



**Procurement of Treasury Management
Software & Services
EXIM/PROC/IT-01/2025**

Export-Import Bank of Pakistan (EXIM BANK), established by the Government of Pakistan as the official Export Credit Agency with the objective to promote, expand and provide diversification of the export base of Pakistan and to encourage businesses by providing financial instruments/facilities to work on import substitution products, etc., invites sealed bids through e-Pak Acquisition & Disposal System (E-PADS) <https://eprocure.gov.pk/> from reputable companies/ firms duly registered with tax and other relevant authorities, for Procurement of Treasury Management Software & Services.

1. Local Bidders (firm/company etc.) shall be registered with FBR for the Sales and Income Tax and must be on an Active Taxpayer list (verifiable through ATL).
2. Request for Proposal (RFP) documents, containing detailed terms & conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, evaluation criteria, clarification/rejection of bids, performance guarantee, etc. can be downloaded by the interested bidders from EXIM BANK & E-Pads websites. Prospective bidders may request clarification on any aspect of the bidding documents 'till **10-February-2025**.
3. Bids, prepared in accordance with the instructions provided in the bidding documents and E-pads portal, must be submitted via E-pads on or before **17-February-2025 at 1100 Hrs**. Bids will be opened on the same day at **1130 Hrs**. This notice is also available on E-Pads, PPRA & EXIM Bank websites at <https://eprocure.gov.pk/>, www.eximbank.gov.pk, www.ppra.org.pk.

HEAD OF PROCUREMENT COMMITTEE

EXPORT-IMPORT BANK OF PAKISTAN

Office No. 510-512, 5TH Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad.

Contact No.: +92 51 917 0184

Bidding Document

**Procurement of Treasury Management
Software & Services**



Ref No. EXIM/PROC/IT-01/2025

Bid Submission: [17-Februray-2025] at [11:00 AM]

Bid Opening: [Same Day] at [11:30 AM]

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INSTRUCTIONS TO BIDDERS

The objective of “Instructions to Bidders” is to provide bidders information to submit their bids in response to this bidding document via E-Pad Portal, according to the requirements defined in this bidding document and in the same order/sequence as set forth in this bidding document. Bidders are required to follow the below requirements for their bids:

- 1) Any communication/response to the clarifications shall be shared with such provided contact person(s). EXIM BANK assumes no liability for non-receipt of communication/clarifications for such bidders who do not share the required contact details.
- 2) EXIM BANK will respond by E-Pads if case of any request for clarifications. An SMS/text message or phone call will not be regarded as communication for the purpose of this bidding document and cannot be referred to as such and shall not be deemed legally binding. EXIM BANK foresees that while clarifying a query, a bidder’s identity may need to be disclosed due to the nature of the query, the bidder, in such case, will have no objection to such disclosure by EXIM BANK.
- 3) EXIM BANK may hold a prospective bidders’ clarifications/pre-bid meeting at EXIM BANK Office in Islamabad or any other place in Pakistan or online, as may be decided by EXIM BANK, to which prospective bidders will be invited. Prospective bidders may attend the meeting at their own cost.
- 4) Terms of Reference (TORs) for the subject tender are provided at **Annexure-I**.
- 5) For this Tender, Single Stage – Two Envelope Procedure as per Public Procurement Rules 2004 shall be followed. Bidders are required to submit their technical and financial bids via E-pads.
- 6) All pages of the technical and financial bids must be sequentially numbered. Form of Bid, in technical bid, and Price Schedule, in financial bid, must be stamped & signed by the representative authorized as per clause 6 of the Form of Bid (**Annexure-III**). All other pages of the technical and financial bids must be stamped and initialized by the representative authorized as per clause 6 of the Form of Bid.
- 7) Bidders shall submit a Bid Securing Declaration Form as per format provided at **Annexure-VI**. No bid shall be entertained without the Bid Securing Declaration Form.
- 8) The bidder may be blacklisted and cross debarred in case of occurrence of any of the following:
 - a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;
 - b) Bidder refusing to rectify a discrepancy in submitted Bid Securing Declaration or Form of Bid.
 - c) Successful bidder(s), failing to:
 - i) furnish the required Performance guarantee(s); and/or
 - ii) Sign the Contract
- 9) The bid validity period will be **One Hundred Twenty (120) days**, starting from the date of opening of the bids. Within the original validity of the bids, EXIM BANK may request the bidders to extend their bid validity for another period not exceeding the original bid validity.

Bidders who choose not to extend their bid validity as desired by EXIM Bank would be required to withdraw their bids and their bid bond shall be returned to them.

- 10) The language of the bids shall be English. Any printed literature/documents/ certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 11) EXIM BANK reserves the right to amend, modify, supplement or withdraw this bidding document or extend the deadline for submission of the bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendment(s) shall be part of the bidding documents and binding on the bidders. EXIM BANK shall notify the amendment(s) in writing prior to the bid submission date.
- 12) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned at **Annexure-IV**. Bidders shall be evaluated on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be the responsibility of the bidders. Tender shall be awarded to the lowest evaluated bidder, who conforms to the mandatory requirements and specifications as per the evaluation criteria and shall be declared the successful bidder as per Public Procurement Rules 2004
- 13) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 14) The successful bidder will be required to furnish a performance bond/guarantee, amounting to ten percent (10%) of the total contract amount, in form of a Bank Guarantee issued by a scheduled bank in Pakistan as per format provided at **Annexure-VII**, within fifteen working days from the receipt of notice of successful bidder or the time as may be extended by EXIM BANK. If the successful bidder fails to deposit performance bond within the time stated above, EXIM BANK retains the right to cancel the notice for award of tender and blacklist the bidder. Bank guarantee shall be from reputable local bank or, in the case of a successful foreign Bidder, bonded by the foreign bank. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
- 15) The bids will be rejected if any shortcoming occurs in the following:
 - a. Signed "Form of Bid", as per format given in **Annexure-III**, with official stamp affixed on it is not provided;
 - b. Form of Bid is not submitted in original, on bidder's letterhead and with signatures, as required, and official stamp. Copy (whether scanned color copy or photocopy) would not be acceptable;
 - c. Bid bond/Bid Security/Bid Securing Declaration Form, as per required form and format, is not provided;
 - d. Bids submitted without FBR registration certificates or bidder not appearing on Active Taxpayer List (ATL) (Sales Tax & Income Tax) of FBR (for domestic bidders);
 - e. Bid is un-sealed, un-signed, partial, conditional, alternative, late;

