Form T3**Experience of Similar Assignment**

#	Assignment / Product Description	Implementation Period /Time	Company / Name of Customer	Contact Person Name / Contact Details
1.				
2.				
3.				
4.				
5.				

Please attach copies of work/Purchase orders, contract or customer reference letter/email or any other reference document that can substantially prove the above.

Details of OM/PSF Certified Resources

#	Resource Name	Profile /Experience Details	Resume / Certificate / Letter
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Form T4 Technical Compliance

ITB No: GSD (PROC-I)/002786/Services/CB/2024

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

Bidder: _____

Please write Yes / No in the blank space against each specification of line items, which your service/product contains, and in case of any difference please elaborate equivalence.

#	Requirement	Bidder's Confirmation (Y/N)	Reference in Bid
Upgrade to TRANSACT			
1	Like-to-Like migration of entire systems components including Application Framework (TAFC to TAFJ), all existing Modules, Forms/Versions, Reports, Batches, Customized Development and relevant interfaces of existing Core Banking System with other Business Systems to the Transact latest application development technology framework.		
2	Integration with Trading platforms such as Bloomberg through Data Acquisition Portal (DAP)		
3	Upgrade of RTGS Temenos Interface.		
4	Capability to post SWAP forward-forward deals for FX transaction		
5	Support for data extraction in CSV/PDF format for all System Reports.		
Upgrade to TRANSACT - DB Migration to RDBMS			
6	Implementation of RDBMS to Production, DR and Non-Production environment (Archive) and provide recommendation of below features including but not limited to <ul style="list-style-type: none"> • complete native high availability • Disaster recovery • Real-time Database monitoring • Administration & diagnostic 		
7	Recommend the number of Oracle database licenses for Production, DR and Archive environments based on the existing transaction volume, number of reports and projected volume over five years.		
8	Migration of existing Database to the Oracle RDBMS for Production, DR and Archive environments.		
9	Recommend and Perform necessary configurations to setup Production, DR and Archive environments.		
10	The number of environments and estimated size of Database for scoping requirements will be provided on request.		
11	Assist Procuring Agency Project team to prepare scripts to verify and audit the migrated data; further, data migration shall be carried out on-site using scripts to mask/scramble sensitive data.		
Infrastructure Design, Deployment and Configuration			
12	Multi-Tier Segmented Network Design for Transact. Multi-tier architecture for API based interfacing with Domestic (Internal and External) Payment Systems.		

13	High Available, Fault Tolerant design at both application and database level without requiring any downtime for patching or any other critical update.		
14	High performance and scalable configurations capable of both horizontal and vertical scaling.		
15	Disaster Recovery to meet Procuring Agency's RTO (Within 4-Hours) and RPO (Near Zero Data Loss) requirements.		
16	Compatible with existing Chromium (Microsoft Edge or Google Chrome) web browsers.		
17	Compatible with CIS compliant latest Red Hat Enterprise Linux (RHEL); or Oracle Enterprise Linux (OEL) operating system.		
18	Application Dash-Boarding and Reporting.		
19	Support in configuration and Integration with IT Infra and Security Systems: o Enterprise Backup & Recovery Solution o Enterprise monitoring system o Antimalware / EDR solution o FIM (File Integrity Monitoring) system o SIEM (Security Information and Event Management) o PAM (Privilege Access Management) System		
20	Submission IT Infrastructure compute (CPU, Memory, Storage and Network Bandwidth) sizing, Design, Deployment and Configuration documents for Procuring Agency's review and feedback		
Implementation of Temenos Payment Hub (TPH)			
21	To be implemented as an integrated module of the upgraded version of Core Banking. Transact will used for transaction processing and general ledger.		
22	Instant, Batch and Scheduled Payments processing		
23	Omni channel support		
24	Generic workflows and rules		
25	Real-time Accounting and status		
26	Application Dash-Boarding and Reporting		
27	Exceptions Handling and Auto-Correction functionality		
28	Integrate with Domestic Systems such as (RAAST, RTGS, DAP, Oracle Applications, 1-Link, PRAL, IRIS and WeBOC)		
29	Interfacing with ATS, once implemented by Procuring Agency.		
30	Integrate with International Systems like SWIFT, ISO20022 complaint messages support and integration with existing or TEMENOS Transact new moduleso The ISO20022 SWIFT complaint messages should base on the XMLv2 revision 3 format.		
31	Conducting a detailed requirement analysis and prepare Technical design specifications		
32	A comprehensive set of standard APIs for integration with other systems		
33	The platform must be able to customize to meet the specific needs of the Procuring Agency.		
34	For Transact-SWIFT, interface implementation of Local Authentication (LAU) feature is required.		
35	Future Value Date payments option for international payments transactions.		