- f. Bidder(s) has been found blacklisted or having actual or potential conflict of interest either with EXIM BANK or the subject assignment;
 - g. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified; and
 - h. Bidder(s) engages in corrupt or fraudulent practices during the process.
- 16) The technical bids shall be opened at the specified time and place in the presence of the authorized representatives of the bidders who choose to attend.
 - 17) Bidders who qualify the technical evaluation shall be declared technically qualified and will be invited for financial bid opening.
 - 18) Bidders who disqualify the technical evaluation shall be declared technically dis-qualified and will not be invited for financial bid opening.
 - 19) The bids will be evaluated as per the evaluation criteria provided at **Annexure-IV**.
 - 20) Bidders are required to submit/upload their financial bids as per format provided at **Annexure-V**. Quoted rates must be inclusive of all kinds of taxes, duties, charges/levies applicable in Pakistan.
 - 21) The bidders shall bear all costs/expenses associated with the preparation and submission of the bids and EXIM BANK shall in no case be responsible/liable for those costs/expenses.
 - 22) During the examination and evaluation of the bids, EXIM BANK at its sole discretion may ask any bidder for clarifications of its bid. The request for clarification and the response shall be in writing/email. However, no change in substance of the bid shall be sought, offered or permitted after bid submission. Further, EXIM Bank may also ask the Bidders for presentations/demonstrations/samples of the proposed products/solutions or may visit premises of the Bidders to verify/evaluate the credentials.
 - 23) Bidder are only required to submit bids via E-pads portal only.
 - 24) The successful bidder will sign a contract with EXIM BANK as per draft attached as **Annexure-II**. All costs associated with entering into the said contract shall be borne by the successful bidder.
 - 25) EXIM BANK does not accept:
 - a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidders or its advisers during the bidding process and responses to requests for information/clarifications and questions raised by a bidder; or
 - b) any liability for any loss or damage suffered or incurred by the bidders or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.
 - 26) The bidders agree that:

- a) they will conduct their own investigations and analysis regarding any information, statements or representations contained in this bidding documents and will rely on their own enquiries and seek appropriate professional advice;
 - b) they do not rely on any representation or warranty (expressed or implied) as to the accuracy, completeness, currency or reliability of the information.
- 27) The decision of EXIM BANK shall be final, and EXIM BANK will not be liable for any loss or damage to any party acting in reliance thereon.
- 28) EXIM BANK reserves the right to blacklist any bidder who breaches any terms and conditions of this bidding document.
- 29) All bidders will be subject to due diligence and AML/CFT screening in accordance with SBP AML/CFT regulations and guidelines.
- 30) The entire bidding process shall be conducted through EPADS in accordance with the regulations issued by the authority.

ANNEXURE-I: TERMS OF REFERENCE (TORS) & SCOPE OF WORK (SoW)

The functional requirements are listed below. The bidders need to provide compliance against each of the requirements.

General Requirements	Compliance Status (Yes/No)	Remarks (if any)
Fulfillment/meeting all the technical (Scope of Work / TORs) specifications/requirements of items as mentioned in the Bidding documents. Compliance sheet to be attached.		
The proposed solution must be secure, reliable, compatible, and scalable to handle future requirements.		
<p>The proposal shall detail all the pre-requisites involved in hosting the TMS for seamless operations across all three environments: production, test, and disaster recovery environments. The pre-requisites include the hardware, software licenses, and or anything required to host, run and maintain the TMS. These pre-requisites shall not be part of the proposed technical or financial proposal, as these will be procured separately by the EXIM Bank.</p> <p>The bidder will be responsible not to deviate from these given pre-requisites during the course of agreement.</p>		
The primary and test-related application software will be deployed at the EXIM Bank Head Office in Islamabad, while disaster recovery (DR) application software will be deployed at the EXIM Bank Karachi Office.		
The bidder must provide Application maintenance services throughout the term of the agreement. Any and/or all associated charges and costs for providing these maintenance services must be included as part of the proposed solution within the annual maintenance cost.		
The bidder will be responsible for performing vulnerability assessment and penetration testing at its own expense. Identified vulnerabilities must be remediated before the go-live phase. Additionally, the bidder will address any vulnerabilities identified by EXIM Bank (via independent VAPT exercises, audit findings, or regulatory requirements) throughout the term of the agreement at no additional cost.		
The TMS shall be regularly updated with security patches, version upgrades, and any necessary remediation patches to address vulnerabilities promptly and or for any associated fixation.		
The TMS deployment on production and test/UAT will be hosted at the EXIM Bank Head Office in Islamabad, while disaster recovery (DR) will be hosted at the EXIM Bank Karachi Office.		
The vendor must provide Software Escrow coverage to EXIM Bank as per the guidelines of the State Bank of Pakistan (SBP).		
Data encryption must be ensured at the database level, storage level, and during network transmission. However, the hardware/storage/software/database licenses will be procured by EXIM Bank		

Floating Rate PIBs		
Fortnightly PIBs		
TFCs		
Sukuks		
Discounted Sukuks		
Transaction Types		
Purchase / Sales of securities		
Clean Placements / Borrowings		
Repos		
Reverse Repos		
MIS		
Portfolio		
Cash Flows		
Mark to Market		
Maturity Profile		
Deal Register		
Deal Tickets		
Deal Confirmations		
Maturity Profile		
Brokerage Register		
Accruals		
Amortization of Premium / Discount - IRR Based		
Portfolio Management		
CRR (Cash Reserve Ratio)		
SLR (Statutory Liquidity Ratio) Reporting		
IPS Transactions		
Customer Statements – IPS		
Duration		
VAR		
Deal wise Income		

General Ledger, Trial Balance, Balance Sheet, Income Statement etc.		
Deal Processing		
Deal Settlement via RTGS (Real-Time Gross Settlement)		
Deal Confirmation and Settlement via SWIFT		
Accounting Standards Compliance		
Record securities as per IFRS 9 classifications:		
Amortized Cost		
FVTOCI (Fair Value Through Other Comprehensive Income)		
FVTPL (Fair Value Through Profit and Loss)		
Risk Management Maintain and monitor:		
Dealers' limits		
Counterparty limits		
Brokers' limits		
Integration Requirements		
Integration with Core Banking System		
Integration with MMCRS (Money Market & Corporate Reporting System)		
The integration cost shall be clearly and separately defined in the financial proposal.		
Deployment & Implementation		
Provide a detailed deployment and implementation plan with milestones and timelines.		
It shall be a turnkey solution delivery with maintenance		
It shall include onsite/offsite training for end-users and administrators.		
Testing of the proposed solution shall be covered under the scope. It shall include functional, integration, and performance testing in all environments.		
The bidder will be responsible for drafting all the possible test cases (positive & negative) for UAT. The bidder will also assist EXIM Bank end users while testing these scenarios for sign-off before go-live.		
Post-implementation support and annual maintenance services shall be part of the proposal.		
Responsible for providing on-site/remote support & maintenance of the delivered solution. If there is any need for on-site support related to TMS, the same shall be covered in both technical and financial proposals, including all associated costs such as travel and accommodation expenses of the bidder.		
Responsible for the deployment of updates and new releases for the TMS.		