36	BIC update option for Customers based on effective date for existing and Future dated.		
Security Requirements - For Transact and TPH			
37	The security mechanism will follow the underlying Transact Core Banking System's Security.		
38	All access to the Web Based User Interfaces or API based Application and Database access to the system will be encrypted using SSL /TLS – The minimum supported version should be TLS v1.2 and TLS v1.3.		
39	Secure (Digitally Signed) interface support for integration with existing Procuring Agency enterprise Systems as well as System mentioned in Sub-section 2.a (Functional Requirements TPH).		
40	API authentication techniques should support latest schemes like OAuth or JWT etc.		
41	Support for Digital Signature for Application user's.		
42	Activity, Events, Incident and Transactional logging and trails for Auditing for each activity performed at the Application and Database level.		
43	For Application and Database related security events, the Bidder must confirm that security events are generated and pushed to SIEM solution in following scenarios where applicable in the application. a) Privileged user activity i. Login or Logoff by Admin user ii. Any user management related functions (User creation, modification, updating and deletion) iii. Creation/assignment and revocation of users iv. Enable/disable users v. User lockout vi. Group creation/updating or removal (if applicable) vii. Role management (creation, modification, assignment or revocation, deletion) b) Non-Admin user activity i. Any data update operations carried out on system ii. Any financial or securities related transaction execution on system c) Application Critical Services Start/Stop logs d) Any DDL, DML operations at Database level		
44	Symmetric and Asymmetric Encryption support.		
45	Infrastructure components (OS, DB, web servers) should meet baseline security configuration in accordance with relevant CIS benchmarks where applicable. If CIS benchmark for the component is not available, then OM provided baseline security recommendations should be implemented during installation of the solution.		
46	Support for integrating third party Multi-Factor Authentication for users authentication		
47	Fixing vulnerabilities identified in Security Assessment.		
48	Integration with Bank's Existing Microsoft Active Directory.		
49	Secure access to System administration, Configuration and management		
50	The Procuring agency has in place licensed Anti-malware and EDR solution on all of its Red Hat Enterprise Linux and Windows servers. The Bidder is expected to confirm that their provided solution will work with this requirement and will provide necessary technical support for installation of this licensed software.		

Training			
51	Temenos Application Development Trainings		
52	Temenos System Administration and Database Trainings		
Temenos Payment Hub (TPH) Subscription			
53	Provide and install/Configure TPH at Procuring Agency environment		
Local SLA and Support Services			
54	Local Support and service level agreement with the Supplier for a period of 05 years applicable from successful completion of Post Live Support for Part – I, as per terms & conditions mentioned in Section V: Technical Requirements		
55	Complaints handling to ensure availability of the system		
56	Patch, Repair or Fix the component(s)		
57	Fixing Security Vulnerabilities identified during regular Application Vulnerability Scan		
Temenos Licenses Maintenance and Support Services			
58	License maintenance and back-end OM/Principle support applicable from 1st July 2024 to 30 June 2029 (05 years) as per terms & conditions mentioned in Section V: Technical Requirements		

Seal & Signature of Bidder:

Date:

Form T5 Schedule of Activity

ITB No: GSD (PROC-I)/002786/Services/CB/2024

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

Bidder _____

The period in weeks/months will be counted from the date of Notification of Award to make progress in parallel. All services with ancillary supplies must be on Delivered Duty Paid (DDP) basis, inclusive of all taxes, stamps, duties, levies, fees, inland transportation, insurance, incidental services, installation and integration charges imposed until the delivery location specified in the Implementation Schedule. No separate payment shall be made for the incidental services to delivery of the goods from the port of entry to their final destination i.e. Procuring Agency's Site(s).

#	Description	Quantity	Schedule
A	Upgrade Services with Implementation (Latest available release from Temenos for implementation to clients) <ul style="list-style-type: none"> Technical Upgrade of existing system to latest release User Acceptance Live Operations Post Live Support 	01 x Job	12 Months <i>From the date of Notification of Award</i>
B	Implementation of Temenos Payment Hub (Swift Integration) <ul style="list-style-type: none"> Finalization of scope document of implementation of TPH (Swift Integration) Generation of SWIFT messages and interface of SWIFT with TPH Post Live Support 	01 x Job	12 Months <i>From the date of Notification of Award</i>
	Implementation of Temenos Payment Hub (Local Interfaces Integration) <ul style="list-style-type: none"> Finalization of scope document of implementation of TPH (Local Interfaces Integration) Interface of TPH with other systems of Procuring Agency and domestic system Post Live Support 	01 x Job	16 Months <i>From the date of Notification of Award</i>
C	Training <ul style="list-style-type: none"> Training of 20 Procuring Agency Officials 	20 x Officials	12 Months <i>From the date of Notification of Award (As per agreed schedule by Procuring Agency)</i>
D	Temenos Payment Hub (TPH) License Subscription <ul style="list-style-type: none"> Receipt of Software and Subscription by Procuring Agency Project team 	01 x License	12 Months <i>From the date of Notification of Award</i>
E	Local SLA and Support Services <ul style="list-style-type: none"> Local support services as mentioned in 'Technical Requirements' section. 	01 x Job	5 Years Duration <i>From the date of Successful completion of Post Live Support of Part-I.</i>
F	Temenos (OM) Licenses Renewal with Support <ul style="list-style-type: none"> OM backed Licenses with Support services as mentioned in 'Technical Requirements' section. 	01 x Job	5 Years Duration:- <i>From 1st July 2024 to 30th June 2025</i>
			<i>From 1st July 2025 to 30th June 2026</i>
			<i>From 1st July 2026 to 30th June 2027</i>
			<i>From 1st July 2027 to 30th June 2028</i>
			<i>From 1st July 2028 to 30th June 2029</i>

Seal & Signature of Bidder: _____

Date: _____

Form T6 Manufacturer's Authorization Form

ITB No: GSD (PROC-I)/002786/Services/CB/2024
Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

To:

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

Authorization Form. for “Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support”

Dear Sir,

WHEREAS **[name of the OM / Principal Software Firm]** who are established and reputable manufacturers/developers of **[name and/or description of the goods/services]** having **[office address]** do hereby authorize **[name and address of Partner]** to submit the bid, and subsequently sign the Contract with you against ITB No. GSD (PROC-I)/002786/Services/CB/2024 for the goods or services manufactured / developed / delivered by us as mentioned in the bidding documents.

We hereby extend our full support for the offered goods / services by the above firm against this Invitation to Bids as per the Contract.