Providing immediate assistance for any system outages or disruptions.		
Routine maintenance and updates of TMS.		
Troubleshooting and resolving TMS-related issues promptly.		
Proactive measures to enhance TMS security and reliability.		

ANNEXURE II: DRAFT CONTRACT

This shall be treated as a reference / draft document only. Any modifications to this draft contract shall be permitted subject to mutual consent of both parties.

This Agreement for the treasury management software and services (the “**Agreement**”) is made and entered into at _____ on this _____ day of _____, 202__ (the “**Signing Date**”).

By and Between

EXPORT-IMPORT BANK OF PAKISTAN, a statutory corporation established under Export-Import Bank of Pakistan Act 2022, a wholly owned entity by the Government of Pakistan, having its head office at Office 510-512, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad, Pakistan acting through its duly authorized officer/s (hereinafter referred to as the “**EXIM Bank**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the One Part;

And

[Insert Name of Vendor], [insert legal status] duly registered under the laws of the Islamic Republic of Pakistan having its registered office at [insert address], acting through _____ vide Resolution dated _____ (hereinafter referred to as the “**Vendor**”) which expression shall, where the context so permits, mean, and include its successors-in-interest, administrators and permitted assigns), of the Other Part.

The EXIM Bank and Vendor may hereinafter be individually referred to as “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A.** The Vendor is in the business of [insert details] and has been in this business for a period of over [insert] years and has maintained the highest professional standards in its business field.
- B.** the EXIM Bank wishes to avail the services of the Vendor for the development of Export Finance Subsidy Portal which is fully described in detail in Annexure A appended to this Agreement (the “**Services**”).
- C.** The Vendor has submitted a proposal which, after the due process, has been accepted by the EXIM Bank.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the Parties hereby agrees to the terms and conditions hereunder, for the purpose aforesaid, as follows:

1. DURATION OF THE AGREEMENT

- 1.1. This Agreement sets out the terms and conditions upon which the Vendor shall provide the Services to the EXIM Bank.
- 1.2. This Agreement shall come into force and effect on [Insert Date] (the “**Effective Date**”) and shall continue to remain in force for a period of _____ from the Effective Date, unless renewed/extended in writing by mutual consent.

2. SCOPE OF THE AGREEMENT

- 2.1. The Parties have mutually agreed that the Vendor shall provide the Services to EXIM Bank on non-exclusive basis as specified in detail in Annexure A appended to this Agreement.
- 2.2. Deliverables shall be ensured to be delivered by Vendor, as per scope of work defined under Annexure-A. It shall be the responsibility of the Vendor to deliver the agreed-upon Services, stated in the Annexure-A, in accordance with the agreed-upon time schedule, in the manner(s) agreed to by both Parties and with the quality of performance as stated in this Agreement.
- 2.3. The Vendor shall pay all taxes, duties, fees and other impositions levied under the applicable laws and the payments made by EXIM Bank shall be subject to such deductions and withholdings as are required by applicable laws which shall be to the account of the Vendor.

3. REPRESENTATIONS AND WARRANTIES

MUTUAL REPRESENTATION AND WARRANTIES

- 3.1. Each Party here represents and warrants to the other Party that it has the legal right, power and authority to execute and enter into this Agreement and that it has taken all the steps required to authorize it to enter into the Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action.
- 3.2. Each party hereby represents and warrants to the other Party that this Agreement has been duly executed and delivered by each Party, enforceable in accordance with its terms and the applicable laws.

- 3.3. Each Party irrevocably covenants and agrees not to directly or indirectly, assert any claim or commence (or cause to be commenced) any claim and/or legal proceeding against the other Party based in whole or in part upon any of the discharged claims.
- 3.4. The Parties hereby warrant that the Vendor has been selected after an open and transparent process in accordance with the Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, Rules, Regulations and Guidelines made thereunder.

VENDOR REPRESENTATIONS AND WARRANTIES

- 3.5. The Vendor, on behalf of itself and its officers, directors, employees, sub-contractors and agents, represents and warrants that it has the expertise, capability and resources to efficiently and expeditiously provide the Services in a professional manner.
- 3.6. The Vendor hereby undertakes to observe and shall continue to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this the Vendor hereby confirms that the following terms and concepts are duly understood by the Vendor:
 - i “**Corrupt practice**” includes offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another Party.
 - ii “**Fraudulent practice**” includes 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.
 - iii “**Collusive practice**” includes an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - iv “**Coercive practice**” includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - v “**Obstructive practice**” includes deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede EXIM Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or EXIM Bank has a right to immediately reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in afore stated practices.
- 3.7. The Vendor represents and warrants that it has its physical presence in Islamabad/Rawalpindi/Karachi with appropriate technical and support teams. The details of offices and team are mentioned below:

Islamabad		
Name	Designation	Contact

[Location]		

- 3.8. The Vendor represents and warrants that its name is on Active Taxpayer (verifiable through FBR ATL) as per the eligible bidders (Tax Compliance) Regulations, 2015 and should have a valid NTN and Sales Tax Registration (if applicable).
- 3.9. The Vendor hereby represents and warrants that it has not been declared insolvent or blacklisted by any Government/Semi-Government institution/organization.

4. INDEMNITY

The Vendor hereby covenants, agrees and confirms that it shall indemnify, defend and hold harmless the EXIM Bank and its respective directors, officers, employees and agents (if any) from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants and experts fees) arising out of or resulting from, in whole or in part (i) any act, error or omission, whether intentional or unintentional, by the Vendor or its officers, directors or agents, related to or arising out of its obligations and responsibilities under this Agreement, or (ii) an actual or alleged breach by the Vendor of any of its representations, warranties or covenants contained in this Agreement. This indemnification shall survive termination of this Agreement.

5. TERMINATION

5.1. TERMINATION BY NOTICE

Either Party shall have the right to terminate this Agreement if the other Party fails to perform its obligations under this Agreement or commits a breach of any provisions of this Agreement. In the event of breach, the affected Party shall provide a written notice to the defaulting Party, outlining non-compliance, following which the defaulting Party shall rectify the noncompliance within a period of thirty (30) Business Days from the date of receipt of the notice. In the event that the defaulting Party fails to remedy the non-compliance within the timelines specified herein or the notice, the affected Party shall have the right to terminate this Agreement by providing a one (1) month advance notice in writing to the defaulting Party, subject to Clause 5.2 below.

Either Party may terminate this Agreement by providing a one (01) month's advance written notice to the other Party, without assigning any reason.

5.2. IMMEDIATE TERMINATION

Either Party may immediately terminate this Agreement if the other Party:

- (a) is declared bankrupt or insolvent.
- (b) voluntarily abandons this Agreement or ceases business activity at in its country or applicable region.
- (c) is convicted of a serious crime.
- (d) acts fraudulently in connection with its operations.

5.3. TERMINATION BY MUTUAL CONSENT

The Parties may agree to terminate this Agreement by written mutual consent, throughout the Term of this Agreement.

5.4. CONDUCT UPON TERMINATION

Upon termination of this Agreement:

- (a) The Vendor shall continue to complete all outstanding Services to the EXIM Bank that have been accepted by the Vendor prior to the termination of this Agreement under the terms and conditions of this Agreement.
- (b) All outstanding balances owed by either Party under this Agreement shall become due and payable to the other Party within a period of ninety (90) days.

6. LIQUIDATED DAMAGES

- 6.1. In case of delay in in scheduled time of delivery of the Services solely on part of the Vendor, EXIM Bank shall have the right to impose a penalty at the rate of 1% per day of the contract price, capped at maximum of 10% of the total contract price.
- 6.2. If the Services are not executed up to the satisfaction of the management of EXIM Bank and in accordance with the specifications as given in the Agreement, EXIM Bank shall have the right to reject the Services, cancel the Agreement without incurring any liability whatsoever on any account. In addition to this, without limiting the right of EXIM Bank, EXIM Bank may impose a penalty not exceeding 10% of the contract price.
- 6.3. The liquidated damages imposed shall be deducted from the payments of the Vendor.

7. BLACKLISTING

- 7.1. If the Vendor fails / delays in performance of any of the obligations, under the terms and conditions of the Agreement, EXIM Bank may, at any time, without prejudice to

any other right of action / remedy it may have, blacklist the Vendor, either definitely or indefinitely, for future tenders of EXIM Bank.

- 7.2. If the Vendor violates any of the provisions of the Agreement, commits breach of any of the terms and conditions of the Agreement , found to have engaged in corrupt or fraudulent practices in competing for the award of Agreement, during procurement process or during the execution of the Agreement, EXIM Bank may, at any time, without prejudice to any other right of action/remedy it may have, blacklist the Vendor, either indefinitely or for a definite period of time.

8. CONFIDENTIALITY

- 8.1. The Parties agree to take care of the confidentiality of the information gathered/obtained from the other in the due course of business and/or as a consequence of provision of the Services/ supply of goods (as the case may be). This restriction shall continue to apply after the termination of the Services/conclusion of the Agreement without limit at any point of time. This point is not applicable to the information that is already in public domain or obtained through unauthorized disclosure.
- 8.2. Any confidential or proprietary technical, concept, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of either Party must not be disclosed, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and vendors.
- 8.3. This clause for the information received during the Term shall survive the termination of this Agreement.
- 8.4. Neither Party shall use the intellectual property, including trademarks, logo, trade names, emblems, copyright, and other connected rights of the other Party, its subsidiaries, and/or affiliates or any abbreviation thereof, in connection with the business or otherwise, without the express prior written approval of the other Party in each case. Nothing herein shall constitute a transfer of intellectual property between the Parties.

9. PROPRIETARY INFORMATION

- 9.1. As used hereunder, the term “**Proprietary Information**” means any information, technical data, or know-how (including, but not limited to, information relating to products, software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by EXIM Bank (the “**Disclosing Party**”) to the Vendor (the “**Recipient Party**”) either directly

or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.

- 9.2. Unless otherwise expressly authorized by the Disclosing Party, the Recipient Party agrees that it and any of its personnel receiving Proprietary Information under this Agreement shall treat such Proprietary Information in strict confidence.
- 9.3. In no event will the Recipient Party divulge, in whole or in part, such information to any third party without the prior written consent of the Disclosing Party; provided, further, that any third party must also agree in writing to restrictions comparable to those provided in this Clause. The Recipient Party may disclose the Proprietary Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that the Recipient Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure.
- 9.4. Notwithstanding any other provisions of this Agreement, each party acknowledges that Proprietary Information shall not include any information that: (i) is already known to the Recipient Party at the time of disclosure, or becomes publicly known through no wrongful act of the Recipient Party; (ii) is rightfully received by the Recipient Party from a third party without breach of this Agreement; (iii) is independently developed by the Recipient Party without benefit of information received under this Agreement; or (iv) is explicitly approved for release by written authorization by the Disclosing Party.
- 9.5. It is understood that all Proprietary Information disclosed under this Agreement, is, and shall remain, the property of the Disclosing Party. Upon completion of this Agreement, or upon written notice from the Disclosing Party, the Recipient Party agrees to return all Proprietary Information in its possession.
- 9.6. The Recipient Party acknowledges that the Disclosing Party, because of the unique nature of the Proprietary Information, would suffer irreparable harm in the event that the Recipient Party breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate the Disclosing Party for such a breach. The Parties agree that, in such a circumstance, the Disclosing Party shall be entitled, in addition to such monetary relief in the form of liquidated damages (which shall be claimed as a reasonable estimate of actual loss and not as a penalty), to injunctive relief as may be necessary to restrain any continuing or further breach by the Recipient Party, without showing or proving any actual damages sustained by the Disclosing Party.
- 9.7. This clause for the non-Disclosure shall survive the termination or conclusion of this Agreement.