[signature for and on behalf of Manufacturer]

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

Form T7 Integrity Pact



STATE BANK OF PAKISTAN

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

**Declaration of Fees, Commissions and Brokerage etc
Payable by the Service Provider s of Goods, Services & Works**

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

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

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

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

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

Seal & Signature of Bidder: _____

Date: _____

Form T8 Affidavit for Bidder's Blacklisting Status

Date: _____
 ITB No: GSD (PROC-I)/002786/Services/CB/2024
 Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
 Bidder: _____

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

To:

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

Affidavit for Bidder's Blacklisting Status

Dear Sir,

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

I/We M/s _____ hereby confirm and declare that the goods/services from Indian or Israeli origin or imported from India or Israel will not be provided for Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support vide GSD (PROC-I)/002786/Services/CB/2024

I/We M/s _____ hereby also certify and declare that no backdoor or eavesdropping or remote access mechanism is present for Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support vide GSD (PROC-I)/002786/Services/CB/2024 from India or Israel.

Identification of avenues for unauthorized access / data leakage, detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract may lead to disqualification of bid, and forfeiture of Bid Security and/or Performance Guarantee, cancellation/termination of Contract along with blacklisting of the undersigned entity by SBP Banking Services Corporation.

Seal & Signature of Bidder: _____

Date: _____

Form T9 Bid Security Form (Bank Guarantee)

Date: _____

No. _____

Amount: **PKR 5,000,000/-**Validity: **13-Aug-24**

ITB No: GSD (PROC-I)/002786/Services/CB/2024

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

Bidder: [the Name of Service Provider]

To:,

Director

General Services Department

SBP Banking Services Corporation (HOK)

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

Karachi –Pakistan

Whereas [the Name of Service Provider] (hereinafter called “the Bidder”) has submitted its Bid dated **Tuesday, February 27, 2024** for **Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support** (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [*name of Financial Institution*] of *Pakistan*, having our registered office at [*address of Financial Institution*] (hereinafter called “the Bank”), are bound unto *SBP Banking Services Corporation (SBP BSC)* (hereinafter called “the Procuring Agency”) in the sum stated **PKR 5,000,000/-** for the payment of which sum well and truly to be made to the Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

Name: in the capacity of

Signed

[Signature of the Bank]

Dated on day of 20

Form T10: Declaration for Ultimate Beneficial Owners Information

ITB No: GSD (PROC-I)/002786/Services/CB/2024Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

Bidder: _____

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

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

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

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

1	2	3	4	5	6	7	8
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Name and surname (InBlock Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

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

Name & signature

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

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Section VII. Financial Proposal Forms

Following should be the contents of the **Financial Proposal Envelope**:

1.	Bid Form with Financials	Form F1
2.	Price Schedule	Form F2
3.	Grand Summary Cost Table	Form F3

Form F1 Bid Form with Financials

(Financial Proposal)

Date:	
ITB No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Bidder:	

To:

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

Dear Sir:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank as per BDS 25 Performance Guarantee or SCC 2 of the contract for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this Bid for a period of **140 days** from the date fixed for Bid opening under Clause 24 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2024

[Seal & signature] [in the capacity of]

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

Form F2 Price Schedule

ITB No: GSD (PROC-I)/002786/Services/CB/2024

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

Bidder: _____

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

A. Upgrade Services with Implementation (in PKR)					
Description	Qty	Charges (in PKR)	Tax (in PKR)		Amount (in PKR)
	Q	C	%	Amount (T)	(C + T)
Upgrade of existing system to Temenos latest release	01 Job		13%		
Total Upgrade Services with Implementation Charges with Taxes in PKR (A)					
B. Implementation of Temenos Payment Hub (in PKR)					
Description	Qty	Charges (in PKR)	Tax (in PKR)		Amount (in PKR)
	Q	C	%	Amount (T)	(C + T)
Implementation of Temenos Payment Hub	01 Job		13%		
Total Implementation of Temenos Payment Hub Charges with Taxes in PKR (B)					
C. Training (in PKR)					
Description		Charges (in PKR)	Tax (in PKR)		Amount (in PKR)
		C	%	Amount (T)	(C + T)
Training for 20 Officials			5%		
Total Charges of Training with Taxes in PKR (C)					
D. Local SLA and Support Services (in PKR)					
Description		Charges (in PKR)	Tax (in PKR)		Amount (in PKR)
		C	%	Amount (T)	(C + T)
1 st Year Charges			13%		
2 nd Year Charges			13%		
3 rd Year Charges			13%		
4 th Year Charges			13%		
5 th Year Charges			13%		
Total Local SLA and Support Service Charges with Taxes in PKR (D)					

E. Temenos (OM) Payment Hub (TPH) Subscription (in USD or PKR as applicable)						
Description	Charges (in USD or PKR)		Tax (in USD or PKR)		Amount (in USD or PKR)	
	C		%	Amount (T)	(C + T)	
1 st Year Subscription Charges			18%			
2 nd Year Subscription Charges			18%			
3 rd Year Subscription Charges			18%			
4 th Year Subscription Charges			18%			
5 th Year Subscription Charges			18%			
Total Temenos (OM) Payment Hub (TPH) Subscription Charges with Taxes in PKR/USD (E)						
F. Temenos (OM) Licenses Renewal with Support (in USD or PKR as applicable)						
Description	Period		Cost (in USD or PKR)	Tax (in USD or PKR)		Amount (in USD or PKR)
	From	To	C	%	Amount (T)	(C + T)
1 st Year Charges	01-JUL-2024	30-JUN-2025		13%		
2 nd Year Charges	01-JUL-2025	30-JUN-2026		13%		
3 rd Year Charges	01-JUL-2026	30-JUN-2027		13%		
4 th Year Charges	01-JUL-2027	30-JUN-2028		13%		
5 th Year Charges	01-JUL-2028	30-JUN-2029		13%		
Total Temenos (OM) Licenses Renewal with Support Charges with Taxes in PKR/USD (F)						

Note:

- i. All the quotes must be provided as per format specified above.
- ii. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- iii. Prices should be inclusive of all applicable taxes and duties.
- iv. In case the amount is quoted in Foreign Currency (FCY) for component 'E' and 'F' of above Price Schedule,, the amount payable shall be locked in equivalent PKR at Mark to Market rate (M2M) as notified by State Bank of Pakistan prevailing on the date of delivery/installation/renewal on yearly basis.
- v. Before filling this form, kindly read Technical Specifications in Section V.