10. ROLES AND RESPONSIBILITIES

The Vendor agrees and undertakes that:

- 10.1. It shall supervise and direct the performance of Services efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services/ obligations in accordance with this Agreement. The Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures used and to see that the Services, when completed or finished, complies accurately with the terms of this Agreement.
- 10.2. It shall exercise all reasonable skill, care and due diligence in the discharge of the Services agreed to be performed by it under this Agreement.
- 10.3. In addition to the Services the Vendor will provide all the expert technical advice and skills which are normally required for the class of Services for which it is engaged.
- 10.4. The Services shall be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care.
- 10.5. It shall perform preventive maintenance activity of all the provided equipment/ supply of the Services as per the frequency defined in Annexure A and shall provide completion report.
- 10.6. It shall conduct quarterly inspections and shall maintain a detailed record of all the maintenance activities performed.
- 10.7. It shall schedule maintenance visits on a quarterly basis and shall share a maintenance report with the EXIM Bank after every visit. The Vendor further confirms that in the event of emergency it shall provide the maintenance Services on the same day and shall share the report with the EXIM Bank.
- 10.8. All the maintenance shall be done as and when needed within the shortest possible time to the entire satisfaction of EXIM Bank and support-related calls shall be responded within the same day or as per the requirement of EXIM Bank.
- 10.9. The Outsourcing Guidelines issued by State Bank of Pakistan time and again shall be applicable on both the parties to this Agreement.
- 10.10. The Vendor shall ensure full compliance to Annexure-A, and Annexure-B of this Agreement.

11. NOTIFICATIONS

- 11.1. All notifications and other communications to be sent by either Party to the other shall be duly communicated if delivered to the other Party at its address stated above in writing provided that either Party may at any time designate a different address to which notices, or other communications are thenceforth to be sent.

- 11.2. Any notification, documents or other writing required by this Agreement to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or sent by telex or facsimile or e-mail and received by the addressee.

12. BRIBERY AND CORRUPT PRACTICES

Without limiting the generality of the foregoing, under no circumstances shall Vendor make, cause or authorize any third party to make or cause any bribes, kickbacks, or illegal payments for the purpose of influencing a person's acts or decisions or in order to obtain or retain business in connection with the Services/goods received hereunder. The Vendor agrees to comply with all applicable corruption and bribery laws.

In case any bribery element is found, the Vendor shall be under obligation to raise voice and blow the whistle as per the policy.

The parties to this agreement do hereby commit the 17 Sustainable Development Goals of United Nations.

13. CHILD LABOUR

The Vendor, while rendering the Services/supply of goods to EXIM Bank, shall not employ child labor, for any nature of work whatsoever, and shall comply with all the laws, rules and regulations regarding prevention of child labor.

14. Performance Security

- 14.1. The Vendor has furnished a "Performance Security" against treasury management software and services for an amount equivalent to 10% of contract price till the term of the Agreement, in the form of a Bank Guarantee as specified by EXIM Bank, issued by a scheduled bank operating in Pakistan acceptable to EXIM Bank.
- 14.2. The "Performance Security" against treasury management software and services shall be released within thirty (30) days of successful completion of the Term.
- 14.3. If the Vendor fails/delays in performance of any of the obligations, under the Agreement, violates any of the provisions of the Agreement, commits breach of any of the terms and conditions of the Agreement, EXIM Bank may, without prejudice to any other right of action / remedy it may have, forfeit Performance Securities of the Vendor.

15. FORCE MAJEURE

- 15.1. Neither Party shall be liable to other Party for failure to perform or delay in performance of its obligations under this Agreement if and to extent that such

failure is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other Party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order or requirement of any governmental body or agency.

- 15.2. The Party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other Party written notice of the occurrence and nature of such event.
- 15.3. In the event of a delay in performance excusable under this Clause, the date of delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay.

16. GOVERNING LAW

- 16.1. This Agreement and all matters and/or contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The Parties hereby submit to the jurisdiction of the Courts in Islamabad, Pakistan. This Agreement shall be construed and interpreted according to the English language, and English shall be used in all related documents and proceedings.

17. AMENDMENT

No amendment or other variation of the Agreement shall be effective unless it is in writing, is dated, expressly refers to this Agreement, and is signed by a duly authorized officer of each Party hereto, and no other form of amendment shall have any effect. Any future mutually agreed amendments shall form an integral part of this Agreement.

18. WAIVER AND SEVERABILITY AND ANCILLARY PROVISIONS

- 18.1. No delay or omission on the part of any Party in exercising any right shall operate to impair such right or be construed as a waiver by such Party of the same and no single or partial exercise or non-exercise or delay in exercising any right by any Party shall in any circumstances preclude any other for further exercise by such Party or such right.
- 18.2. Any Clause adjudged to be in conflict with any law or regulation shall be considered automatically severed from the rest of the Agreement and the Parties shall perform the rest of the Agreement as closely as possible to the consensus ad idem between them at the time of execution.
- 18.3. The Parties represent and warrant that the undersigned individuals who execute this Agreement have full legal authority to execute this Agreement and thereby bind the Parties to full performance.

18.4. All notices and communications hereunder or pursuant to any legal proceedings shall be made in writing (by registered mail, courier or fax) and shall be sent to the addresses of the Parties as mentioned above.

19. COUNTERPARTS

This Agreement is being executed in counterpart, each of which shall be deemed an original, and all such counterparts together shall constitute the Agreement.

20. ASSIGNMENT

This Agreement may not be assigned by either Party other than by mutual consent between the Parties in writing.

21. DISPUTE RESOLUTION

- 21.1. Any dispute or difference arising out of or in relation to the subject matter hereof between the Parties, which cannot be resolved through formal negotiation in the spirit of goodwill and mutual accommodation within thirty (30) days of notice of the same, then such dispute(s) shall be settled through binding arbitration by a sole Arbitrator mutually appointed by the Parties, or by a Court of competent jurisdiction in case of dispute as to the appointment of an Arbitrator.
- 21.2. The location of the arbitration shall be Islamabad. Each Party shall bear its own cost of arbitration.
- 21.3. There shall be a cure period of fifteen (15) business days within which any alleged breach/ material breach of the Agreement may be corrected by either Party wherein it will be unlawful for either party to instigate the Dispute Resolution provisions mentioned herein.