Form F3 Grand Summary Cost Table

#	Description	Amount
A	Upgrade Services with Implementation Charges (in PKR)	
B	Implementation of Temenos Payment Hub Charges (in PKR)	
C	Training for 20 Officials (in PKR)	
D	Local SLA and Support Service Charges - 5 Years (in PKR)	
Total Amount in PKR with Taxes (A+B+C+D)		
E	Temenos Payment Hub (TPH) Subscription Charges - 5 Years (in USD / PKR)	
F	Temenos (OM) Licenses Renewal with Support Charges - 5 Years (in USD / PKR)	
Total Amount in PKR / USD with Taxes (E+F)		

Seal & Signature of Bidder:

Date:

Section VIII. Form of Contract

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

THIS Contract made on _____ day of _____ 20__ between **State Bank of Pakistan** (hereinafter called “**the Procuring Agency**”) of the one part and *[the Name of Service Provider]* of **Karachi, Pakistan** (hereinafter called “**the Service Provider**”) of the other part:

WHEREAS the Purchaser invited bids to provide certain Services viz., “**Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support**” (hereinafter called the “Services”);

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. Appendices;
 - Appendix -1 Notification of Award
 - Appendix -2 Acceptance Letter
 - Appendix-3 Service Provider’s Representative
 - Appendix-4 Technical Requirements
 - Appendix-5 Schedule of Activity
 - Appendix-6 Price Schedule
 - Appendix-7 Payment Schedule
 - Appendix-8 Service Provider Account Form (S2)
 - Appendix -9 Performance Guarantee (Bank Guarantee)
 - Appendix -10 Advance Payment Security (Bank Guarantee)
 - Appendix -11 Integrity Pact
 - Appendix - 12 Declaration for Ultimate Beneficial Owners Information
 - Appendix – 13 Sample Forms of the Contract
 - I. Delivery Confirmation Certificate Form
 - II. Installation Certificate Form
 - III. Operational Acceptance Certificate Form
 - Appendix - 14 The Service Provider’s Bid
3. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Procuring Agency shall make payments to the Service Provider in accordance with the provisions of the Contract.

4. This contract can only be amended or extended in writing and upon mutual agreement of both the parties.

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

Sign and seal, (for the Procuring Agency):

Name:

Designation:

Witness 1: _____

Name:

Designation:

Witness 2: _____

Name:

Designation:

Sign and seal, (for the Service Provider):

Name:

Designation:

Witness 1: _____

Name:

Designation:

Witness 2: _____

Name:

Designation:

Section IX. General Conditions of Contract (GCC)

1. Definitions

- 1.1. “The Contract Price” means the total price agreed at the time of signing the contract payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- 1.2. “The Goods” means all of the equipment, machinery, software and/or other materials, which the Service Provider is required to supply to the Procuring Agency under the Contract.
- 1.3. “The Services” means Technical Specifications, Service Level Agreement and Activity Schedule are the required Services listed to be performed by the Service Provider and those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Service Provider covered under the Contract.
- 1.4. “GCC” means the General Conditions of Contract contained in this section.
- 1.5. “SCC” means the Special Conditions of Contract.
- 1.6. “The Procuring Agency” means the State Bank of Pakistan, as named in SCC.
- 1.7. “The Islamic Republic of Pakistan” is the country named in SCC.
- 1.8. “The Service Provider” means the individual, entity or firm supplying of the Services under this Contract.
- 1.9. “The Project Site,” where applicable, means the place or places named in SCC.
- 1.10. “Day” means calendar day.
- 1.11. “The Actual (Adjusted) Contract Price” means the price payable to the Service Provider under the Contract after all the adjustments of quantities, lengths and extent of deliveries after installation and or Acceptance for the full and proper performance of its contractual obligations.
- 1.12. “System” – is the set of all the components of the project.
- 1.13. “Subsystem” – is a subset of the components of the project grouped for a project site(s) or for a particular category/type of supplies.
- 1.14. “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan
- 1.15. “Comparable Experience” means the experience in providing goods comparable to the ones being solicited through this procurement
- 1.16. “Documentary Evidence” means copies of Notification of Award/Contract /Audited Financial Statements Authorization

	<p>Certificate/Curriculum Vitae and or any other documents required to evaluate bid</p> <p>1.17. “Contractor” means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works;</p> <p>1.18. “Bid Data Sheet (BDS)” means such part of the Instructions to Bidders used to reflect specific assignment conditions.</p> <p>1.19. “Day” means calendar day.</p> <p>1.20. “Government” means the Federal Government of Islamic Republic of Pakistan</p> <p>1.21. “ITB” means Instructions to Bidders (Section III of the Bidding Documents) the document which contains all information and instructions for bidders, which bidders need to prepare their bids.</p> <p>1.22. In writing” means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.</p> <p>1.23. “Intellectual Property Rights” means all current and future copyright, patents, trademarks (whether or not registered) or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual and property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.</p> <p>1.24. “Method of Procurement” means bidding method adopted for this procurement under PPR rules 2004. [stated in BDS]</p> <p>1.25. OM is “Original Equipment Manufacturer”</p> <p>1.26. “Bid” means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;</p> <p>1.27. “Bidder” means a person who submits a bid;</p> <p>1.28. “Blacklisted” means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.</p> <p>1.29. “Corrupt and Fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including,-</p> <p>1.29.1. “Coercive Practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the</p>
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	<p>property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>1.29.2. “Collusive Practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</p> <p>1.29.3. “Corrupt Practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>1.29.4. “Fraudulent Practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>1.29.5. “Obstructive Practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;.</p> <p>1.34 “Cross Debarred” means a bidder debarred by any procuring agency shall be considered as debarred by all the procuring agencies.</p>
2.Application	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3.Country of Origin	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government</p> <p>3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Service Provider.</p>
4. Standards	4.1 The Goods and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Procuring Agency	5.1 The Service Provider shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in