22. Extensions of Time

If, at any time during the performance of the Agreement, the vendor encounters conditions that may impede the timely completion of Services, the vendor shall promptly notify the EXIM Bank in writing, specifying the nature of the delay, its likely duration, and its cause. Upon receipt of the Vendor's notice, the EXIM Bank shall assess the situation, and if deemed necessary, the parties shall mutually agree on an appropriate extension of time.

23. RELATIONSHIP OF THE PARTIES

It is reiterated that the relationship of the parties to this Agreement is of Vendor and Vendee. No term or act under this agreement shall be construed to form Employer-Employee or Principle -Agent Relationship.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all communications, negotiations, and arrangements (whether written or oral) of the Parties made prior to the date of this Agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Pakistan* on the day of their execution.

**For and on behalf
of the EXIM Bank:**

**For and on behalf
of Vendor:**

Signature_____

Signature_____

Insert Name

Insert Name

Insert Designation

Insert Designation

Witness 1

Witness 2

Signature_____

Signature_____

Name:

Name

CNIC

CNIC

Address

Address

**ANNEXURE-A
SCOPE OF SERVICES**

The scope of work includes the following:

ANNEXURE B PAYMENT TERMS

1. Implementation

Sr no	Milestones	Description	Payment Trigger	Payment in percentage
1	M1	Requirement Gathering & Documentation & Associated Testing (if required)	BRD & FSD Sign-Off	30% of One time Implementation Cost
2	M2	User Acceptance Testing	M2 Phase - Proof of Concept (POC) Demo & Sign-Off	30% of One time Implementation Cost
3	M3	System Go-Live & Optimization	UAT Sign-Off	40% of One time Implementation Cost

2. Annual Support & Maintenance

Sr no	Milestones	Description	Payment Trigger	Payment in percentage
4	M4	Post Go Live Annual Support & Maintenance	Bi-Annual Maintenance Period Completion Certificate	Bi-Annual in Arrears of annual maintenance cost

All invoices shall be processed subject satisfactory certificate against each milestone from user group of EXIM Bank.

3. Change Request

Change request payments shall be made based on the per-unit price fixed for the respective year,

ANNEXURE-III: FORM OF BID

Export-Import Bank of Pakistan,
5th Floor, Evacuee Trust Complex, F-5/1,
Islamabad.

Reference your Bidding documents No. EXIM/PROC/IT-01/2025 for procurement of treasury management software & services .

1. We, hereby submit our complete bid along with all the requirements as per the Bidding documents. We acknowledge that EXIM Bank is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections/conditions of subject Bidding documents for the whole bidding process.
3. We agree to abide by this Tender for a period of **One Hundred Twenty (120) days** from the bid opening date or any extension thereto granted, and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s **[company / firm (bidder)]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous, or state-owned organization of Pakistan and their cases regarding blacklisting are not under trial by any Court of Law. We further undertake that we do not have any actual or potential conflict of interest either with EXIM Bank or the scope of the subject tender.
5. We do hereby appoint and authorize Mr./Ms. **(full name and official address)** who is presently employed with us and holding the position of **[(designation)]** in **[name of the company / firm (bidder)]** to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to EXIM BANK in all matters including but not limited to clarifications, etc., till award of the subject tender. We hereby agree to ratify all acts, deeds, and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds, and things done by our aforesaid authorized representative shall and shall always be deemed to have been done by us.
6. The decision of EXIM Bank shall be final and EXIM Bank will not be liable for any loss or damage to any party acting in reliance thereon.
7. We have gone through the terms/conditions of the subject Bidding documents and have found the document as a whole as non-biased to any particular company/contractor/consultant/advisor/firm or product/brand. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.

8. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading, or misstated in this bid, the same may lead to the rejection of our bid, forfeiture of our bid bond, and disqualification.
9. We declare that our bid is our only and final offer, and no unsolicited offer of any description shall be made for consideration of EXIM Bank.
10. We acknowledge that EXIM Bank reserves the right to blacklist any bidder or to forfeit its bid bond who breaches any terms and conditions of this Bidding document.
11. We have examined and have no reservations to the bidding document.
12. If our Bid is accepted, we commit to obtain a performance security/guarantee in accordance with the bidding document.
13. We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption

We remain,

Yours' sincerely

[Bidder's Official Stamp]

Authorized Signature: _____
Name and Title of Signatory: _____
Name & Address of Firm: _____
Cell No. of Signatory: _____
e-mail address of Signatory: _____
Mailing address of Signatory: _____

ANNEXURE-IV: ELIGIBILITY, QUALIFICATION & EVALUATION CRITERIA

1. Bidders shall submit in their bids all relevant documents required to evaluate/assess the bidders as per the criteria mentioned herein. Bidders shall be evaluated on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. Documents/details shall be provided in a manner that the required information is clearly mentioned/highlighted/marked. All supporting documents e.g. company profile, incorporation certificates, experience certificates, testimonials, client details, previous contracts/purchase orders/work orders, personnel profiles/CVs, documents related to financial strength etc. must be available and clearly identified in the bid.
2. If any discrepancy is found in the Form of Bid and Bid Bond, the same shall be communicated to said bidder for rectification. If the bidder declines or fails to rectify the discrepancy, its bid shall be disqualified and submitted bid bond may be forfeited.
3. The evaluation committee shall evaluate the bids on the basis of responsiveness to the Scope of Work/Specifications, mandatory requirements and evaluation criteria provided herein.
4. The Bidders must fulfil the following mandatory requirements. Bidders are required to submit the following documents with their bid and use the following table as index of their technical bid.
5. Bidders who meet all mandatory requirements specified in the bidding documents shall proceed to further evaluation and be awarded marks/points/scores as outlined below. A bidder will be declared technically responsive if they fulfill all mandatory requirements and achieve the minimum required score.