	<p>confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.</p> <p>5.3 The Service Provider shall permit the Procuring Agency to inspect the Service Provider accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Service Provider, if so required.</p>
6. Patent Rights	<p>6.1 The Service Provider shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.</p>
7. Performance Guarantee	<p>7.1 Within twenty one (21) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC.</p> <p>7.2 The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.</p> <p>7.3 The Performance Guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be an unconditional bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Islamic Republic of Pakistan, in the form provided in the bidding documents or another form acceptable to the Procuring Agency; or</p> <p>7.4 The Performance Guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p> <p>7.5 No payment shall be made in case of the expiry of Performance Guarantee.</p>
8. Inspections and Tests	<p>8.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. The Procuring Agency shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>8.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Service</p>

	<p>Provider shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.</p> <p>8.3 The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Islamic Republic of Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.</p> <p>8.4 Nothing in GCC Clause 8 shall in any way release the Service Provider from any warranty or other obligations under this Contract.</p> <p>8.5 - Appropriate tests and verifications to ensure the consistency of product with conditions laid down in bidding documents.</p>
9.Packing	<p>9.1 The Service Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
10. Delivery and Documents	<p>10.1 Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Service Provider are specified in SCC.</p>
11. Insurance	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Service Provider's responsibility.</p>
12. Transportation	<p>12.1 The Service Provider is required under the Contract to transport the Goods to a specified place of destination within the Islamic Republic of Pakistan, transport to such place of destination in the Islamic Republic of Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Service Provider, and related costs shall be deemed to have been included in the Contract Price.</p>
13. Incidental Services	<p>13.1 The Service Provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>(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 Service Provider of any warranty obligations under this Contract; and</p> <p>(e) training of the Procuring Agency's personnel, at the Service Provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>13.2 Prices charged by the Service Provider for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Service Provider for similar services.</p>
14.Spare Parts	<p>14.1 The Service Provider should provide any or all of the notifications, and information pertaining to spare parts:</p> <p>(a) such spare parts as the Procuring Agency may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider of any warranty obligations under the Contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15.Warranty	<p>15.1 The Service Provider warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Service Provider, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for period stated in Special Conditions after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract</p> <p>15.3 If the Service Provider determines that the standard warranty as provided by the manufacturer on certain products under this project is beyond 01 year (e.g. 2, 3 or unlimited years), then the Service Provider will clearly identify the respective warranty periods against all such product in its proposal.</p>

	<p>15.4 However, if the Service Provider determines that the standard warranty as provided by the manufacturer on certain products under this project is less than 01 year (e.g. 3 months), then Service Provider will clearly identify the options, services and cost associated in purchasing the extended warranty/maintenance service for up to 01 year on all such products in its proposal.</p> <p>15.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Service Provider under the Contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.</p> <p>16.2 The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Procuring Agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Service Provider.</p> <p>16.4 The currency of payment is Pak. Rupees.</p>
17.Prices	<p>Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p>
18. Change Orders	<p>18.1 The Procuring Agency may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract for the Services to be provided by the Service Provider.</p> <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order.</p>
19. Contract Amendments	<p>Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>

20. Assignment	The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.
21. Subcontracts	<p>21.1 The Service Provider shall notify the Procuring Agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
22. Delays in the Service Provider's Performance	<p>22.1 Delivery of the Goods and performance of Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.</p> <p>22.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Service Provider in the performance of its delivery obligations may render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
23. Liquidated Damages	Subject to GCC Clause 24, if the Service Provider 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 may, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	<p>24.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:</p> <p>(a) if the Service Provider fails to perform the Services or deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22; or</p> <p>(b) if the Service Provider fails to perform any other obligation(s) under the Contract.</p>

	<p>(c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>24.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.</p>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
26. Termination for Convenience	<p>The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.</p>
27. Resolution of Disputes	<p>In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration in accordance with the Arbitration Act, 1940.</p>
28. Governing Language	<p>The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
29. Applicable Law	<p>The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan</p>
30. Notices	<p>30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p>

	30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
31. Taxes and Duties	Service Provider shall be entirely responsible for all taxes, duties, license fees, etc. incurred in execution of this contract.
32. Overriding effect of Public Procurement Rules 2004	In case of conflict or primacy of interpretation the provisions of PPR 2004 shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents
33. Effectiveness of Contract and Commencement of Services	<p>33.1 This Contract shall come into effect on the date the Contract is signed by both the parties or such other date as may be stated in the SCC.</p> <p>33.2 The Service Provider shall start carrying out the Services from the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>33.3 Unless terminated earlier, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it may be liable to pay liquidated damage as per GCC Clause 23. In this case, the Completion Date will be the date of completion of all activities.</p>
34. Independent Contractor Status	<p>The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship.</p> <p>The service provider acknowledges and agrees that the Procuring Agency will not provide the service provider or its personnel with any remuneration, employee benefits, health insurance and that income tax / withholding tax is service provider's responsibility. The service provider shall ensure all applicable laws are strictly followed.</p>
35. Indemnity	The Service Provider agrees to indemnify the Procuring Agency and hold it harmless against any and all liabilities, including judgements and cost of litigation, for anything done or omitted by the Service Provider in the execution of this Contract.
36. Relationship of Parties	Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.