S/N	Mandatory Attributes	Requirement	Reference Page in Technical Proposal
1.	The bidder must possess valid NTN & GST registration and be verifiable on FBR portal.	Mandatory	
2.	The bidder must be a legally registered entity in Pakistan for a minimum of 15 years. Participation is limited to Firms or Companies. An incorporation certificate is mandatory: Firms must provide a registration certificate from the registrar of firms, while Companies must submit a certificate of incorporation issued by SECP.	Mandatory	
3.	Bidder shall have at least 10 years of experience of working with the Financial Institutions (Banks/DFI regulated under SBP) of Pakistan pertaining to treasury management system.	Mandatory	
4.	The bidder shall have similar experience with Financial Institutions and shall have at least (02) agreements of similar nature and evidence shall be provided.	Mandatory	
5.	The proposed solution must encompass the Whole Life Cycle Cost (WLCC) and Total Cost of Ownership (TCO) for a five-year period, including the TMS, maintenance, and support. All prerequisites outlined in the bidding document must be clearly defined. The evaluation of the solution will follow the whole-life cost methodology detailed in the bidding document. The initial contract will be awarded for a one-year period, with subsequent yearly renewals based on the locked pricing formula specified in the price schedule.	Mandatory	
6.	The Bidder must attach Bid Securing Declaration with the proposal.	Mandatory	
7.	The Bidder must attach a signed Form of Bid with official stamp affixed on it as per the format given in Annex-III with its bid.	Mandatory	

6. **Technical Bid Requirements:** In addition to the mandatory requirements specified hereabove, the technical proposals shall include the following contents:

- a) Technical Approach – Description of the proposed services that meet or exceed the stated technical specifications or scope of work in this RFP. The proposal must show how the bidder plans to undertake the work/provide services and describe an approach that demonstrates the achievement of timely and acceptable provision of services.
- b) Management approach – Description of the bidder’s staff assigned to the project. The proposal should describe how the proposed team members have the necessary experience and capabilities to carry out the Technical Approach to demonstrate that the proposed approach and detailed activities are as per the requirements mentioned in the scope of work.

S. No	Description	Compliance Status either Y/N or FC or PC or NC	Details on Compliance	Score
1	Relevant Experience of the bidder of working with the financial institutions in Pakistan (evidences to be provided): - Experience between 10 Years to 12 Years = 10 - Experience between 12+ Years to 14 Years = 20 - Experience between 14+ Years to 16 Years = 30 - Experience between 16+ Years to 18 Years = 40 - Experience between Over 18 Years = 50			50
2	The proposed methodology for development and implementation of proposed solution will be assessed by the EXIM Bank based on the proposal received. 1) Understanding of Requirements (25%): Assess how well the bidder demonstrates an understanding of the project scope and requirements. 2) Methodology and Approach (25%): Evaluate the proposed approach for its feasibility, innovation, and how well it aligns with the project goals. 3) Implementation Plan (25%): Score based on the clarity and practicality of the implementation timeline, milestones, and resource allocation. 4) Risk Management (25%): Consider the bidder's identification of potential risks and their proposed mitigation strategies.			50
3	Proposed solution presentation to EXIM Bank along with the project timelines, proposed solution will be assessed by the EXIM Bank based on the proposal received and demo given. 1) Quality of Presentation (25%) Assess the clarity and structure of the presentation 2) Understanding of EXIM Bank's Needs (25%) Assess how well the presentation reflects an understanding of EXIM Bank's specific requirements and context. 3) Effectiveness of the Demo (25%) Evaluate whether the proposed project timelines are realistic and achievable. 4) Overall Solution Viability (25%) Assess the novelty and innovation of the proposed solution.			50

4	<p>Experience of the firm in the Treasury Management System (evidence to be provided):</p> <ul style="list-style-type: none"> - Experience of 08+ projects = 50 - Experience of 04 and < =08 projects = 25 - Experience of 01 and < =4 projects = 10 			50
5	<p>Value-Added Services: Complimentary Enhancements: Inclusion of complementary services at no extra cost, such as ‘complimentary support for solution optimization period ‘(or a warranty period) after go live or ongoing minor feature updates that support bank needs.</p>			50
6	<p>Bidder’s Technical Team Expertise: Dedicated Resources: Assurance of a dedicated, experienced project team assigned to the implementation, with direct access to highly skilled resources in critical areas like security and integrations. Deployment of on-site (EXIM Office Islamabad / Karachi based) resources for close coordination will have an extra weightage of 10 marks.</p> <p>Evidence will be provided by listing the names, qualification, employment period/experience of the resources on the company letter head and signed-off/stamped by authorized representative.</p> <ol style="list-style-type: none"> 1) Project Manager 2) Business Analyst 3) Solution Architect 4) Developer <p>Experience of the specified resources will be assessed by awarding 1 mark for each year of experience per resource.</p>			50
7	<p>Complimentary Change Requests Man-days: Complimentary Change Requests: Inclusion of complimentary change request man-days (at no extra cost) to make corrections & enhancement in deployed solution after go-live and after ‘complimentary support for solution optimization period’ (or a warranty period).</p> <p>Score=(Bidder’s Offered Man-Days/ Highest Offered Man-Days)×Maximum Score</p>			50

8	<p>Financial Strength: Turn Over of the Bidder in last three audited financial statements</p> <ul style="list-style-type: none"> - 100M> PKR = 50 Marks - 50M> PKR to =100M PKR Years = 25 Marks - 10M> PKR to = 50M PKR Years = 10 Marks 			50
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Total marks = 400

6. The following criteria shall be used for technical evaluation of the bidders. A proposal shall be rejected after technical evaluation if it does not comply with this RFP or if it fails to achieve at least 60% points under technical.

For technically qualified (responsive) proposals final scoring shall be done as per the following formula: Technical Score (St) shall be calculated as follows: $St = (\text{Technical Score Obtained by Bidder}) / (\text{Total Technical Score}) * 60$	St
FINANCIAL EVALUATION (Sf)	
The financial proposals of the technically qualified bidders shall be evaluated as per the below criteria: Financial Score (Sf) shall be calculated as follows: $Sf = (\text{Lowest Bidder's Cost}) / (\text{Bidder's Cost}) * 40$	Sf
Consolidated EVALUATION (ST = St + Sf)	
Total Score shall be sum of both technical score and financial score: Total Score, ST = St + Sf All technically responsive (qualified) bidders will be ranked based upon combined technical and financial scores. The bidder scores maximum marks shall be declared as the most advantageous bidder.	ST

Note: It is important to note that the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.

ANNEXURE-V: PRICE SCHEDULE

Bidders are required to submit their financial proposals as per the following format In PKR only.

Table-A

SR #	DESCRIPTION	UNIT PRICE (Tax Exclusive)	% of Taxes	TOTAL PRICE (Tax Inclusive)
1.	One Time Implementation Cost			
Grand Total (in Figures) : _____				
Grand Total (in Words): _____				

Table-B

SR #	DESCRIPTION	Year-1	Year-2	Year-3	Year-4	Year-5
1	License & Annual Support & Maintenance Cost (Yearly basis) up to five (05) years					
2	Sales Tax / GST					
3	Total Including Taxes					
2	Total Five-Year Cost in including taxes					
Grand Total (in Figures) : _____						
Grand Total (in Words): _____						

Tabel-C

SR #	Change Request Cost	Tentative Number of Man Days	Per Man Day Cost excluding taxes	Sales Tax / GST	Per Man Day Cost including taxes	Total Cost
1	(Year 01) in PKR	10				

2	(Year 02) in PKR	10
3	(Year 03) in PKR	10
4	(Year 04) in PKR	10
5	(Year 05) in PKR	10
6 Total Five-Year Change Request Cost in including taxes		
Grand Total (in Figures) : _____		
Grand Total (in Words): _____		

Table-D

SR #	DESCRIPTION	QTY	Unit price (tax Exclusive)	Sales of Tax / GST	Total Price (tax Inclusive)
1	Integration with Core Banking System				
2	Integration with MMCRS (Money Market & Corporate Reporting System)				
3	Integration with ERP System				
Grand Total (in Figures) : _____					
Grand Total (in Words): _____					

Tabel-E
Pre-requisition Cost

EXIM Bank of Pakistan will get this cost by his own from authorized vendors in the market based on the following perquisite information provided by the bidder with **Technical Proposal**.

Hardware Requirements					
Environment	Qty	Hardware Physical / VM	Description of items	Production	UAT DR
Application			Core		
			RAM		
			Storage		
Data Bases			Core		
			RAM		
			Storage		
Any Other Item			Core		
			RAM		
			Storage		

Licenses/software Requirements			
Environment	Production	UAT	DR
Operating System			
Data Bases (like SQL, Oracle, MySQL etc.)			
Any other third-party License required (There shall not be any missing part)			

A) Whole Life Cycle Cost :

- 1) The initial support and maintenance contract shall be for a period of one year only, in case of further renewal of contract beyond one year with the most advantageous bidder the as per above cost support cost and change request per shall be applied. Change request shall be locked for per unit basis for each respective year. The integration cost will be locked with the successful bidder. Whenever integrations are performed, the predetermined cost will be paid accordingly.
- 2) The whole life cycle cost for a period of five (05) years will be determined by summing up Tables A, B, C, D, and E. This calculation will be used for evaluation purposes to identify the most advantageous bidder over the five-year period. The contract will be awarded to the bidder whose proposal is deemed most advantageous, including the cost of prerequisites. The initial contract will be granted for a period of one (01) year, with subsequent renewals based on the prices quoted above.

B) NOTE:

- 1) Bidders are required to submit their financial bids in PKR as per the format provided at Annexure-V.
- 2) Any arithmetic errors in the financial proposal shall be corrected as follows:
 - a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of EXIM Bank there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern, and the unit rate will be corrected.
 - c) The amounts corrected as mentioned above shall be communicated to the bidder and shall be considered as binding upon the bidder. If the bidder does not accept the corrected Price, his bid will be rejected.
- 3) Order shall be placed with the bidder fulfilling requirements of the bidding and who is most advantageous.

 Signatures of Authorized Representative as per Clause 6 of Form of Bid
 Name and Title: _____
 Name & Address of Firm: _____

ANNEXURE-VI: BID SECURING DECLARATION

(ON BIDDER'S LETTERHEAD)

Date: *[insert date (as day, month and year)]*Bid No.: *[insert number of Bidding process]*

EXIM BANK of Pakistan
5th Floor, Evacuee Trust Complex, F-5/1,
Islamabad.

We, the undersigned, declare that:

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

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

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our 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 Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert **complete name of person signing the Bid Securing Declaration]***

Duly authorized to sign the Bid for and on behalf of: *[insert **complete name of Bidder]***

Dated on _____ day of _____, _____ *[insert **date of signing]***

Corporate Seal (where appropriate)

(Stamp and signature of the issuing bank)

ANNEXURE-VII: PERFORMANCE GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Export-Import Bank of Pakistan (EXIM Bank),
5th Floor, ETC Building, Agha Khan Road, F-5/1, **Islamabad**.

Subject: Surety Guarantee for PKR [●] (in words Pak Rupees [●] only) on behalf of **[insert name of Successful Bidder]** as performance guarantee for provision of **[insert name of RFP]** RFP No. **[insert Ref number]**.

Dear Sirs,

In the sum of PKR [●] /- (in words Pak Rupees [●] only), to you in Islamabad.

In consideration of your having issued the award for provision of **[insert name of Ref/services]** RFP No. **[insert Ref number]** to M/s **[insert successful bidder's name]** called the Vendor and in consideration for value, received from Vendor, we **[Insert name of the Bank]** (a banking company incorporated under Companies Act, 2017 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at **[Insert address]** (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment at any time on your written demand(s) without further resource, question or reference to Vendor or any other person, in the event of default or non-performance and / or non-fulfillment by Vendor of its obligations liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Vendor and to make payment accordingly within 30 (thirty) days of receipt thereof.
3. The performance guarantee shall come into force on **[Insert date]** and shall remain in full force, operative, effective and binding upon us for up to till the validity period of said contract or as may be extended by the Vendor from time to time. The Surety shall notify EXIM Bank in the event that the Vendor does not apply for renewal of this performance guarantee thirty days prior to the expiry date of this performance guarantee or as extended from time to time.
4. That on grant of time or other indulgence to amendment in the terms of the contract by agreement with Vendor in respect of the performance of its obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.
5. This performance guarantee shall be binding on us, our successors including successors in interest, administrators and legal representatives, and shall be irrecoverable.
6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Vendor.
7. No delay or failure to exercise any right or remedy under this performance guarantee by EXIM Bank shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or

remedy. No waiver by EXIM Bank shall be valid unless made in writing and duly signed by concerned representatives of the EXIM Bank.

8. No set-off counter claim, reduction, or diminution of any obligations that the Surety has or may have against EXIM Bank shall be available to the Surety against EXIM Bank in connection with any of the Surety's obligations to EXIM Bank under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counter claim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to EXIM Bank, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to EXIM Bank such additional amount necessary to ensure that EXIM Bank receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
9. The performance guarantee shall be binding upon and insure to the benefit of EXIM Bank and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this performance guarantee except with the prior written consent of EXIM Bank.
10. No payment to EXIM Bank under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by EXIM Bank.
11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.
12. Thirty days before expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and On behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)