Section X. Special Conditions of Contract (SCC)

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

SCC 1.	Definitions	GCC Clause 1
	1.1. "The Contract" is "Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support"	
	1.2. "The Contract Price" is	
	1.7. "The Procuring Agency" is the State Bank of Pakistan	
	1.9. "The Service Provider" is [the Name of Service Provider]	
SCC 2.	Performance Guarantee	GCC Clause 7.1
	5% Performance Guarantee is required against Upgrade Services with Implementation, Implementation of Temenos Payment Hub (TPH) & Training; which will be returned after the issuance of Operational Acceptance Certificate.	
	5% Performance Guarantee is required on Annual basis against the annual Charges for Local SLA & Support Services, Temenos Payment Hub (TPH) Subscription and Temenos (OM) Licenses Renewal Services with Support during the Contract period.	
	The Performance Guarantees shall be in the form of an unconditional Bank Guarantee enforceable in Pakistan and required at the time of Signing of Contract.	
SCC 3.	Effectiveness of Contract	GCC Clause 33.1
	The date on which this Contract shall come into effect is _____.	
SCC 4.	Commencement of Services	GCC Clause 33.2
	Local SLA and Support Services Commencement Date of Services: _____	
	Temenos (OM) Licenses Renewal with Support Commencement Date of Services: _____	
SCC 5.	Intended Completion Date	GCC Clause 33.3
	Local SLA and Support Services Intended Completion Date: _____	
	Temenos (OM) Licenses Renewal with Support Intended Completion Date: _____	

SCC 6. Payment	GCC 16
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Payments shall be made in Pakistani Rupees (PKR), as follows:

A. Upgradation Services with Implementation Charges:

#	Milestone	Payment
1	Advance Payment (<i>if required by the Supplier, otherwise will be merged with #2 below</i>)	Ten percent (10%) of Upgrade Services with Implementation Charges shall be paid as Advance Payment against equivalent unconditional irrevocable Bank Guarantee enforceable in Pakistan (which will be released after successful Post Live Support).
2	Technical Upgrade of existing system to latest release after complete deployment of upgraded system at Procuring Agency provided environment	Thirty percent (30%) of the Upgradation Services with Implementation Charges
3	User Acceptance Testing (UAT) after completion and signoff of User Accepting Testing	Thirty percent (30%) of the Upgradation Services with Implementation Charges
4	Upon successful Go-Live Operations	Twenty percent (20%) of the Upgradation Services with Implementation Charges
5	Post Live Support (Part-I)	Ten percent (10%) of the Upgradation Services with Implementation Charges

B. Implementation of Temenos Payment Hub (TPH) Charges:

#	Milestone	Payment
1	Finalization of scope document of implementation of TPH	Ten percent (10%) of the Implementation Charges of TPH
2	TPH Go-Live with Interface of SWIFT	Forty percent (40%) of the Implementation Charges of TPH
3	TPH Go-Live with Interface of domestic systems	Forty percent (40%) of the Implementation Charges of TPH
4	Post Live Support (Part-II)	Ten percent (10%) of the Implementation Charges of TPH

C. Training Charges

#	Milestone	Payment
1	After completion of Training of 20 Officials	Hundred percent (100%) of the Training Charges

D. Local SLA and Support Services Charges

#	Milestone	Payment
1	Local SLA and Support Services as per 'Technical Requirements' section.	SLA payments shall be paid in equal installments at the end of each six month period subject to confirmation from Procuring Agency's Technical Team.

E. Temenos Payment Hub (TPH) Subscription Charges

#	Milestone	Payment
1	1 st Year Temenos Payment Hub (TPH) Subscription Charges	1 st Year Temenos Payment Hub (TPH) Subscription Charges shall be paid after 1 st Year successful subscription of Temenos Payment Hub (TPH) and subject to confirmation from Procuring Agency's Technical Team.

2	2 nd Year Temenos Payment Hub (TPH) Subscription Charges	2 nd Year Temenos Payment Hub (TPH) Subscription Charges shall be paid after 2 nd Year successful subscription of Temenos Payment Hub (TPH) and subject to confirmation from Procuring Agency's Technical Team.
3	3 rd Year Temenos Payment Hub (TPH) Subscription Charges	3 rd Year Temenos Payment Hub (TPH) Subscription Charges shall be paid after 3 rd Year successful subscription of Temenos Payment Hub (TPH) and subject to confirmation from Procuring Agency's Technical Team.
4	4 th Year Temenos Payment Hub (TPH) Subscription Charges	4 th Year Temenos Payment Hub (TPH) Subscription Charges shall be paid after 4 th Year successful subscription of Temenos Payment Hub (TPH) and subject to confirmation from Procuring Agency's Technical Team.
5	5 th Year Temenos Payment Hub (TPH) Subscription Charges	5 th Year Temenos Payment Hub (TPH) Subscription Charges shall be paid after 5 th Year successful subscription of Temenos Payment Hub (TPH) and subject to confirmation from Procuring Agency's Technical Team.

Note: In case the amount is quoted in Foreign Currency (FCY) for:

- Temenos Payment Hub (TPH) Subscription, the same shall be locked in equivalent PKR at Mark to Market rate (M2M) as notified by State Bank of Pakistan prevailing on the date of delivery/installation/renewal of TPH Subscription on yearly basis.

F. Temenos (OM) Licenses Renewal with Support

#	Milestone	Payment
1	1 st Year Renewal of Temenos Licenses for the period starting from 1st July 2024 to 30th June 2025 with Support as per 'Technical Requirements' section.	1 st Year payment shall be made after renewal of Temenos (OM) Licenses with Support subject to confirmation from Procuring Agency's Technical Team.
2	2 nd Year Renewal of Temenos Licenses for the period starting from 1st July 2025 to 30th June 2026 with Support as per 'Technical Requirements' section.	2 nd Year payment shall be made after renewal of Temenos (OM) Licenses with Support subject to confirmation from Procuring Agency's Technical Team.
3	3 rd Year Renewal of Temenos Licenses for the period starting from 1st July 2026 to 30th June 2027 with Support as per 'Technical Requirements' section.	3 rd Year payment shall be made after renewal of Temenos (OM) Licenses with Support subject to confirmation from Procuring Agency's Technical Team.
4	4 th Year Renewal of Temenos Licenses for the period starting from 1st July 2027 to 30th June 2028 with Support as per 'Technical Requirements' section.	4 th Year payment shall be made after renewal of Temenos (OM) Licenses with Support subject to confirmation from Procuring Agency's Technical Team.
5	5 th Year Renewal of Temenos Licenses for the period starting from 1st July 2028 to 30th June 2029 with Support as per 'Technical Requirements' section.	5 th Year payment shall be made after renewal of Temenos (OM) Licenses with Support subject to confirmation from Procuring Agency's Technical Team.

Note: In case the amount is quoted in Foreign Currency (FCY) for:

- Temenos (OM) Licenses Renewal, the same shall be locked in equivalent PKR at Mark to Market rate (M2M) as notified by State Bank of Pakistan prevailing on the date of delivery/installation/renewal of Temenos (OM) Licenses Renewal on yearly basis.

SCC 7.	Prices	GCC 17
<p>Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p>		
SCC 8.	Liquidated Damages	GCC Clause 22,23
<p>If the Service Provider fails to Upgrade existing system to Temenos latest release, TPH Subscription, TPH Implementation & Training as per the given timeline specified in ‘Schedule of Activity’ component-wise, the Procuring Agency without prejudice to its other remedies under the Contract may deduct from the invoice payables against relevant component of the Contract, as liquidated damages, a sum equivalent to 0.07 percent from relevant component(s) of the Contract for each week of delay until actual Upgrade of existing system to Temenos latest release, TPH Subscription, TPH Implementation & Training is completed up to a maximum deduction of 10% of the Price of relevant component(s) of the Contract.</p> <p>If the Service Provider fails to provide Local SLA & Support Services and Temenos (OM) Licenses Renewal with Support Services within specified time-period as mentioned in ‘Technical Requirements’, the Procuring Agency may deduct from the invoice payables against the said component(s) as liquidated damages, a sum equivalent to 0.05 percent per day of the Local SLA & Support Services and Temenos (OM) Licenses Renewal with Support Services Charges.</p> <p>After a deduction of 10% of the final Contract Price, the Procuring Agency may consider termination of the contract pursuant to GCC 24.</p> <p>Liquidated Damages will be inapplicable on account of extension ratified by parties under GCC 22.3.</p>		
SCC 9.	Resolution of Disputes	GCC Clause 27
<p>In the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred to arbitration in accordance with Arbitration Act 1940.</p>		
SCC 10.	Notices	GCC Clause 30
<p>Procuring Agency’s address for notice purposes:</p> <p style="padding-left: 40px;">Director ITP&PMD IT Programs & Project Management Department 6th Floor, Main Building State Bank of Pakistan I.I. Chundrigar Road, Karachi</p>		

Section XI. Appendices (Contract)

Appendix -1 Notification of Award

Appendix -2 Acceptance Letter

Appendix-3 Service Provider's Representative

Appendix-4 Technical Requirements

Appendix-5 Schedule of Activity

Appendix-6 Price Schedule

Appendix-7 Payment Schedule

Appendix-8 Service Provider Account Form (S2)

Appendix -9 Performance Guarantee (Bank Guarantee)

Appendix -10 Advance Payment Security (Bank Guarantee)

Appendix -11 Integrity Pact

Appendix - 12 Declaration for Ultimate Beneficial Owners Information

Appendix – 13 Sample Forms of the Contract

I. Delivery Confirmation Certificate Form

II. Installation Certificate Form

III. Operational Acceptance Certificate Form

Appendix - 14 The Service Provider's Bid

Appendix -1 Notification of Award



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

[Ref. No.]

[Date]

ITB No: GSD (PROC-I)/002786/Services/CB/2024

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

To:

[insert: *name and address of Service Provider*]

Notification of Award for “Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support”

Dear Sir or Madam,

It is hereby informed that *[the Name of Service Provider]*’s bid for “*Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support*” has been accepted for a sum of .

Please acknowledge with your Letter of Acceptance.

Yours Sincerely

[Procurement Officer]

Appendix -2 Acceptance Letter

[Ref. No.]

[Date]

ITB No: GSD (PROC-I)/002786/Services/CB/2024

Title: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

To:

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

Letter of Acceptance. for “Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support”

Dear Sir,

We hereby Confirm and Accept the Notification of Award (*Insert Ref. No. of NoA*) for “*Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support*” for a sum of .

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

Yours Sincerely

Name

Designation

[the Name of Service Provider]

Date:

Appendix-3 Service Provider's Representative

No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Service Provider:	<i>[the Name of Service Provider]</i>

Service Provider's appointed Representatives are:

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

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

Appendix-4 Technical Requirements

No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Service Provider:	<i>[the Name of Service Provider]</i>

To be included at the time of signing of contract

Appendix-5 Schedule of Activity

No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Service Provider:	<i>[the Name of Service Provider]</i>

To be included at the time of signing of contract

Appendix-6 Price Schedule

No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Service Provider:	<i>[the Name of Service Provider]</i>

To be included at the time of signing of contract

Appendix-7 Payment Schedule

No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Service Provider:	<i>[the Name of Service Provider]</i>

To be included at the time of signing of contract

Appendix-8 Service Provider Account Form (S2)



STATE BANK OF PAKISTAN
Finance Department
Service Provider Bank Account Details Form

S-2

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

Forwarded By:	Verified By:	Entered By:	Approved By:
Date Creation / Updation Date			

Note:

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



SBP Banking Services Corporation
Service Provider Management Module
Service Provider Creation Form

1.	Service Provider Name		
2.	Service Provider Number		
3.	Complete address of the Service Provider		
4.	Service Provider NTN (9 digits)		
	CNIC No. (15 digit)		
5.	Service Provider Type		
6.	With Holding Tax Rate		
7.	Contact Number	Telephone:	
		Fax Number:	
8.	E-mail address		
9.	Bank Details	Bank Name	
		Branch Name	
		Address	
10.	Branch License Number		
11.	Bank Account Number		
12.	Title of Account		
13.	Account Type		
14.	Branch Code No.		

Appendix -9 Performance Guarantee (Bank Guarantee)

No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Service Provider:	<i>[the Name of Service Provider]</i>

Date: _____

No. _____

Amount: _____

Validity: _____

To:

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

WHEREAS *[the Name of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. **GSD (PROC-I)/002786/Services/CB/2024** *[reference number of the contract]* to “**Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support**” (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Service Provider a guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

Appendix -10 Advance Payment Security (Bank Guarantee)

No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Supplier:	<i>[the Name of Service Provider]</i>

Date: _____

No. _____

Amount: _____

Validity: _____

To:

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

Dear Sir or Madam:

We refer to the Contract (“the Contract”) signed on *[insert: **date**]* between you and *M/s _____* (“the Supplier/Service Provider”) concerning design, supply, installation, and achieving Operational Acceptance of *[Contract Title]*.

Whereas, in accordance with the terms of the said Contract, the Bank has agreed to pay or cause to be paid to the Supplier/Service Provider an Advance Payment in the amount of *[insert: **amount in numbers and words, for each currency of the Advance Payment**]* due to the Supplier/Service Provider.

By this letter we, the undersigned, *[insert: **name of Bank**]*, a bank (or company) organized under the laws of *[insert: **country of Bank**]* and having its registered/principal office at *[insert: **address of Bank**]*, (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier/Service Provider irrevocably guarantee repayment of the said amounts upon the first demand of the Bank without cavil or argument in the event that the Supplier/Service Provider fails to commence or fulfill its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said Advance Payment to the Bank. Provided always that the Bank’s obligation shall be limited to an amount equal to the outstanding balance of the Advance Payment as calculated in accordance with the Special Conditions of Contract for GCC Clause 16.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Supplier/Service Provider until the date upon which the Supplier/Service Provider has fully repaid the amount so advanced to the Bank in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not. Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

For and on behalf of the Bank

Signed:

Date:

in the capacity of: *[insert: **title or other appropriate designation**]*

Common Seal of the Bank

Appendix -11 Integrity Pact



STATE BANK OF PAKISTAN

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

No:	GSD (PROC-I)/002786/Services/CB/2024
Title:	Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support
Service Provider:	<i>[the Name of Service Provider]</i>

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

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

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

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

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

Appendix - 12. Declaration for Ultimate Beneficial Owners Information

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

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

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

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

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other	Number of shares taken by each subscriber (in figures and words)

						thannatural person	
			Total number of shares taken (in figures and words)				

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

Name & signature

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

Appendix – 13 Sample Forms of the Contract

- I. Delivery Confirmation Certificate
- II. Installation Certificate Form
- III. Operational Acceptance Certificate Form

I. Delivery Confirmation Certificate

Date: [insert: date]
 IFB: GSD (PROC-I)/002786/Services/CB/2024
 Contract: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

To:
 [insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between [the Name of Service Provider] and **State Bank of Pakistan Banking Services Pakistan** (hereinafter the Procuring Agency”) dated [insert: date of Contract], relating to the “**Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support**”, we hereby notify you that the Goods (or parts or major component thereof) was deemed to have been delivered as per the technical requirement and specification of the bidding documents/contrcaton the date specified below.

1. Description of the Goods (or relevant or parts or major component thereof): “**Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support**”
2. Date of Delivery/Renewal: [insert: date]

Notwithstanding the above, you are required to complete the outstanding items listed in Contract as soon as practicable. This letter shall not relieve you of your obligation to install, configure, integrate (as applicable) and achieve Operational Acceptance of the entire System (if applicable) in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director ITP&PMD or nominee thereof

II. Installation Certificate Form

Date: [insert: date]
IFB: GSD (PROC-I)/002786/Services/CB/2024
Contract: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

To:
[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between [the Name of Service Provider] and **State Bank of Pakistan Banking Services Corporation** (hereinafter the “Procuring Agency dated [insert: date of Contract], relating to the “**Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support**”, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: “**Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support**”
2. Date of Installation/Renewal: [insert: date]

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director ITP&PMD or nominee thereof

III. Operational Acceptance Certificate Form

Date: [insert: date]
IFB: GSD (PROC-I)/002786/Services/CB/2024
Contract: Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support

To:
[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between **[the Name of Service Provider]** and **State Bank of Pakistan Banking Services Corporation** (hereinafter the “Procuring Agency”) dated [insert: date of Contract], relating to the “**Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support**”, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Agency hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): “**Upgrade Services of Core Banking Application with Implementation of Payment Hub, Maintenance & Technical Support**”

2. Date of Operational Acceptance: [insert: date]

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director ITP&PMD or nominee thereof

Appendix - 14. The Service Provider's Bid
